

## PROVISIONS FOR PURCHASE AND SALE OF NON-CASH CURRENCY IN MARGINAL ACCOUNTS

### Table of Contents

1. Terms and Abbreviations Used .....	1
2. Scope of Provisions. Client status. ....	3
3. Conclusion of the Agreement .....	3
4. Collateral .....	4
5. Carrying out a Transaction .....	4
6. Control of Marginal Accounts .....	5
7. Closing the Marginal Accounts .....	6

### 1. Terms and Abbreviations Used

- 1.1. **ABS "Platon"** – automated banking system "Platon".
- 1.2. **Open Position** – the difference between the amounts of purchased and sold Currency (or the possible difference), in relation to which there is a possibility to gain profit or suffer loss as a result of Currency Market fluctuations. Closing of the Open Position means carrying out a Transaction as a result of which the Open Position shall be reduced.
- 1.3. **Voice Password** – password, incl. Single Voice Password to be used for Client identification over the phone. Unless the Client has instructed the Bank otherwise, the unique identification code issued to the Client by the Bank (upon opening of the Marginal Account) shall be considered the Voice Password.
- 1.4. **Bank** – AS "PNB Banka", unified registration No. 40003072918, registered address: 15-2 Elizabetes Street, Riga, LV-1010; email address: [info@pnbbanka.eu](mailto:info@pnbbanka.eu); website: [www.pnbbanka.eu](http://www.pnbbanka.eu), the supervision of the Bank is carried out by the Financial and Capital Market Commission (1 Kungu Street, Riga, LV-1050; email address: [fttk@fttk.lv](mailto:fttk@fttk.lv)).
- 1.5. **Base Currency** – the currency against which the SWAP transactions with the Open Position in a separate currency are being carried out, as well as transfers from/to MN type Marginal Account are carried out. By default, the US Dollar has been set as the Base Currency. However, upon agreement with the Client, a different Base Currency may be set for transfers from/to MN type Marginal Accounts.
- 1.6. **Business Day** – the day when the Bank is open for carrying out financial transactions with the relevant Currencies.
- 1.7. **Transaction** – a non-cash Currency purchase/sales transaction concluded between the Bank and the Client. For the purposes of these Provisions, a currency exchange in the Client's current account shall not be considered a Transaction. Depending on the settlement types and terms, the Transactions shall be broken down as follows:
  - *SPOT* – purchase or sale of non-cash Currency using another non-cash Currency where the settlement date is in the business day which is two days after the conclusion of Transaction (T+2),
  - *Stop* – closing of a previously open position or opening of a new position at a price less favourable to the Client than the market price at the moment of placement of the Order. Due to the market peculiarities, the *Stop* type orders may be executed at a price that is less favourable to the Client than the one stated in the Order,
  - *SWAP* – Currency swap Transaction in the form of a non-cash Currency purchase simultaneously with the *TOD*, *TOM* or *SPOT* settlement date and saleback on a different settlement date.
- 1.8. **Equity** – the total collateral or current balance – cash balance (after all deductions) in the Client's Marginal Accounts, expressed in US Dollars, arising from closing all the Client's Open Positions at the Market Rate and performing all Transactions where Value Date is equal to or after the current date.
- 1.9. **FORWARD** – purchase or sale of non-cash Currency using another non-cash Currency where the settlement date is in the future.
- 1.10. **Free Margin** – the free balance in the Client's Marginal Account calculated as a difference between Equity and the Required Collateral. The Client may transfer funds from the Marginal Account to the Client's Current Account with the Bank or open new positions in the Marginal Account within the limits of the *Free Margin*.
- 1.11. **Client Questionnaire** – Bank's form to be filled in by the Client, including for the purposes of assessment of Client's compliance with the status (Private Client, Professional Client or Eligible Counterpart)
- 1.12. **Client** – a legal entity or a natural person who has open or intends to open a Current Account with the Bank and who uses or intends to use the service of non-cash Currency purchase/sale in the Marginal Accounts as offered by the Bank.
- 1.13. **LEI code** – a unique legal entity identifier (*Legal Entity Identifier*) allowing to identify legal entities operating in the financial market; it consists of a combination of 20 (*twenty*) letters and digits. The Bank shall not perform any Transactions with a legal entity without a valid LEI code.
- 1.14. **Law** – "Law on the Financial Instruments Market" of the Republic of Latvia.

