



CUSTOMER AGREEMENT

For Contracts for Difference

Company Name	VRGK Tech Pty Ltd (ACN 640 619 521)
Document Name	Customer Agreement
Product	Contracts for Difference (“CFDs”)
Date of document	17 October 2024
Registered Address	Three International Towers, Level 24, 300 Barangaroo Avenue, Sydney, NSW, 2000, Australia
Principal Place of Business	Three International Towers, Level 24, 300 Barangaroo Avenue, Sydney, NSW, 2000, Australia





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RISK WARNING NOTICE (the “Notice”)

1. The Notice

Please read the Notice carefully to understand the risks of trading on a margin or leverage basis. We provide services for trading derivative financial contracts. The contracts are traded on a margin or leverage basis, a type of trading which carries a high degree of risk to your capital. The price of the contract you make with us may change quickly and your profits and losses may be more than the amount of your investment or deposit. If you do not hold sufficient funds to meet your margin requirements, then we may (and will, where required by applicable laws or regulations) close your open positions immediately and without notice. You should not deal in the contracts unless you understand and accept the risks of margin trading. Trading in the Products may not be suitable for everyone.

You are considering dealing with us in financial instruments and investment contracts relating to various financial

markets. Unless separately defined in the Notice, words and expressions shall have the meanings given to them in the General Terms.

The Notice is designed to explain in general terms the nature of and some of the risks associated with the Products. We provide this warning to help you to take investment decisions on an informed basis. However, please note that each Trade will carry its own unique risks which cannot be explained in a general note of this nature.

The Products carry a higher risk of loss than trading many traditional instruments, such as shares in many large companies or fixed income securities such as bonds issued by governments or large companies. For many members of the public, trading in the Products is not suitable. It is very important that you should not engage in trading in the Products unless you know, understand and are able to manage the features and risks associated with such trading and are also satisfied that trading in the Products is suitable for you in light of





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your circumstances and financial resources.

In considering whether to engage in trading the Products, you should be aware of the following risks.

2. Leverage

A high degree of “gearing” or “leverage” is associated with trading the Products. This stems from the margining system applicable to the Products which generally involves a comparatively modest deposit of the overall contract value to open a Trade. This can work for you and against you. A small price movement in your favour can result in a high return on the money placed on deposit; however, a small price movement against you may result in substantial losses, possibly (subject to applicable laws and regulations) more than the money placed on deposit. Prices can move quickly particularly at times of high market volatility and, if these price movements are unfavourable to your Trade(s), you could quickly build up significant losses. If you do not maintain enough funds in your Account to satisfy your Margin

Requirements, we may close any or all of your Open Positions (in some circumstances without warning). If you are a Retail Client, if the Margin Level for your Account for CFDs reaches or falls below the Margin Close Out level, to the extent required under applicable laws and regulations, we will close any or all of your Open Positions for CFDs (in some circumstances without warning). This measure is designed to help limit the extent of your trading Losses. Your Open Positions may be closed at a loss for which you will be liable in accordance with the General Terms.

3. Nature of Margined Trades

The Customer Agreement explains in detail how the Products operate. Also, you should review examples and explanations found on the Website. They provide useful guidance on trading in the Products (and the risks associated with them). A Trade in one of the Markets is a Trade based on movements in The Price. The Price for a Market is set by us but relates to the price of the relevant Underlying Instrument. Whether you make a profit





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or loss will depend on the prices we set and fluctuations in the Underlying Instrument to which your Trade relates. Trades in the Products can only be settled in cash. Trades in the Products are legally enforceable. In certain circumstances your losses on a Trade may be unlimited (subject to the Terms governing negative balance protection for CFDs for Retail Clients). For instance, if you open a position with us by selling the contract in question and the price rises, you will make a loss on that Trade and it is impossible to know the limit of your potential losses until you close the Trade or your Open Positions are closed when your Margin Level reaches the Margin Close Out Level. You must ensure that you understand the potential consequences of the Products or Trade and be prepared to accept that degree of risk. You will not acquire the Underlying Instrument nor any rights or delivery obligations in relation to the Underlying Instrument.

4. Volatility

Whether you make a profit or a loss will depend on the prices we set and

fluctuations in the price of the Underlying Instrument to which your Trade relates. Neither you nor we will have any control over price movements in the Underlying Instrument. Price movements in the Underlying Instrument can be volatile and unpredictable. A feature of volatile markets is “Gapping”, the situation where there is a significant change to the Price between consecutive quotes. Gapping may occur in fast and falling markets or if price sensitive information is released prior to Market opening. The price at which we execute your Orders may be adversely affected if Gapping occurs in the relevant Market. Guaranteed Stop Loss Orders will always be executed at your specified Order price, but all other types of Orders will be executed when the Price meets or exceeds your specified Order price. If Gapping occurs, the price at which your Order is executed may significantly exceed your specified Order price.

5. Liquidity

A decrease in liquidity may adversely impact the Price and our ability to quote





and trade in a Market. If there is a significant reduction or a temporary or permanent cessation in liquidity in an Underlying Instrument, such events may be deemed an Event Outside of Our Control or Market Disruption Event (as applicable) under the Agreement and we may increase the Price, suspend trading or take any other action we consider reasonable in the circumstances. As a result, you may not be able to place Trades or to close Open Positions in any affected Market.

6. Dealing Off-exchange

Dealing in the Products is conducted exclusively off-exchange, a type of trading which is also called dealing "over the counter" or "OTC". In dealing with us off-exchange you deal directly with us and we are the counterparty to all of your Trades. When dealing on Markets which are not Centrally Cleared Markets, there is no exchange or central clearing house to guarantee the settlement of Trades.

7. Special Terms for CFDs applicable to Retail Clients

Leverage and margin restrictions

Trades in a CFD require you, as a Retail Client, to provide an initial margin of at least:

- if the Underlying Instrument for the CFD is an exchange rate for a major currency pair— 3.33% of the notional value of the CFD at the time of issue; and
- if the Underlying Instrument for the CFD is a major stock market index, an exchange rate for a minor currency pair or gold 5% of the notional value of the CFD at the time of issue; and
- if the Underlying Instrument for the CFD is a minor stock market index or a commodity other than gold—10% of the notional value of the CFD at the time of issue; and
- if the Underlying Instrument for the CFDs is a crypto asset—50% of the notional value of the CFD at the time of issue; and
- if the Underlying Instrument for the CFD is not referred to above — 20% of the notional value of the CFD at the time of issue.

8. Margin close out protection





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If at any time the net equity of your CFD trading account, as a Retail Client, is less than the aggregate close out protection amount for your open CFDs at that time that are connected to that account, we will, as soon as market conditions allow, terminate one or more of the following:

- your open CFDs that are connected to your CFD trading account;
- any of your other open CFDs that are connected to your CFD trading account that we specify for the purposes of this clause; until the time (later time) at which the first of the following occurs:
 - the net equity of your CFD trading account being equal to or greater than the aggregate close out protection amount for your remaining open CFDs at the later time that are connected to that account;
 - all the following being terminated:
 - a) your open CFDs that are connected to your CFD trading account;
 - b) any of your other open CFDs that are connected to your

CFD trading account and that we specify for the purposes of this clause.

9. Negative Balance Protection for CFDs

Pursuant to the ASIC regulations, if you, as a Retail Client, incur a liability under a CFD, our recourse is limited to the following:

Client Money held both:

- in a Client Money account for your benefit; and
- in relation to your CFD trading account;

Any other money held both:

- in your client money account for your benefit; and
- in relation to the CFD trading account; and
- that was paid into the client money account by us in relation to a dealing in a CFD by you;

Property held for your benefit in relation to the CFD trading account.

We'll provide you with negative balance protection which limits your maximum





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losses (including any costs that you incur) to the value of your Account equity, preventing your Account from going into deficit or negative balance; and

if you don't have enough money in your Account to support an open Position, you may be Closed Out of that Contract before you're ready.

GENERAL TERMS

The words "we", "us", "our" or any of their derivatives in the Customer Agreement refer to VRGK Tech Pty Ltd (ACN 640 619 521) ("VRGK") and its successors and any assignee, transferee or purchaser of our rights and/or obligations hereunder and any reference to us includes a reference to such successor, assignee, transferee or purchaser.

The words "you", "your", "yours" or any of their derivatives in the Customer Agreement refer to the person who opened the Account and/or is using the Products, and shall include, as the context may require, personal representatives (as the case may be).

This Customer Agreement, together the Product Disclosure Statement (the PDS), the Financial Services Guide (the FSG), Target Market Determination (the TMD), Privacy Policy, rules and regulations included on the Platform or Website, as may be amended, modified, supplemented or replaced from time to time (collectively the "Agreement"), shall apply to and govern each Account currently requested for, all Accounts opened and currently maintained, and all Accounts subsequently opened or established with us and in respect of all Transactions.

SCOPE OF THIS AGREEMENT

1. Introduction

1.1 The Risk Warning Notice, these General terms are part of the agreement between us and you which governs the trading service and all transactions we conduct with you.

1.2 We are licensed by the Australian Securities and Investment Commission ('ASIC') and holds an Australian Financial Services Licence (AFSL No.





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525757). Our registered office is located at Three International Towers, Level 24, 300 Barangaroo Avenue, Sydney, NSW 2000, Australia,.

1.3 Our AFSL authorises us to:

- Give general financial product advice in relation to derivatives and foreign exchange.
- Deal in relation to those same products; and
- Make a market for derivatives and foreign exchange contracts. This allows us to quote market prices to you.

1.4 We will maintain all governmental and regulatory licences, registrations and approvals required by law as may be necessary to continue to perform our obligations under this Agreement.

1.5 By completing the Application Form, agreeing to open the Account, maintaining or operating an Account, you acknowledge to us that you have received, read and understood, and agree to and undertake to be bound by, the Agreement and all its contents, and acknowledge and accept the risks and

other matters disclosed in the Agreement, as applicable to the Account.

1.6 You acknowledge that you have been provided with access to, and had the opportunity to read, the PDS, the FSG and the TMD. Your acknowledgements, acceptance, agreements and undertakings herein shall be conditions precedent to our performance of our obligations under this Agreement.

1.7 If there is any conflict or inconsistency between the provisions of this Agreement and any additional or specific terms in respect of the relevant Account, or Service, the latter shall prevail but only to the extent of such conflict or inconsistency.

1.8 Under the Corporations Act and associated regulations, you will be classified as a Retail Client unless you satisfy one of the requirements to be classified as a Wholesale Client and you apply to us to be so categorised. We will notify you of our decision and of your classification in writing. This





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Agreement doesn't apply to you if you're classified as a Wholesale Client.

1.9 The Products we issue include:

- Index CFDs
- Commodity CFDs &
- Foreign Exchange CFDs (FX CFDs)

1.10 When you trade CFDs, we act as principal and we are the issuer of the Products.

1.11 The Agreement between us and you apply to CFDs trading and govern all your trades and transactions conducted with us.

2. Your Agreement with us

2.1 Other materials which explain the basis upon which you trade with us but are not included in the Agreement are:

- the Market Information, which provides the commercial details for each Market, including Market Hours and other requirements for dealing in each Market. Market Information is located on the Trading Platform. When you use for example MetaTrader,

information specific to such hosting or trading application located on the Website shall supplement the Market Information.

- the Website – including the Trading Platform via which you will trade with us.
- the notices and policies – the Risk Warning Notice, the Conflicts of Interest Policy and any notices with respect to trading tools and third-party trading platforms (together “Notices and Policies”). We may make changes to the Notices and Policies from time to time and will make current versions of the Notices and Policies available to you on the Website.

CFDs are traded on a margin or leverage basis. The price of the Trade you make with us may change quickly and we do not guarantee that Losses will be limited to the amount of funds you have deposited in your Account. If you do not hold sufficient funds to meet your Margin Requirements, then we may close your open positions





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immediately and without notice. Please read the Risk Disclosures carefully to understand the risks of trading on a margin or leverage basis. You should not deal in the Products unless you understand and accept the risks of margin trading. Trading in these products may not be suitable for everyone.

2.2 Please read the Agreement, the Notices and Policies and the FSG, the PDS and the TMD carefully and seek professional advice if necessary. Unless we have agreed in writing that any part of this Agreement is not to apply, we will regard this Agreement as setting out all the relevant terms concerning the trading services and any Trades which you enter with us. Trades that we enter with you under this Agreement are legally binding and enforceable. By signing the Application Form or by electronically submitting your application on the Website, you confirm that you accept the terms of the Agreement. When we open an Account for you, you will be bound by the Agreement in your dealings with us.

2.3 Interpretation

Words and expressions have the meanings set out in the Definitions at clause 42.

2.4 Unless written notice is required in accordance with this Agreement, you may communicate with us in writing (including by email or other electronic means) or orally (including by telephone). Email, chat, text, instant messaging features whether transmitted through the internet, a proprietary network, a computer, or otherwise provided to you as a convenience to enhance your communications with us. We shall not be responsible for any loss or damage that results if any request is not accepted or processed. You agree that you shall use these features in compliance with applicable laws and regulations, and you shall not use them to transmit inappropriate information, including information that may be deemed obscene, defamatory, harassing or fraudulent.

2.5 The language of communication shall be English, and you will receive





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documents and other information from us in English.

2.6 The singular includes the plural and vice versa.

2.7 Reference to a person or individual includes an individual, a firm, a partnership, a body corporate, and an unincorporated body.

2.8 Any reference in the Agreement to any law, statute, 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 modification or re-enactment).

2.9 Headings are for reference only and do not in any way affect the meaning of this Agreement.

2.10 Each part of this Agreement is severable from the balance of this Agreement and if any part of the Agreement is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or

enforceability of the balance of this Agreement.

2.11 No failure by us to exercise, and no delay by us in exercising any right, power or remedy in connection with this Agreement will operate as a waiver of that right, power or remedy. No single or partial exercise of any right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy; and

2.12 This Agreement is not to be interpreted against our interests merely because we proposed these provisions or because we rely on a provision of this Agreement to protect ourselves.

3. General information

3.1 Our trading service is an electronic service and you specifically consent to the receipt of documents in electronic form via email, the Website or other electronic means. We will not send a paper form of any communication to you unless you request us to do so.





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3.2 You confirm that you have regular access to the internet and consent to us providing you with information about us and the services (including the Market Information), the costs and charges, the Notices, Policies, the FSG and the PDS by email or by posting such information on the Website or the Trading Platform.

3.3 Unless we notify you otherwise, we will classify you as a Retail Client for the purpose of the Corporations Act 2001 (the “Corporations Act”). You have a right to request a different categorisation but if we agree to this request, you will lose the protection of certain parts of the Corporations Act. In certain circumstances we may wish to re-categorise you, but if we do so we will explain clearly why we are doing this and the effect this will have on your rights.

3.4 We will deal with you as principal and not as agent on your behalf. This means that any Trades are agreed directly between you and us and we will be the counterparty to all your Trades.

3.5 Unless we agree otherwise in writing, you will also deal with us as principal and not as an agent or representative of another person. You will not permit any person to deal on your behalf unless we agree that such person (the “Agent”) can act on your behalf. We will be entitled to rely on any instructions given to us by the Agent in relation to your Account. We may require confirmation that the Agent has authority to act on your behalf at any time we reasonably consider appropriate.

3.6 Any advice that we provide to you is general advice only and has been prepared without taking account of your objectives, financial situation or needs. Before acting on any general advice, you should consider the appropriateness of the advice, having regard to your objectives, financial situation and needs. You should obtain and consider the PDS and the TMD for this product before making any decision about whether to acquire this product. We shall not give advice to you on the merits of any Trade and shall deal with you on an execution-only basis. None





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of the staff are authorised by us or permitted under the Corporations Act to give you personal advice. Accordingly, you should not regard any proposed trades, suggested trading strategies or other written or oral communications from us as investment recommendations or personal advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. If you require investment or tax advice, please contact an independent investment or tax adviser.

3.7 You will not have any rights of ownership, delivery or otherwise in any Underlying Instrument as a result of a Trade with us. We will not transfer any Underlying Instrument or any rights (such as voting rights or delivery obligations) in it to you.

DEALINGS WITH US

4. Your account

4.1 After we have accepted your Application Form, we will open your Account. We reserve the right to refuse to open an Account for any reason. Furthermore, we may change the features and criteria of the Accounts at any time by notifying you of the change whether on the Website, Trading Platform via email or otherwise. Except as otherwise set forth herein, the Customer Agreement will apply separately to each Account which we open for you. This means that a separate Cash balance, Net Equity, Total Margin and Margin Close Out Level will apply for each Account, and following an Event of Default, the Trades and Open Positions in respect of each Account will be dealt with separately from the Trades and Open Positions in respect of each other Account. An Open Position which is booked in one Account cannot be transferred to another Account except by closing that Open Position and entering a new Trade to create an Open Position in the other Account.

4.2 Notwithstanding the foregoing and subject to applicable laws, if you





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have more than one Account, we shall be entitled in our discretion (but shall not be obliged) without notice to set off any available Cash Balance, Net Equity, or other funds in one of your Accounts against any of your liability to us (including discharging Margin requirements or liabilities in one or more of your other Accounts) even if the exercise of such set off may result in the closure of open positions in any Account from which funds are transferred.

4.3 We are obliged by applicable legal and regulatory requirements to obtain information about your relevant investment knowledge and experience so that we can assess whether the Service or the Product is appropriate for you; and if it is not, to give you a suitable warning. If you choose not to provide us with the information we request or if you provide insufficient information, we will not be able to determine whether the Service or the Product is appropriate for you. In these circumstances we shall give you a suitable warning and we may not be able to open an Account for you. Please

note that we are not obliged to assess or ensure the suitability of any Trade you place.

4.4 We are also required to obtain certain information about your other investment activities to ascertain your status for the purposes of regulations which apply to trading in over-the-counter derivatives.