- 1.15. **Limit** – closing of a previously open position or opening of a new position at a price more favourable to the Client than the market price at the moment of placement of the Order. Due to the market peculiarities, the *Limit* type orders may be executed partially or at a price that is either more or less favourable to the Client than the one stated in the Order.
- 1.16. **Agreement** – the documents regulating the relationships between the Bank and the Client and determining the procedure for opening the Marginal Account and provision of the Service to the Client. Depending on the requirements in the Bank's regulative documents effective at the time of conclusion of the Agreement, the Agreement shall include an Application for the opening of the Marginal Accounts and the "General Provisions of Transactions" (GPT), as well as these Provisions.
- 1.17. **Marginal Account** – Client's account (or several accounts in different Currencies) with the Bank intended for placement of collateral and settlement for completed Transactions.
- 1.18. **MF** – a product type within the Bank system and a type of the Marginal Account intended for carrying out the margin Transactions with currency supply from/to Client's current account with the Bank. Any currency in which the Client has a current account or Marginal Account, including collateral and/or available balance in the Marginal Account either in Base Currency or any other currency, may be credited to (or debited from) the MF type Marginal Accounts.
- 1.19. **Minimum Required Collateral** – 30 % (*thirty per cent*) of the amount of Required Collateral.
- 1.20. **MN** – a product type within the Bank system and a type of the Marginal Account intended for carrying out marginal Transactions without currency supply from/to Client's current account with the Bank. Only the collateral or available balance in Base Currency in the Marginal Accounts may be credited to (or debited from) the MN type Marginal Accounts.
- 1.21. **Required Collateral** – the required Client's cash balance in the Client's Marginal Accounts, expressed as a percentage of the amount of the Client's Open Positions.
- 1.22. **PNB Chat** – the electronic communication system of the Bank; the rights to use which have been granted to the Client by the Bank and the conditions for use of which are stated in the GPT and the Annex thereto "Provisions for Remote Services".
- 1.23. **PNB Trade** – the automated trading system of the Bank within PNB Internetbanka granting the Client the rights to conclude transactions with the Bank, the provisions for the use of which are laid down in GPT and annex "Provisions for Remote Services" thereto.
- 1.24. **PNB Vision** – the automated system of the Bank for remote access to the Account; rights to use this system have been granted to the Client by the Bank in accordance with the procedure laid down in GPT and the conditions for use of which are stated in the GPT.
- 1.25. **Provisions** – these Bank's "Provisions for Purchase and Sale of Non-Cash Currency in Marginal Accounts", which are Annex 17 to the Bank's "General Provisions for Transactions" (GPT).
- 1.26. **Order** – Client's Order to the Bank to conclude a Transaction in accordance with the rate specified by the Client within the Order Validity Term or until it is cancelled. The Order shall be considered as limit order for the purposes of the Law. Depending on the type, the Orders may be divided as follows:
- *TOD* – purchase or sale of non-cash Currency using another non-cash Currency where the settlement date is on the date of conclusion of the Transaction (T+0),
  - *TOM* – purchase or sale of non-cash Currency using another non-cash Currency where the settlement date is in the next business day which after the conclusion of Transaction (T+1).
- 1.27. **Service** – the service of purchase and sale of the non-cash Currency in the Marginal Accounts.
- 1.28. **Application for Opening of the Marginal Accounts** – a Bank form filled in by the Client and addressed to the Bank serving as a basis for conclusion of the Agreement.
- 1.29. **Private Client** – a Client who is not a Professional Client. In accordance with the Bank's "Client Classification Policy in Provision of Investment Services", the Private Client is subject to the highest level of protection of Client's interests and the Bank grants it to both natural persons and legal entities.
- 1.30. **Professional Client** – A Client who possesses the appropriate experience, knowledge and competence to independently make a decision on the investment and to properly assess the risks that he/she undertakes and who has entered into an agreement with the Bank regarding granting of the relevant status.
- 1.31. **Instruction** – an appropriately drafted Client's assignment/application submitted to the Bank for execution of the Transaction. The Instruction may be submitted as an application for immediate purchase or sale of a certain pair of Currencies in a certain amount or as a placement of an Order.
- 1.32. **Eligible Counterpart** – a Client to whom the Bank has granted the eligible counterpart status in accordance with the requirements of the Law and the Bank's "Client Classification Policy in Provision of Investment Services".
- 1.33. **Market Rate** – a rate that prevails at the particular time in the interbank currency exchange market and in accordance with which the Bank has the opportunity to enter into transactions with its counterparts in the international currency market.
- 1.34. **Value Date** – settlement date.
- 1.35. **Currency** – gold and currency quoted in financial markets. Gold shall be equalled to currency.
- 1.36. If any terms or abbreviations are used in these Provisions which are not defined in this section of the Provisions, such terms or abbreviations shall be interpreted in accordance with the terms and abbreviations defined in the GPT.