4.5 You undertake that any information you provide to us is correct. You must immediately inform us of any material change to the information provided to us on your Application Form or by any other means, including any change to your contact details, financial status or any of the information.

4.6 For each Account that we open for you, we will provide you with a unique Account number and/or Username, as applicable, and will require such other Security Information as we consider appropriate:

4.6.1 it is your responsibility to keep your Security Information (including your Account





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number and/or Username, as applicable) confidential.

4.6.2 you agree that you will not disclose your Account number and/or Username, as applicable, or any other Security Information to any other person.

4.6.3 we may agree separate Security Information with your Agent or any joint Account holders, and

4.6.4 when you deal with us or give us an instruction, we will require details of your Security Information, including your Account number (or in the event your Agent deals with us, your Agent's Account number) and/or Username as applicable.

4.7 Except where otherwise provided in this clause 4.7, you are responsible for paying any Losses, fees or charges arising from Trades entered into or instructions given using your Account number and/or Username, as applicable, and Security Information. You will not be responsible for Losses where it can be shown that such Losses

result from a person gaining access to the Trading Platform by abuse of the systems (that is by "hacking") except where such access results from your failure to comply with clause 4.5 or 29.5. If you fail to comply with these clauses then you will be liable for the resulting loss.

4.8 To the extent required by applicable laws and regulations, we will provide negative balance protection to Retail Clients for CFDs. This means that, in such circumstances, unless you have been classified as not being a Retail Client, your aggregate liability for all Realised Losses in respect of your CFD Trades cannot exceed your CFD Cash and Client Money Account (save in the event of error or fraud) and is subject to the special terms for CFDs governing negative balance protection.

4.9 If you open an Account jointly in the name of yourself and others, then:

4.9.1 we may act on instructions from either you or any other person in whose name the Account is opened (each a "Joint Account Holder"), including instructions





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to trade. In certain circumstances we may require instructions from all Joint Account Holders.

4.9.2 we may give any notice or communication to either you or another Joint Account Holder.

4.9.3 all Joint Account Holders shall be jointly and severally liable for Losses, fees or charges arising on a joint Account. Among other things, this means that any monies owed on the relevant Account shall be payable in full by you or any of the other Joint Account Holders, and

4.9.4 if you or any other Joint Account Holder dies, we may take instructions from and pay any balance to the survivor(s).

4.10 To the extent permitted under applicable laws and regulations, we may inform you that your Accounts will be Linked Accounts. Your Linked Accounts may be aggregated for the purpose of calculating your Margin Level, your Total Margin or otherwise as specified in this Agreement.

4.11 Your Account will be denominated in a Base Currency. Your Base Currency can be found on the Trading Platform. Trades for certain Markets may be conducted in other currencies however the resulting Open Positions may be valued at or converted to the Base Currency.

4.12 Credit and debit entries, including any Daily Financing Fees, deposits and withdrawals, will be made to your Account. You are responsible for monitoring your Open Positions and any activity in your Account. We are not obliged to monitor or advise you on the effect of any Trade, Order or Open Position. You may access your Account information by logging into the Trading Platform.

5. Instructions and basis of dealing

5.1 You may place an Order via the Trading Platform. In such circumstances:

5.1.1 When you do so you are offering to enter a Trade with us at the price we quote when you





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- complete all obligatory fields and click the relevant icon; and
- 5.1.2** When we receive your Order, we will provide you with an electronic acknowledgement of receipt, but you and we will be bound by a Trade only when details of the Trade are reported as executed on the Trading Platform. If you do not see details of the executed Trade on the Trading Platform, please call us immediately to confirm the status of the Trade.
- 5.2** We may accept Orders by telephone. In the event you place an Order by telephone:
- 5.2.1** Your oral instruction to Trade will constitute an offer to enter a Trade at the price we quote.
- 5.2.2** If you place an Order by telephone, you can only talk directly to an authorised person. We will not accept an Order left with other employees, on an answering machine or on a voice mail facility.
- 5.2.3** You and we will be bound by a Trade only when we execute the Trade.
- 5.3** You may place an electronic Order on the Trading Platform at any time or you may place a telephone Order with an authorised person during the Trading Hours. However, we will execute Trades only during times which are both the Trading Hours and the Market Hours for the relevant Market. Market Hours are as stated in the Market Information and may change from time to time.
- 5.4** Prices quoted by us (whether by telephone, the Trading Platform) do not constitute a contractual offer to enter a Trade at the price quotes or at all. We reserve the right to refuse to enter any Trade. Such situations include but are not limited to, when:
- 5.4.1** Trades are placed outside of the Market Hours.
- 5.4.2** Your Free Margin is insufficient to fund the proposed Trade.
- 5.4.3** Entry into the Trade would cause you to exceed the





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maximum Total Margin, if any, applied to your Account.

5.4.4 The Price or the Trade derives from a Manifest Error.

5.4.5 Event Outside Our Control or Market Disruption Events have occurred.

5.4.6 Any amount you owe us has not been paid, and

5.4.7 We believe the Trade would be in breach of this Agreement or any legal or regulatory requirement applicable to you or us.

5.5 If we accept a Trade before becoming aware of any of the events described in clauses 5.4.1 to 5.4.7, we may in our sole discretion treat the Trade as void or close the Open Position at The Price prevailing at the time we close the Open Position. If we choose to maintain the Open Position, you will be liable for the full value of the Trade when it is closed.

5.6 We may set minimum and maximum Quantities for opening and/or closing Trades in each Market and different minimum and maximum

Quantities for Trades placed on the Trading Platform or by telephone. Minimum and maximum Quantities (if any) are stated in the Market Information.

5.7 Subject to our right to refuse to enter any Trade pursuant to clause 5.4, we will use our reasonable endeavours to execute a Trade within a reasonable time after we receive it or after the conditions for an Order are fulfilled.

6. Execution of orders

6.1 We undertake and you acknowledge that we will deal in compliance with any applicable laws and regulatory requirements; we shall execute all dealings in the sequence in which they are received and recorded unless it would be fair and equitable to allocate such Trades on a different basis.

6.2 It is your responsibility on receipt to carefully check all transaction confirmations and statement documentation (whether received/accessed electronically or otherwise) and to bring any errors or





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omissions to our attention. In the absence of such written objection, the daily statements shall be deemed correct in all respects.

6.3 Orders may be placed as Market Orders to buy or sell an instrument as soon as possible at the price obtainable in the market, or limit and stop orders to trade when the price reaches a predefined level, as applicable to the various instruments offered. 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 thus not guaranteed executable at the specified level or amount.

6.4 We may, in its absolute sole discretion, execute a stop loss order in relation to any Trade where there are reasonable grounds to believe that subsequent price movements may be

adverse to you. We shall not be liable to you for any failure to exercise this discretion. A stop loss order is triggered when you have a Sell (Short) Position and the Trade is traded at or above the stop loss price; or when you have a Buy (Long) Position and the Instrument is traded at or below the stop loss price. Once a stop loss order is triggered or executed it becomes a Market Order and We shall use its best endeavours to execute the Market Order.

6.5 The acceptance of a stop loss order is not a guarantee or representation by Us that the stop loss order can be executed at the stop loss price.

6.6 We may at our discretion aggregate your orders with its own orders or orders of associates and/or other clients. In addition, we may split your orders. Orders will generally be aggregated or split where we reasonably believe it to be in your overall best interests, but you acknowledge that on some occasions the consequence of the aggregation or splitting may result in a less favourable





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price than your order having been executed separately.

7. The price

7.1 During Market Hours, we will quote two prices for the Market: a higher price (“Our Offer Price”) and a lower price (“Our Bid Price”); together these prices are known as “The Price” for a Market. The Price is determined by reference to the price of the Underlying Instrument which is quoted on external securities exchanges or dealing facilities that we select at our discretion.

7.2 If a Market Disruption Event or an Event Outside of Our Control occurs, we may not be able to provide a quote for The Price or execute Trades during Market Hours.

7.3 The difference between Our Bid Price and Our Offer Price is “Our Spread”. For certain Products, Our Spread may contain an element of charge or commission for us. For some Markets, Our Spreads change frequently and there is no limit to how large any such changes may be. You

acknowledge that when you close a Trade, Our Spread may be larger or smaller than Our Spread when the Trade was opened.

8. Closing trades

8.1 If you have an Account, you can close an open Trade by selecting that specific trade and closing it.

8.2 You will usually be able to close an Open Position during Market Hours.

8.3 You agree and acknowledge that:

- a) At any time, you may give us an instruction (by telephone or on the Trading Platform) notice of your intention to Close Out an open Position (whether in whole or part) by specifying the Position and the proportion of the Position that you wish to close;
- b) Upon receipt of a Closing Notice, We shall use reasonable endeavours to provide a quote for the Closing Price and notify you of that quote. It is your obligation to notify us as soon as possible as to whether you are willing to accept the Closing Price. Should





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- you accept the Closing Price of the Position, or relevant portion of the Position, will be Closed Out on the Closing Date;
- c) If we cannot determine a price because trading in the Underlying Market is limited, suspended, and/or a price cannot be determined by the Liquidity provider(s), then the Closing Price may, at its discretion, be determined by Us who may have regard to any factors it considers appropriate including, for example, the last traded price of the Underlying Market.
- d) Without limiting Our' discretion, if any Position ceases to be quoted on a Relevant Exchange, or is suspended from quotation, or subject to a trading halt for 3 or more consecutive Business Days, We may, in its absolute discretion, elect to terminate the relevant Position by providing written notice to you;
- e) It may not be possible to Close Out a Position if there is a suspension of trading or a trading halt in respect of the Underlying Market. In such a circumstance, We may decide, in its absolute discretion, not to Close Out a Position;
- f) Unless otherwise agreed in writing, we may Close Out a Position(s) if your Equity only covers 50% of the Total Margin Requirement for your open Positions. Your worst offending Position (i.e., the Trade with the largest loss) will be automatically closed at the first price available and as determined by the Instrument price, Liquidity, and other factors that may impact on execution times.
- g) Without limiting the above, if at any time trading on a Relevant Exchange is suspended or halted in any Underlying Market, we will, in determining the Closing Value of a Position, at its discretion have regard to the last traded price before the time of suspension or halt.

8.4 Settlement

You agree and acknowledge that payments to be made to you with





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respect to any CFDs will be made as follows:

- a) When a Position is closed, and settlement occurs a CFDs is closed out in accordance with these Terms & Conditions:
 - We will credit to your Account any amount payable by us to you; or
 - We will debit to your Account any amount payable to us by you;
- b) We reserves the right to offset any money owed to you against any money owed by you under these Terms & Conditions or any other agreement.

9. Orders

9.1 The types of Orders we accept, and which types of Orders attach to specific Open Positions are detailed in the Product Disclosure Statement. We may at our discretion limit the Quantity of any Trade and Orders we accept without notice. It is your responsibility to understand the features of an Order and how the Order will operate before you place it. Before you place an Order

for the first time, we recommend that you read the trading examples on the Website so that you fully understand the features of the Order type.

9.2 We endeavour to fill Orders at the Price reasonably available to us after the price specified is reached or at the occurrence of the event or condition specified in the Order. However, we may not be able to execute Orders if there is an Event Outside of Our Control in relation to an Underlying Instrument. For all Orders we may not be able to execute your Order at the price level you specify. We will endeavour to execute your Order at the Price nearest to your specified price.

9.3 We may, without limitation, set a minimum price range between the current the Price and the price or level of any Stop Orders, and we reserve the right not to accept any Orders which are less than this minimum price range.

9.4 When you place an Order to close an Open Position (a “Closing Order”):

9.4.1 if you close the Open Position before the Closing Order is





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executed, we will treat this as an instruction to cancel the Closing Order; and

- 9.4.2** if you close only a portion of the Open Position before the Closing Order is executed, we will treat the Order as an Order to close only the portion of the Open Position that remains open.

- 9.5** Guaranteed Stop Loss Orders are not available.

10. The fees and charges

10.1 Depending on the Market concerned, we may:

- 10.1.1** include an element of profit for us in Our Spread;
- 10.1.2** charge commission;
- 10.1.3** impose a Daily Financing Fee on your Open Positions; and/or

10.2 Where permitted by law, we may from time to time share a proportion of Our Spread, commissions and other Account fees with other persons including (without limitation) Referrers. In respect of Referrers, and with your prior written consent, we may collect

any fees and charges applicable to your Account from you, as consideration for the services the Referrer provides to you, as agent on behalf of the Referrer.

- 10.3** We do not currently receive a share of commission or similar payments from other persons in connection with any Trade under this Agreement. If this changes we will inform you.

11. Margin requirement

11.1 Before you place a Trade which creates an Open Position you must ensure that your Net Equity is sufficient to cover the Margin Requirement in respect of that Open Position. If your Net Equity is less than the Margin Requirement for the Open Position you wish to create, we may reject your Trade. The Margin Requirement must be maintained at all times until the Open Position is closed and may increase or decrease at any time until the Open Position is closed.

11.2 The Margin Requirement for an Open Position is calculated using the Margin Rate for the relevant Market.





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Margin Rates may be expressed as a percentage, number or other form applicable to the nature of the Market. The Margin Requirement may increase or decrease at any time until the Open Position is closed.

11.3 Margin Rates for each Market are stated in the Market Information. Unless otherwise stated in the Notices and Policies with respect to third party trading platforms, Margin Rates change as set forth in this clause 12.3. Changes to a Margin Rate will increase or decrease your Margin Requirement. For Margin Rates expressed as a percentage and all Open Positions the Margin Requirement may change as the Price for the relevant Market changes. Margin Requirement may also be affected by changes in the exchange rate between the Base Currency and the currency of any Open Position.

12. Margin close out level

12.1 If the Margin Level for your Account reaches or falls below the Margin Close Out Level, this will be classified as an Event of Default under

clause 16. In such circumstances we may (and will, where and to the extent this is required by applicable laws and regulations) close all or any of your Open Positions immediately with or without notice. In addition, we may, among other things, refuse to execute new Trades until your Margin Level exceeds the Margin Close Out Level. It is your responsibility to monitor your Account(s) at all times and to maintain your Margin Level above the Margin Close Out Level. We will close your Open Positions at the Price prevailing at the time when your Open Positions are closed.

12.2 We may but are not obliged to contact you before we take any action under clause 12.1.

12.3 You will be notified of the Margin Close Out Level applicable to your Account in the Product Disclosure Statement, on the Website or Trading Platform. We may alter the Margin Close Out Level applicable to your Account at any time, including where this is required to comply with applicable laws and regulations. It is





your responsibility to remain informed about the Margin Close Out Level applicable to your Account.

12.4 We will be entitled to notify you of an alteration to your Margin Close Out Level by any of the following means: post, telephone, fax, email, text message or by posting notice of the increase on the Website or Trading Platform.

12.5 The Margin Close Out Level is designed to help limit the extent of your trading Losses. There might be circumstances (e.g. suspended markets) in which we will be unable to close out Open Positions and we do not guarantee that your Open Positions will be closed when the Margin Level for your Account reaches the Margin Close Out Level or, save to the extent required by applicable laws and regulations, that your Losses will be limited to the amount of funds you have transferred into your Account. In such circumstances, we will modify your Open Positions and take such other actions as we consider to be reasonable.

13. Statements and contract notes

13.1 Periodic statements, including statements of your Cash, Open Positions and any charges made to your Account will ordinarily be sent to you no less than monthly, but in any event will send you a statement of your Cash no less than annually. In addition, upon your request, we will provide a statement of the Client Money held by us for you.

13.2 Other than on your specific request, contract notes and statements will be sent to you by email or by being made available through the Trading Platform.

13.3 Subject to the other provisions of this clause 13, it is your responsibility to review all statements received to ensure that they are accurate. If you believe that a statement received by you is incorrect, because it refers to a Trade which you have not placed or for any other reason, you must tell us immediately. Statements will, in the absence of a Manifest Error, be conclusive and binding unless we





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receive an objection from you in writing within 24 hours of receipt or we notify you of an error in the statement in the same period.

13.4 We will send you a contract note in respect of each Trade that we execute on your behalf, including any new Trade entered into when an existing Open Position is rolled over. The absence of a contract note will not affect the validity of any Trade that is reported as executed on the Trading Platform or is accepted by telephone. If you do not receive a contract note for any Trade you have executed or rolled over, please inform us immediately.

13.5 Contract notes will be sent to you as soon as reasonably practicable and no later than the close of the next Business Day after a Trade is executed.

13.6 Following delivery of a contract note pursuant to clause 13.5, you must notify us if you believe that a contract note is incorrect for any reason by no later than the close of the second Business Day after the relevant Trade is executed.

13.7 If you notify us that you believe a contract note is incorrect for any reason by the time specified in clause 13.6, you and we will attempt to resolve the difference and confirm the relevant Trade as soon as possible.

13.8 If we have sent you a contract note pursuant to clause 13.5 and you do not notify us that you believe that it is incorrect for any reason by the time specified in clause 13.6, you will be deemed to have agreed to the terms of the contract note.

14. Payments and withdrawals

14.1 If your Account shows a positive Cash balance, you may request that we make a payment to you of such amount. We may however elect to withhold any payment requested, in whole or in part, if:

14.1.1 you have Unrealised Losses on your Account; and/or

14.1.2 such payment would result in your Net Equity being less than zero; and/or

14.1.3 we reasonably consider that funds may be required to meet





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any Margin Requirement;
and/or

14.1.4 there is any amount outstanding from you to us;
and/or

14.1.5 we are required to do so under any relevant legislation or regulation; and/or

14.1.6 we reasonably believe resulted from market abuse in contravention of clause 24.

14.2 We may debit the Cash balance on your Account with any amount due and payable to us under this Agreement, and with any bank transfer charges we incur in transferring funds to you. In addition, you are responsible for all costs and expenses we incur as a result of you failing to pay amounts due or if you breach the Agreement including, without limitation, bank charges, court fees, legal fees and other third-party costs we reasonably incur.