## **2. Scope of Provisions. Client status.**

- 2.1. These Provisions regulate the relationship between the Bank and the Clients in relation to the conclusion of Transactions.
- 2.2. Upon assessment of suitability of Services, the Bank shall grant one of the following statuses to the Client:
  - 2.2.1. Private Client status;
  - 2.2.2. Professional Client status;
  - 2.2.3. Eligible Counterpart status.
- 2.3. In order to determine the Client's status and suitability of the Service, the Bank shall use the information provided by the Client in the Client Questionnaire and shall assess other information provided by the Client to the Bank, as well as publicly available information about the Client's activities, knowledge and experience in transactions with financial instruments, considering that the Client's knowledge about transactions with the same type of financial instruments shall not give the Bank any reason to believe that the Client possesses knowledge of transactions with other types of financial instruments.
- 2.4. Should the Client refuse to fill in the Client Questionnaire and provide the information requested therein or if the Client fills in the form incompletely (failure to provide answers to all questions related to the Client, the Bank shall:
  - 2.4.1. warn the Client (upon receipt of the Client's written confirmation of warning in the place provided for in the Client Questionnaire) that the Bank has no opportunity to assess the suitability of the Transactions for the Client, nor shall the Bank be liable for any consequences which may occur as a result of the Client's refusal to provide this information;
  - 2.4.2. if the Client wishes to make Transactions, inform the Client that it is advisable to submit to the Bank additional information about his/her experience or knowledge of the financial instruments to be used for Transactions allowing the Bank to assess the Client's knowledge of the Transaction filed with financial instruments and/or inform Client of the fact that, in the opinion of the Bank, Transactions are not suitable for the Client.
- 2.5. The Bank shall have the right to refuse to provide a Service to a Private Client, to accept any Orders or to execute any Transaction, if the Bank considers that the Transaction is not suitable for the Client as a result of a negative assessment of the Service's suitability for the Client in the assessment test.
- 2.6. The Client may request to grant a status of Professional Client by submitting a completed "Application for the granting/change of Professional Client Status" to the Bank. The Professional Client status shall be granted in accordance with the Bank's "Client Classification Policy in Provision of Investment Services" and by entering into a separate written agreement between the Bank and the Client.
- 2.7. Upon Client's request, the Bank may grant the Client the Professional Client status if the Client complies with the following criteria:
  - 2.7.1. The Client has made the Currency purchase/sale transactions in the relevant market in a significant volume – at least 10 (*ten*) transactions per quarter during the previous 4 (*four*) quarters;
  - 2.7.2. The value of the Client's portfolio of financial instruments covering financial assets and financial instruments exceeds 500,000 (*five hundred thousand*) euro;
  - 2.7.3. The Client has at least 1 (*one*) year experience in the financial sector, in a position requiring knowledge of Transactions that the Client intends to carry out in the capacity of a Professional Client.
- 2.8. Before granting the Professional Client status, the Bank shall alert the Client of risks and changes in the field of marginal trading, including on investor protection rights that the Client may lose as a Professional Client.
- 2.9. The Client, by signing an agreement on granting the Professional Client status, shall confirm in writing that he/she has received such a warning and is aware of the consequences of the loss of such rights.
- 2.10. If it should be found that the Client no longer meets the requirements for the Professional Client status or if the Client has requested the cancellation of the Professional Client status, the Bank shall cancel the status of the Professional Client and inform the Client by sending the relevant notification via PNB Internetbanka.
- 2.11. If the Client's status of Professional Client is revoked in accordance with the Bank's "Client Classification Policy in Provision of Investment Services" while the Client still meets the requirements for status of Private Client and the Service is suitable for the Client, then the Bank shall make a change of status and further Transactions can be performed by the Client in the capacity of a Private Client. Conversely, if the Client's status of a Professional Client is revoked and the Bank considers that the classification of the Client as a Private Client is not appropriate for the Client, the Bank may terminate the provision of the Service to the Client. The Bank may, at any time, unilaterally terminate the Agreement by informing the Client thereof in accordance with the applicable terms and procedures.
- 2.12. If the Client, who in accordance with the Law would be granted the status of Professional Client, is granted the Eligible Counterpart status by the Bank, the Bank must obtain the Client's consent before granting such status by completing the Bank's Form "Consent to Application of the Eligible Counterpart Status".