14.3 If we credit a payment to your Account but subsequently discover that the credit was made in error, we reserve the right to reverse any such

credit and/or cancel any Trades which could not have been made or close any Open Position which could not have been established but for that credit.

14.4 Unless we agree otherwise, any amounts payable to you will be paid by direct transfer to the same source (in your name) from which you have made payment to us.

14.5 Payment of any amount due to us is subject to the following conditions:

14.5.1 unless otherwise agreed, payment must be made in the Base Currency for your Account.

14.5.2 if made by debit or credit card, the debit or credit card must be accepted by us and we reserve the right to charge an administration fee.

14.5.3 unless otherwise agreed your Account will be credited with the net cleared funds received after all deductions of bank charges or any other costs of transfer incurred in relation to the payment.





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14.5.4 if made by cheque or bank transfer, the cheque must be drawn on or the transfer made must be made from an account in your name with an approved financial institution or other bank we deem satisfactory.

14.5.5 if you wish to make a payment through any other bank (or card issued by such a bank) please contact us to confirm the acceptability of the bank concerned before a payment is required to be made; and

14.5.6 we do not accept cash or payments from third parties unless otherwise agreed.

14.5.7 If your Account is in debit, the full amount is payable on demand by you.

14.6 We may refuse to accept payment by cheque or banker's draft and may require immediate payment by telegraphic transfer, debit card or any other method of electronic transfer acceptable to us.

14.7 If you fail to pay any legitimate sum due to us on the due date in

accordance with this Agreement, it will be payable on demand.

15. Credit

15.1 We may at our discretion allocate Credit to your Account in accordance with this clause 15. You will be notified of the amount of Credit available on your Account in writing.

15.2 Credit will increase your Net Equity and this will allow you to place new Opening Positions. You will only be able to place new Opening Positions using Credit if your Net Equity is positive. Credit is to be used solely for Trading purposes.

15.3 Notwithstanding clause 15.2 above, Credit may not be used to pay Realised Losses.

15.4 Credit is not cash and unless we agree otherwise it may not be withdrawn or transferred from your Account to another account with us or any other financial institution. The provision of Credit is not a risk management tool and you acknowledge that the Credit on your





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Account and your indebtedness to us in respect of this Credit is not a limit as to your potential financial liability to us and it will not restrict your losses.

15.5 You acknowledge that Credit is determined by us at our discretion based on risk allocation and we may reduce your credit limit at any time. You therefore agree to inform us immediately should your personal financial circumstances change.

15.6 Provision of credit is subject to various terms at the time of issue. You should make sure that you understand and accept these terms before accepting any credit from us.

15.7 We reserve the right to alter the amount of Credit on your Account or to withdraw Credit for any reason on giving you 3 days' notice.

OUR RIGHTS IN SPECIAL CIRCUMSTANCES

16. Manifest error

16.1 A Manifest Error is an error, omission or misquote (including any

misquote by our dealer) which by fault of either of us or any third party is materially and clearly incorrect when considering market conditions and quotes in Markets or Underlying Instruments which prevailed at that time. It may include, but is not limited to, an incorrect price, date, time, Market or currency pair, financing calculation, rebate, commission or any error or lack of clarity of any information, source, commentator, official, official result or pronouncement.

16.2 If a Trade is based on a Manifest Error (regardless of whether you or we gain from the error) and/or closed on the basis of Manifest Error we may act reasonably and in good faith to:

16.2.1 void the Trade as if it had never taken place;

16.2.2 close the Trade or any Open Position resulting from it; or

16.2.3 amend the Trade, or place a new Trade, as the case may be, so that (in either case) its terms are the same as the Trade which would have been placed and/or continued if there had been no Manifest Error.





16.3 We will exercise the rights in clause 16.2 as soon as reasonably practicable after we become aware of the Manifest Error. To the extent practicable we will give you prior notice of any action we take under this clause but if this is not practicable, we will give you notice as soon as practicable afterwards. If you consider that a Trade is based on a Manifest Error, then you must notify us immediately. We will consider in good faith whether it is appropriate to take any action under this clause 16 considering all the information relating to the situation, including market conditions and your level of expertise.

16.4 In the absence of our fraud, wilful deceit or negligence, we will not be liable for any loss, costs, claims or demand for expenses resulting from a Manifest Error.

17. Event outside our control and market disruption events

17.1 We may determine that a situation or an exceptional market condition exists which constitutes an Event

Outside Our Control and/or a Market Disruption Event.

17.2 If we determine that an Event Outside Our Control or Market Disruption Event has occurred, we may take any of the steps referred to in clause with immediate effect. We will take reasonable steps to notify you of any action we take before we take any action to the extent practicable. If it is not practicable to give you prior notice, we will notify you at the time or promptly after taking any such action.

17.3 If we determine that an Event Outside Our Control and/or a Market Disruption Event has occurred, we may take one or more of the following steps:

17.3.1 cease or suspend trading and/or refuse to enter into any Trades or accept any Orders;

17.3.2 alter the normal trading times for all or any Markets;

17.3.3 change the Price and Our Spreads and/or minimum or maximum Quantity;

17.3.4 close any Open Positions, cancel and/or fill any Orders, and/or make adjustments to the





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price and/or limit the Quantity of any Trade, Open Positions and Orders;

17.3.5 change the Margin Rates and/or Margin Multipliers in relation to both Open Positions and new Trades;

17.3.6 change the Margin Close Out Level applicable to your Account;

17.3.7 immediately require payments of any amounts you owe us, including Margin Requirement;

17.3.8 void or roll over any Open Positions; and/or

17.3.8 take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.

17.4 In some cases we may be unable, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Underlying Instrument we consider necessary to hedge or protect our exposure to market and other risks arising from an Open Position. When

this occurs, we may close that Open Position at the prevailing the Price.

17.5 We will not be liable to you for any loss or damage arising under this clause 18, provided we act reasonably.

18. Event of default and similar circumstances

18.1 The following shall constitute Event of Default:

18.1.1 an Insolvency Event occurs in relation to you;

18.1.2 you are an individual and you die, become of unsound mind or are unable to pay your debts as they fall due;

18.1.3 the Margin Level for your Account reaches or falls below the Margin Close Out Level;

18.1.4 you act in breach of any warranty or representation made under this Agreement or any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or becomes untrue or misleading;





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- 18.1.5** any sum due and payable to us is not paid in accordance with this Agreement;
- 18.1.6** whether or not any sums are currently due and payable to us from you, where any cheque or other payment instrument has not been met on first presentation or is subsequently dishonoured or you have persistently failed to pay any amount owed to us on time including Margin Requirement;
- 18.1.7** at any time and for any periods deemed reasonable by us you are not contactable or you do not respond to any notice or correspondence from us; and
- 18.1.8** we reasonably believe that it is prudent for us to take any or all of the actions described in clause 18.2 in the light of any relevant legal or regulatory requirement applicable either to you or us.
- 18.2** If any Event of Default occurs, we may, in our absolute discretion, where and to the extent permitted under applicable laws and regulations, take all or any of the following actions:
- 18.2.1** immediately require payment of any amounts you owe us, including in respect of any Margin Requirement;
- 18.2.2** unless already closed or cancelled pursuant to clause 18.4, close all or any of your Open Positions;
- 18.2.3** convert any balance to your Base Currency in accordance with clause 21;
- 18.2.4** cancel any of your Orders;
- 18.2.5** subject to the application of clause 21, exercise our rights of set-off and combination;
- 18.2.6** change the Margin Close Out Level applicable to your Account;
- 18.2.7** impose a Margin Multiplier to your Trades or Account;
- 18.2.8** suspend your Account and refuse to execute any Trades or Orders;
- 18.2.9** alter or withdraw the Credit on your Account;
- 18.2.10** terminate this Agreement and/or





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18.2.11 take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.

18.3 We may, in our absolute discretion, also close your Account on 7 days' notice in the circumstances set out below. If we rely on our rights under this clause, your Account will be suspended during the 7day notice period and you will not be able to place Trades other than those to close existing Open Positions. If you have not closed all Open Positions within the period of 7 days' notice we shall be entitled to take any action within clause 18.2. The relevant circumstances are:

18.3.1 any litigation is commenced involving both of us in an adversarial position to each other and, in view of the subject matter of or any issues in dispute in relation to that litigation, we reasonably decide that we cannot continue to deal with you while the litigation is pending;

18.3.2 where you have persistently acted in an abusive manner toward our staff (for example by displaying what we consider to be serious discourtesy or the use of offensive or insulting language); or

18.3.3 where we believe on reasonable grounds that you are unable to manage the risks that arise from your Trades.

18.4 Without limiting our right to take any action under clauses 18.2 and 18.3, we may also close individual Open Positions and/or cancel any Orders where:

18.4.1 we are in dispute with you in respect of an Open Position. In this case we can close all or part of the Open Position in order to minimise the amount in dispute; and/or

18.4.2 there is a material breach of the Agreement in relation to the Open Position.

18.5 Without limiting our right to act under clauses 18.2, 18.3 and 18.4, we may in our discretion suspend your





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Account pending investigation for any reason. Whilst your Account is suspended you will be able to place Trades to close your Open Positions but you will not be entitled to place Trades which would create new Open Positions. Circumstances in which we may choose to exercise this right include but are not limited to the following:

- 18.5.1** when we have reason to believe that an Event of Default has occurred or may occur but believe that it is reasonably necessary to investigate circumstances with a view to confirming this;
- 18.5.2** when we have reason to believe that you do not have a sufficient understanding of the Trades which you are placing or the risks involved;
- 18.5.3** when we have not received within 10 days of a written request all information, that we believe that we require in connection with this Agreement; and/or
- 18.5.4** we have reason to believe that there has been a breach in your

Account security or that there is a threat to your Account security.

18.6 If we have suspended your Account pending investigation, we will use reasonable endeavours to conclude our investigation within five (5) Business Days. When we conclude our investigation, we will inform you whether trading on your Account may resume or whether we will seek to take further action pursuant to this Agreement.

18.7 We may exercise our rights to close Open Positions under this clause 19 at any time after the relevant event has occurred and will do so on the basis of the next available the Price for the affected Open Positions.

19. Ceasing to provide the Product

19.1 We reserve the right to cease offering the Product at any time at the discretion, including, without limitation, if the relevant Underlying Instrument from which the CFD is derived:

19.1.1 becomes difficult to borrow in the underlying market; or





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19.1.2 is prohibited from being short sold by government rules or regulations.

19.2 If a Product is removed from the list of Products that are available to short, we may close your Open Positions.

19.3 We are not liable for any loss or damage arising from or in connection with the closure of Open Positions in circumstances where we exercise this right.

20. Netting and set off

20.1 The Agreement and all Trades under it shall form part of a single agreement between us and you. You and we both acknowledge that we enter into the Agreement and any Trades under it in reliance upon the fact that these are part of a single agreement between us.

20.2 Without prejudice to our right to require immediate payment from you under the terms of this Agreement, but subject to the application of clauses 20.3 and 20.4 and applicable laws and

regulations, we will, at any time, have the right to:

20.2.1 combine and consolidate your Cash and any money we or any of our Associated Entities hold for you in any or all of the accounts you may have with us or with any of our Associated Entities; and

20.2.2 set off against each other the amounts referred to in (a) and (b) below:

- a) any amounts that are payable by us or any of our Associated Entities to you (regardless of how and when payable), including your Cash (if a credit balance), Unrealised Profits and any credit balance held on any account you have with us or with any of our Associated Entities, even if any of those accounts have been closed;
- b) any amounts that are payable by you to us or any of our Associated Entities (regardless of how and when payable), including, but not limited to, Unrealised Losses, interest, costs, expenses, and/or charges incurred in respect of, or any debit balances in, any





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account you have with us or with any of our Associated Entities, even if those accounts have been closed.

20.3 If any amount in clause 20.2.2(b) exceeds any amount in clause 20.2.2(a) above, you must pay such excess to us whether upon demand.

20.4 You are also entitled to require us to exercise the rights in clause 20.2 above in relation to all your accounts and/or Open Positions which have been closed.

20.5 If the rights under clauses 20.2, 20.3 or 20.4 are exercised, all the payment obligations will be consolidated into an obligation for you to pay a net sum to us or for us to pay a net sum to you.

21. Currency conversions and valuations

21.1 Where we are entitled to do so under this Agreement (including in connection with our rights under clauses 18 and 20) we may convert sums denominated in one currency to

another currency. We may also perform a notional currency conversion where this is required for valuation purposes.

21.2 Unless we have agreed otherwise, we will automatically convert any Cash, Realised Profits and Losses, adjustments, fees and charges that are denominated in another currency to your Base Currency before applying them to your Account.

21.3 Unrealised Profits and Losses that are denominated in another currency may be valued at or converted in notional terms to your Base Currency. Such balances are for your information only and are not final until the Realised Profits and Losses are converted and applied to your Account.

21.4 We shall perform any currency conversion or valuation at commercially reasonable rates (which may be up to and including +/- 0.5% away from the quoted prices or rates from time to time or as otherwise stated on our Website from time to time). We may receive remuneration from the counterparty to





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any foreign exchange transaction which we enter into.

21.5 If we have exercised our rights in connection with clauses 17 and/or 19 or you have made a payment to us in a different currency from that in which you were obliged to pay us, we may pass on to you all commission or other charges which we incur in any currency conversion we carry out.

22. Corporate actions and other events affecting underlying instruments

22.1 When a Corporate Action or an Insolvency Event occurs in relation to any Underlying Instrument and/or its issuer we may, acting in a commercially reasonable manner, adjust your Open Positions and/or Orders to reflect those actions and to put you in a position as close as possible to that of a direct holder of the Underlying Instrument.

22.2 The actions we may take pursuant to clause 23.1 include, but are not limited to:

22.2.1 changing Margin Rates, Margin Multipliers and/or the minimum

level of Guaranteed Stop Loss Orders both in relation to Open Positions and new Trades;

22.2.2 making a reasonable and fair retrospective adjustment to the opening price of an Open Position, to reflect the impact of the relevant action or event;

22.2.3 opening and/or closing one or more Open Positions on your Account;

22.2.4 cancelling any Orders;

22.2.5 suspending or modifying the application of any part of this Agreement;

22.2.6 crediting or debiting sums to your Account as appropriate;

22.2.7 taking all such other action, as we reasonably consider appropriate to reflect the effect of the relevant action or event; and/or

22.3 We may make dividend adjustments if a dividend is scheduled to be paid to the holders of the Underlying Instrument. These adjustments are normally made on the ex-dividend date. Long Positions receive adjustments net of tax, whereas





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short positions are charged the declared amount of gross tax, where applicable.

22.4 We shall use best endeavours to take any such actions as soon as we are reasonably able to do so and this will normally be as soon as is reasonably practicable after the relevant event has occurred.

22.5 When we adjust Open Positions, where possible we will adjust the Open Position as held by you to be effective from the commencement of Market Hours on the same Business Day on which the relevant event or action is effective in relation to the Underlying Instrument.

22.6 Depending on the event concerned, we may take any of the actions set out in this clause 21 without prior notice. If we do so, we shall give you notice at the time we take the action or as soon as reasonably practicable thereafter.

23. Representations, warranties and indemnities

23.1 Representations and warranties are personal statements, assurances or undertakings given by you to us on which we rely when we deal with you. You make the following representations and warranties at the time you enter into this Agreement and every time you place a Trade or give us any other instruction:

23.1.1 all information that you supply to us (whether in the Application Form or otherwise) is true, accurate and not misleading in any material respect;

23.1.2 if you are an individual, you are over 18 years old and under 80 years old;

23.1.3 except where we have agreed otherwise in writing, you act as principal and not any other person's agent or other representative;

23.1.4 you have obtained all necessary consents and have the authority to enter into this Agreement and/or to place any Trades and instructions;

23.1.5 if you are a company or body corporate you are properly empowered and have obtained





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all necessary corporate or other authority under your memorandum and articles of association or other constitutional or organisational documents;

- 23.1.6** you will not conduct any transactions (including Trades) which contravene laws or regulations in any jurisdiction in relation to inside information, market manipulation or market abuse;
- 23.1.7** you are not accessing the Trading Platform or dealing with us from the United States of America or its territories;
- 23.1.8** neither the entry into this Agreement, the placing of any Trade and/or any Order or the giving of any other instruction will violate any law, rule or regulation applicable to you;
- 23.1.9** you have not and will not upload or transmit any Malicious Code to the Trading Platform or Website or otherwise use any electronic device, software, algorithm, and/or any dealing method or

strategy that aims to manipulate any aspect of the Trading Platform or Website, including, but not limited to, the way in which we construct, provide or convey the Price; and

- 23.1.10** you will use the Products and services offered by us pursuant to this Agreement honestly, fairly and in good faith.

23.2 You agree that for the duration of this Agreement you will promptly notify us of any change to the details supplied by you on your Application Form, including in particular moving to another country or territory or any change or anticipated change in your financial circumstances, regulatory or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you.

23.3 Any breach by you of any warranty or representation made under this Agreement, including, but not limited to, the representations and warranties given in clause 23.1,





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renders any Trade voidable or capable of being closed by us at the then prevailing the Price, at our discretion.

23.4 To the fullest extent permitted by law, you release, discharge and indemnify, and agree to keep us and our respective officers, employees, agents and representatives indemnified from and against all sums of money, actions, proceedings, suits, claims, demands, losses and any other amounts whatsoever arising out of:

23.4.1 any default whether by your act or omission under this Agreement or any Order or transaction (including any Trade);

23.4.2 any breach by you of any applicable law including the Corporations Act and applicable market rules;

23.4.3 any representation or warranty made or given by you under this Agreement proving to be untrue or incorrect;

23.4.4 any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any

client, employee, agent or authorised Agent, consultant or servant of yours;

23.4.5 any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to use, or any error or inadequacy in the data or information input into such systems or networks by you;

23.4.6 anything lawfully done by us in accordance with, pursuant or incidental to this Agreement;

23.4.7 any instruction, request or direction given by you;

23.4.8 we complying with any direction, request or requirement of applicable market rules or the Corporations Act or any other regulatory body having jurisdiction over us; or

23.4.9 we in good faith accepting and acting on instructions received by you or any authorised Agent.