## **3. Conclusion of the Agreement**

- 3.1. The Agreement shall be deemed concluded on the day the Bank has opened a Marginal Account for the Client on the basis of the Client's Application for Opening of the Marginal Accounts. The Application for Opening of the Marginal Accounts may be submitted to the Bank on paper or electronically via PNB Internetbanka if the Client has access to the relevant system and it provides such an opportunity.
- 3.2. Upon submission of the Application for Opening of the Marginal Accounts by electronic means, the Client confirms that:

- 3.2.1. he/she has familiarised him/herself with the GPT, including Provisions, "General Provisions for Processing Client Data", "Provisions for Remote Services", as well as Rates & Fees, consents to them and acknowledges them to be binding for the Client (person represented);
- 3.2.2. all the information submitted is truthful;
- 3.2.3. fully understands and agrees that, after submitting the application, the Currency transactions concluded may incur loss to the Client, an increase in the amount of the collateral may be requested at any time, additional funds may be required and that only the Client will be liable for the loss incurred;
- 3.2.4. fully understands and agrees that the conclusion the Currency Transactions is related to the use of provision of the electronic means of information transfer, telecommunications and software, and that it may not be possible to execute Currency Transactions and/or Orders placed by the Client due to a failure or disruption in the operation of such means communication, and that the Bank shall not be responsible in the event of such non-performance.
- 3.3. Each Marginal Account shall be opened in the Currency in which the Client shall carry out the Transaction. The Transaction Currencies shall be stated in the Client's Application for Opening of the Marginal Accounts.
- 3.4. Rates & Fees form an integral part of the Agreement, as well as any Orders and Instructions submitted by the Client to the Bank under the Agreement (including orally in accordance with GPT and these Provisions). The Agreement shall be entered into for an indefinite period.
- 3.5. Before entering into the Agreement, the Bank shall be entitled to request and the Client undertakes to provide the Bank with any information (both in writing, orally and by submitting the relevant documents) regarding Client's experience, knowledge, financial position and past performance with the Currency purchase and sale transactions.

#### **4. Collateral**

- 4.1. The collateral for carrying out the Transactions or maintenance of the Open Positions shall be the Equity.
- 4.2. In order to close a Transaction, the Client must provide the Minimum Collateral Amount of 1% (one per cent) of the Open Position in the Marginal Account, unless otherwise agreed between the Parties. The Bank may request an increase in the Minimum Collateral Amount in respect of the Client's Open Position in the specified Currency if, in the opinion of the Bank, significant fluctuation risks of these Currencies exist or any other significant risks identified by the Bank. In the event that the Client, upon request from the Bank, refuses to increase the Minimum Collateral Amount, the Bank may at any time to unilaterally close Open Positions or some of them, based on the Market Rate.
- 4.3. If as a result of a Transaction, Equity is less than 0.3% (zero point three per cent) of the Open Position, then the Bank may:
  - 4.3.1. close the Open Positions or a part thereof based on the Market Rate and directly offset any Client's claims and liabilities arising from the Transactions and directly debit the loss incurred by the Bank, if any, from the Client's Marginal Account or any other Client's Account opened with the Bank, if necessary, converting funds according to the Bank's exchange rate on the day of the transaction;
  - 4.3.2. to opt not to execute the Client's valid Orders, the execution of which would result in an increase in the Open Position.
- 4.4. If the Client has failed to close the Open Position at the Value Date before the SPOT (inclusive) by the end of the Business Day, then the Bank, using the SWAP operation, shall transfer the Value Date of this position to the next Business Day in accordance with the Bank's Currency purchase and sale rate.
- 4.5. The Client shall follow and take interest in the Open Position and maintain the Minimum Collateral Amount in the Marginal Account. The Bank shall not inform the Client of the insufficiency of the Minimum Required Collateral Amount in the Marginal Account, unless otherwise specified in the Provisions.