24. Market abuse

24.1 When you execute a Trade with us, we may buy or sell on securities





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exchanges or directly from or to other financial institutions shares or units in the relevant Underlying Instrument or financial instruments related to that Underlying Instrument. The result is that when you place Trades with us your Trades can have an impact on the external market for that Underlying Instrument in addition to the impact it might have on the Price. This creates a possibility of market abuse and the purpose of this clause is to prevent such abuse.

24.2 You represent and warrant to us at the time you enter into the Agreement and every time you enter into a Trade or give us any other instruction that:

24.2.1 you will not place and have not placed a Trade with us if to do so would result in you, or others with whom you are acting in concert having an interest in the price of the Underlying Instrument which is equal to or exceeds the amount of a Declarable Interest in the Underlying Instrument;

24.2.2 you will not place and have not placed a Trade in connection with a) a placing, issue, distribution or other similar event; b) an offer, takeover, merger or other similar event; or c) any corporate finance activity.

24.2.3 you will not place and have not placed a Trade that contravenes any law or regulation prohibiting insider dealing, market manipulation or any other form of market abuse or market misconduct; and

24.2.4 you will act in accordance with all applicable laws and regulations.

24.3 In the event that you place any Trade in breach of the representations and warranties given in this clause 24 or any other clause of this Agreement or we have reasonable grounds for believing that you have done so, in addition to any rights we may have under clause 18, we may:

24.3.1 enforce the Trade or Trade(s) against you if it is a Trade or





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Trades which results in you owing money to us;

24.3.2 treat all your Trades as void if they are Trades which result in us owing money to you, unless and until you produce conclusive evidence within 5 days of our request that you have not in fact committed any breach of warranty, misrepresentation or undertaking under this Agreement;

24.3.3 reserve the right to not grant you Negative Balance Protection in cases where we reasonably consider, in our sole discretion, that your negative Account balance has been caused by misconduct or market abuse. Where this is the case, we will let you know why we haven't applied Negative Balance Protection to your Account.

24.4 You acknowledge that it would be improper for you to deal in the Underlying Instrument if the sole purpose of such a transaction was to

manipulate the Price, and you agree not to conduct any such transactions.

24.5 We are entitled (and in some cases required) to report to any relevant regulatory authority details of any Trade or Order. You may also be required to make appropriate disclosures and you undertake that you will do so where so required.

24.6 The exercise of any of our rights under this clause 25 shall not affect any of our other rights we may have under this Agreement or under the general law.

25. Your Right to Cancel

25.1 You are entitled to cancel this Agreement by giving us notice in writing within a 7day cancellation period. You need not give any reason for the cancellation and the right to cancel applies even if you have already received services from us before the cancellation period expires.

25.2 The period for cancellation begins on the date the Agreement starts to apply to you.





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25.3 You may only give us notice of cancellation in writing. The notice will be considered received by us in accordance with clause 34.

25.4 As the price of the contracts depend on fluctuations in the Underlying Instrument which are outside our control and which may occur during the cancellation period, you have no rights to cancel this Agreement if any Trade placed by you has been executed before we receive notice of cancellation.

25.5 Following a valid cancellation and subject to clause 21.2, we will return any amounts you have deposited with us prior to receipt of your cancellation notice.

25.6 If you do not exercise the right of cancellation, the Agreement will continue in effect until either you or we terminate the Agreement by either of us giving notice in accordance with clause 25, or by our exercising any of our other rights to terminate under this Agreement. There is no minimum or

fixed duration of the Agreement and it will automatically renew annually unless otherwise terminated in accordance with its terms.

26. Complaints handling

26.1 If you wish to raise any complaint or Dispute you should contact us as soon as practicable. If we identify a Dispute, we will notify you as soon as possible.

26.2 Please keep your own record of dates or times of Trades and other issues as that will help us to investigate any complaints or disputes.

26.3 We operate an Internal Dispute Resolution policy to enable us to deal promptly and fairly with complaints. Details of this policy are available on request.

26.4 Any complaint or Dispute should in the first instance be referred to Client Support (details of which are given on the Website).

26.5 If either you or we notify the other party of a Dispute, you and we will





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consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information which can be applied to the subject of the Dispute.

26.6 If you remain dissatisfied with our investigation or handling of your complaint or dispute you may refer the matter to the Australian Financial Complaints Authority (“AFCA”), GPO Box 3, Melbourne VIC 3001. In particular, you have a right to refer your complaint or dispute to AFCA if you are classified as a Retail Client and were classified as such at the time of the event giving rise to the complaint or dispute. The services provided by AFCA are free of charge. Further information on AFCA can be found on its website www.afca.org.au.

Our Complaint Handling Policy is available at

<https://www.vrgkbroker.com.au/legal-information/>

MISCELLANEOUS AND LEGAL

27. Privacy and data protection

27.1 We will obtain and hold information about you (including, without limitation, personal information and information relating to your Account and your Account history) in accordance with data protection and anti-money laundering legislation. You agree that we can rely on, hold and process your information for the purpose of performing our obligations under this Agreement, including administering the relationship with you, managing your Account, recovering amounts payable, considering any of your applications, carrying out risk assessment, complying with regulatory obligations, and undertaking product development and analysis.

27.2 You agree to our disclosing any such information referred to in this clause 27:

27.2.1 in accordance with this clause 27;

27.2.2 where we are required to by law or regulatory obligation;

27.2.3 to regulatory authorities where appropriate or on reasonable request, and to such third parties as we reasonably





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consider necessary in order to prevent crime, e.g., the police; and

27.2.4 where reasonably necessary, to any third party which provides a service or licence to us in connection with the Products or services we provide for your Account or this Agreement, but only for the purpose of providing that service or licence or in connection with our compliance with any reporting, audit or inspection obligations to any such third-party service providers or licensors.

27.3 In order to provide services to you, you acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other countries, including some outside of Australia, and you consent to such transfer.

27.4 You consent to us, or our agents acting on our behalf, carrying out such credit and identity checks, including money laundering checks, compliance

regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a reference from your bank or any credit reference agency. You understand and agree that any third party referred to in this clause may share any information concerning you with us and other organisations involved in credit reference, the prevention of fraud and/or crime and/or money laundering or for similar purposes or to recover debts involved.

27.5 You authorise us to contact you by email, telephone or post to give you information about carefully selected products or services offered by us, that are similar or related to products or services provided or previously provided to you. You consent to us using your data for this purpose for the period you have an Account with us and after you close the Account. If you do not wish to receive such information then please contact us in writing or by telephone. Our Address and contact details are stated on the Website, and in the FSG and the PDS.





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27.6 By submitting the Application Form to us, you agree to be bound by the terms of the Privacy Policy as set out on the Website including authorising us to pass your personal data to selected Associated Entities or third parties (including Introducers) for the purpose of contacting you by email, telephone or post to give you information about carefully selected products or services offered by that party that are similar or related to the Products provided or previously provided to you by us. You consent to us using your data for this purpose for the period you have an Account with us. If you no longer wish to receive such information then please write to us at Our Address or write directly to the third party.

27.7 Where you have been introduced to us by an Introducer, you consent to us exchanging information with that Introducer in order to perform our obligations under this Agreement and as required by us to maintain our relationship with the Introducer. This may, without limitation, result in us

disclosing financial and personal information about you, your application, details of trading activity in the Account and/or your conduct of the Account and/or your use of our facilities (including information gained when you use our learning tools and trading simulators). If you no longer wish us to pass on such information then please write to us at Our Address.

27.8 We will use reasonable endeavours to contact you and notify you of any change to how we hold, process or disclose information, by posting a notice on the Website or sending you an email to your last known email address. If you do not tell us, you object to this change in writing within 60 days of the notice and you continue to maintain the Account after the expiry of this period of notice then we will regard you as having agreed to it.

27.9 If you wish to access information that we hold about you, or to have inaccurate information corrected please contact us by sending an email to our email address set forth on our Website. Please note we may require you to pay





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a fee for this information. Please note that certain information may be exempt from being disclosed and that in certain circumstances we may not be able to disclose certain information.

27.10 You agree that we may record all conversations with you and monitor (and maintain a record of) all emails and electronic communications sent by or to us. All such records are our property and can be used by us, amongst other things, in the case of a dispute between us or for training purposes.

Our Privacy Policy is available at <https://www.vrgkbroker.com.au/legal-information/>

28. Intellectual property

28.1 Our Website, including the Trading Platform, and any and all Information, software applications, documentation and other information, data and materials which we may supply or make available to you, either directly or through a third-party service provider or licensor (collectively “Our Materials”) are and will remain our

property or that of our third-party service providers or licensors.

28.2 All copyrights, trademarks, design rights and other intellectual property rights in Our Materials, including without limitation all updates, modifications, compilations and enhancements, and all derivative works based on any of Our Materials, are and will remain our property (or those of our third-party service providers or licensors as applicable).