#### **5. Carrying out a Transaction**

- 5.1. The Bank shall conclude Transactions with Clients and accept Instructions, incl. Orders, from the Clients by phone or via PNB Chat during Business Days between 8.00AM and 6.00PM Latvian time.
- 5.2. The Client may submit Instructions and conclude Transactions independently via PNB Trade. In this case, performance of Transactions shall be automatic, including Calculation of the Required Collateral in the Marginal Account, and in case if the amount of Required Collateral in the Marginal Account is insufficient, the Client shall receive the appropriate notification about the insufficient Required Collateral and the impossibility of concluding the Transaction.
- 5.3. Verification of suitability of Transactions and Instructions.
  - 5.3.1. Verification of the suitability of the investment Services shall be made only regarding the Private Clients, when the said Private Client wishes to enter into a Transaction or submit an Instruction or an Order.
  - 5.3.2. If the Client, for whom, in the opinion of the Bank, considers the Transactions are unsuitable, nevertheless, submits an Instruction for the Transaction, the Bank shall:
    - 5.3.2.1. prior to the acceptance of the Instruction, warn the Client that, in the opinion of the Bank, the Client's knowledge and experience may be insufficient to understand the risks and potential losses of financial instruments. If the Client has refused to provide information in the Client Questionnaire, the Bank shall additionally warn that it cannot assess the suitability of such Instruction for the Client and, consequently, the Client may not receive the appropriate investor protection;

- 5.3.2.2. only upon receipt of the Client's explicit answer that the Client has received the warning, acknowledges and agrees to the risks and possible losses related to the Transaction, but nevertheless wishes to proceed with the Instruction, shall accept the said Instruction for the Transaction.
- 5.3.3. If the Client has made a request to the Bank not to make any warnings about the suitability of the Order and Transactions to the Client, submitting such request in writing or using PNB Internetbanka or PNB *Chat*, the Bank shall no longer issue such warnings.
- 5.3.4. If the Client has been granted access to PNB *Trade*, the Bank shall make such warning by informing the Client via PNB Internetbanka or PNB *Chat* as to which Transactions with financial instruments are not suitable for the Client, in the opinion of the Bank.
- 5.4. Acceptance of the Instruction and conclusion of the Transaction by phone or via PNB *Chat*.
- 5.4.1. When accepting an Instruction by phone or via PNB *Chat*, the Bank shall identify and authenticate the Client (only when the Transaction is accepted by phone) as follows:
  - 1) a natural person by Client code (CIF), name, surname, and Voice Password;
  - 2) a legal entity by Client code (CIF), Client's name and the name and surname of the Client's legal representative, and Voice Password;
- 5.4.2. When concluding the Transaction, the Bank shall verify whether the Client's Marginal Account has sufficient Required Collateral for the conclusion of the relevant Transaction and the Bank shall not conclude any Transactions for opening or increasing the position if the Minimum Required Collateral is not provided in the Client's Marginal Account.
- 5.4.3. When concluding a TOD, TOM, SPOT or FORWARD type Transaction, the Bank shall coordinate with the Client the name, amount, exchange rate, and Value Date of the Currency to be sold or purchased.
- 5.4.4. When concluding a SWAP Transaction, the Bank shall coordinate with the Client the name, amount, the 1st leg rate and the Value Date, the 2nd leg rate (or deviation from the 1st Leg Rate) and the Value Date of the Currency to be sold or purchased.
- 5.4.5. When concluding the Transaction or accepting the Instruction, the Bank shall:
  - 5.4.5.1. by phone, at the end of the conversation, shall clearly and explicitly confirm the terms of the Transaction concluded:
  - 5.4.5.2. via PNB Chat, in the text of the correspondence, clearly and explicitly shall confirm the terms of the Transaction concluded by using the key word "Confirm".
- 5.5. Submitting the Orders by phone or via PNB Chat.
- 5.5.1. The Bank, when accepting the Order or its modification/cancellation application by phone or via PNB Chat in accordance with Clause 5.4.1 of these Provisions.
- 5.5.2. Upon acceptance of the Order, the Bank shall co-ordinate with the Client the name, amount, exchange rate, Value Date (not mandatory, if the standard settlement date is provided for, e.g. SPOT) of the Currency to be sold or purchased, as well as Provisions of the Order.
- 5.5.3. If the Order that has not yet been executed is cancelled at the Client's request, the Bank shall confirm this fact via PNB Chat using the key word "Cancel" (or "Cancelled") and specify the information required for identification of the relevant Order (for example, currency pair, amount, course or date/time of submission of the Order).
- 5.6. Monitoring of a Transaction and Transfer of an Open Position.
- 5.6.1. The Bank shall re-evaluate (monitor) the Open Position of the Client in accordance with the Market Rate.
- 5.6.2. The Bank shall carry out SWAP Transactions for the transfer of Client's Open Positions. SWAP Transactions for Open Position transfers shall be carried out against the US dollar, unless otherwise agreed with the Client.
- 5.6.3. SWAP Transactions may be made by the Bank without a prior Client's Instruction, independently defining the SWAP Transaction terms, or by the Client, submitting the relevant Order for conclusion of a SWAP Transaction to the Bank.
- 5.6.4. SWAP Transactions for transfer of Client's Open Positions can also be carried out automatically every day if SWAP Transactions are not executed by either the Bank or the Client. In this case, the SWAP Transaction is concluded without a prior Client's Instruction. Reflection of the details of the Transaction in ABS "Platon" shall be considered to be the coordination of the Transaction terms between the Bank and the Client.
- 5.7. The Bank shall transfer the Funds from the Client's Marginal Account in accordance with the Payment instruction submitted by the Client in the amount of the positive value of Free Margin or reject the Payment instruction if the amount stated therein exceeds the positive value of Free Margin.
- 5.8. The Bank shall review the claims submitted by the Client (by phone, on paper or electronically) regarding a Transaction concluded or not concluded, or other circumstances in relation to the Transaction, and shall provide a material response to the Client in accordance with the procedure specified in the GPT.
- 5.9. The Client may see the Transactions made in the Marginal Account in the Statement of Account available on PNB Internetbanka. The Client is obliged to familiarise him/herself with this Account statement and inform the Bank immediately of any irregularities in the execution of the Transaction.

## **6. Control of Marginal Accounts**

- 6.1. The Client's Equity may not be negative.
- 6.2. The Bank shall continuously monitor and control the sufficiency of the Required Collateral in the Client's Marginal Accounts in relation to the Client's Open Positions.
- 6.3. In the event of insufficient collateral, during or at the end of the Business Day, the Bank shall:

- 6.3.1. inform the Client accordingly and offer the Client to supplement the Marginal Account or submit the Stop type Order for closure of the Open Position;
- 6.3.2. decide whether to accept Orders and conclude Transactions with the Client without restrictions or only for closing/reducing the Client's Open Positions;
- 6.3.3. if it is not possible to contact the Client or the Client refuses to supplement the Marginal Account, unilaterally draw the Stop type Order suitable for the Client for closure of Client's Open Position, however, if the Required Collateral becomes sufficient, the Bank shall cancel previously unilaterally drawn Stop type Orders if they have not yet been executed.

## **7. Closing the Marginal Accounts**

- 7.1. The Parties may terminate the Agreement by mutual agreement, provided that at the time of the termination of the Agreement, no Party has any outstanding obligations under the Agreement.
- 7.2. The Bank may unilaterally, without warning the Client, close the Client's Marginal Accounts and refuse to accept the Client's Instructions or Orders, refrain from executing Transactions and/or unilaterally terminate the Agreement in the following events:
  - 7.2.1. when all the Client's Current Accounts have been closed;
  - 7.2.2. if no transactions have been carried out within 6 (*six*) months and there is no cash balance in the Marginal Account, i.e., the balance of funds is equal to 0 (*zero*);
  - 7.2.3. in cases provided for in the Clause 3.11 of the GPT;
  - 7.2.4. in other cases provided for in the applicable regulatory enactments.
- 7.3. The Bank shall notify the Client on the events referred to in the Clause 7.2 of these Provisions, in compliance with the cases and deadlines specified in the Applicable Law.
- 7.4. In the event of termination of the Agreement, for all Transactions whose Value Date is not yet effective, the Bank shall perform the opposing Transactions at the Market Rate and offset the amount of Currency purchased or sold as a result of these Transactions, reflect the relevant Transaction results in the Client's Accounts with the Bank and omit execution of the Client's effective Orders.

\* \* \*