28.3 We supply or make Our Materials available to you on the basis that (a) we can also supply and make them available to other persons and (b) we can cease or suspend providing any of them, but we will only do that if your Account has been closed or required by any of our third party service providers or licensors, by applicable law or as otherwise provided in this Agreement (unless stated otherwise in the Customer Agreement).

28.4 You may access and use Our Materials only as expressly permitted





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for the operation of your Account in accordance with this Agreement.

28.5 You must comply with any policies relating to any of Our Materials, or their use, including any additional restrictions or other terms and conditions that we or our third-party service providers or licensors may issue, of which we may notify you from time to time.

28.6 You must not supply all or part of Our Materials to anyone else and you must not copy or reproduce all or part of them without our prior written permission.

28.7 You must not delete, obscure or tamper with copyright or other proprietary notices displayed on any of Our Materials.

28.8 If we have provided any materials to you in connection with the Website you must return those to us on closure of your Account.

28.9 Except to the extent expressly permitted under this Agreement or any

other written agreement between you and us, you must not: (a) modify, translate or create derivative works based upon any of Our Materials; (b) take any action compromising or challenging, or threatening to compromise or challenge, the enjoyment or use by any other client of any of Our Materials or the rights of us or any of our third party service providers or licensors in any of Our Materials; or (c) reverse engineer, decompile or disassemble any of Our Materials comprising software or otherwise attempt to discover the source code thereof.

28.10 You must notify us immediately of any unauthorised use or misuse of any of Our Materials of which you become aware and, to the extent reasonably requested by us, provide us cooperation in remedying such violation and/or taking steps to prevent the future occurrence thereof.

28.11 We or our third-party service providers or licensors may from time to time modify market data, the Trading Platform or Website, or Our Materials,





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and/or methods or speeds of delivering the same, which modifications may require corresponding changes to the methods or means you use to access Our Materials and/or may sever or adversely affect your access to or use of Our Materials. Neither we nor any other Our Parties shall be liable for any such consequences.

29. Website and system use

29.1 We will use reasonable endeavours to ensure that the Website, mobile services and the systems can normally be accessed for use in accordance with this Agreement. However all or any of these may fail to work properly or at all or our premises may suffer from power failure. On this basis:

29.1.1 we do not warrant that they will always be accessible or usable;

29.1.2 we do not warrant that access will be uninterrupted or error free.

29.2 We may suspend use of the Website to carry out maintenance, repairs, upgrades or any development related.

We shall use reasonable endeavours to give you notice of this and to provide alternative ways for you to deal or obtain information as to your Account but this may not be possible in an emergency.

29.3 We warrant that we have the right to permit you to use the Website in accordance with this Agreement.

29.4 We will use reasonable endeavours to ensure that the Website is free from any Malicious Code, but we do not warrant that it will be free at all times of Malicious Code. You should use your own Malicious Code protection software that is up to date and of good industry standard. In addition, you must not upload or transmit any Malicious Code to the Trading Platform or other aspects of the Website.

29.5 You are responsible for ensuring that your information technology is compatible with ours and meets our minimum system requirements, as may be amended from time to time. The minimum system requirements





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currently in effect are set out on the Website.

29.6 We or other third-party service providers or licensors may provide you with Information in connection with the provision of the services. You agree that:

29.6.1 neither we nor any other Party shall be responsible or liable if any such Information is inaccurate or incomplete in any respect or for any actions you take or do not take based on, or your reliance upon, such data or information;

29.6.2 you will use such Information solely for the purposes set out in the Agreement;

29.6.3 you will truthfully complete and submit to us in a timely fashion:

- a) any declaration as we may require at any time in respect of your status as a user of Information; and
- b) any additional agreements with us or any of our third-party service providers or licensors relating to our provision to you of any Information;

29.6.4 such Information is proprietary to us or the provider and you will not retransmit, redistribute, publish, disclose, alter, amend, rent, loan, licence or display in whole or in part such data or information to third parties; and

29.6.5 you will pay any fees and other costs associated with your access to and use of any Information, of which as we may notify you from time to time and shall be responsible for payment of any and all taxes, charges or assessments by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating thereto, in respect of your access to and use of any Information.

29.7 Various access methods (e.g., mobile, desktop) may be made available to you. Different access methods may have different functionality and content from one another, and such content and





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functionality are subject to change without notice.

29.8 In the event you select to use a third-party software application to provide you with trading programs, signals, advice, risk management or other trading assistance or a third-party hosting or trading application (for example, MetaTrader), we do not assume any responsibility for such application, product or service. The foregoing shall apply irrespective of whether we offer, promote, or endorse to you such third-party application, product, or service.

30. Limitation of liability

30.1 Nothing in this Agreement shall exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for liability that cannot be excluded under any applicable laws or the requirements of any regulator.

30.2 Subject to clause 30.1, we shall not be liable for:

30.2.1 Event Outside Our Control;

30.2.2 any action we may take under:

- i. clause 17 (“Manifest Error”);
- ii. clause 18 (Event Outside Our Control or Market Disruption Events”); and/or
- iii. clause 19 (“Event of Default and Similar Circumstances”) provided that we act within the terms of those clauses and in particular act reasonably where required to do so;

30.2.3 any failure of communication (for any reason) within clause 30 (“Website and Systems Use”) including (without limitation) the unavailability of the Website (including the Trading Platform) or the telephone systems provided always we act within the terms of clause 30;

30.2.4 the use, operation, performance and/or any failure of any third-party trading systems, software or services not provided by us;

30.2.5 any claim loss, expense, cost or liability suffered or incurred by you (together “Claims”)





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except to the extent that such loss, expense is suffered or incurred as a result of our breach of the Agreement, negligence or wilful default.

30.3 Other than as described in clause 30.4 and subject to the limits on our liability in this clause 30, we are each only responsible for Losses that are reasonably foreseeable consequences of breaches of this Agreement at the time the Agreement is entered into.

30.4 Neither we nor any other Our Parties are responsible for indirect Losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us. Neither we nor any other Our Parties shall be liable to you for Losses which you incur which are foreseeable by us or other Our Parties because you have communicated the possibility of such Losses or any special circumstances to us or Our Parties.

30.5 Neither we nor any other Our Parties shall be liable to you for any loss

of profit or opportunity, or anticipated savings or any trading Losses.

30.6 The limitations of liability in clause 29 apply whether or not we or any of the employees or agents or any Our Parties knew of the possibility of the claim being incurred.

30.7 We carry on the business to which this Agreement relates in reliance on the limitations and/or exclusions in this clause being enforceable. We do not insure against any of the potential liabilities described in this clause. If the exclusions and restrictions are not acceptable to you, then you should not deal with us. Notwithstanding any other provision of this Agreement, where Sub-Division 2E of Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth), or any other legislation implies in this Agreement any term, condition or warranty, and makes void or prohibits application or exercise of, or liability under such term, condition or warranty shall be deemed to be included herein. However, our liability for any breach of such term, condition or warranty shall





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be limited, at our option, to either or both of the following:

- a. the supplying of the services again; or
- b. the payment of the cost of having the services supplied again.

31. Your money

31.1 Any money which you have transferred or transfer to us, or which has been transferred to us, which is to be held by us on your behalf, is Client Money within the meaning of the Client Money Rules and will be held by us on trust for you at all times and for this purpose. In accordance with the requirements of the Client Money Rules, Client Money must be and will be segregated from our own money.

31.2 We will hold Client Money on your behalf in an account with an Australian Deposit Taking Institution (ADI) or an approved foreign bank ("Client Money Account") which may (to the extent permitted by law) be invested on term deposit and will be established, maintained and operated in accordance with the Client Money Rules and as set out in the PDS.

31.3 Where any bank or other permitted third party holds money under this clause 31: (a) we will not be liable for the acts or omissions of, or failure or insolvency or any analogous event affecting, such entity; and (b) in the event of the insolvency or other analogous proceeding in relation to such entity, we may have only an unsecured claim against such entity on behalf of you and our other clients, and you may be exposed to the risk that the money recovered by us from such entity is insufficient to satisfy the claims of you and all other clients with claims in respect of the relevant account.

31.4 We do not pay interest on any Client Money (including where held on term deposit), or money that you transfer to us under clause 31.4, unless we have expressly agreed to do so in writing. You hereby acknowledge that any interest earned on your money held by us will accrue to us and (insofar as you are able and/or required to do so) you assign and convey to us the beneficial entitlement to such interest. Any interest charges or fees incurred in





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connection with our placing amounts on term deposit will be discharged by us and not passed on to you.

31.5 You will not grant any security interest over any Client Money held in your Account, or any claim against us for money due to you under clause 31.4, to any person other than us.

31.6 Where any amounts owed by you to us under the Agreement are due and payable to us, in accordance with the Client Money Rules we shall cease to treat as Client Money so much of any Client Money held on your behalf as equals the those amounts. You agree that we may apply that money in or towards satisfaction of all or part of those amounts due and payable to us. For the purposes of this clause, any such amounts owed by you to us under this Agreement become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.

31.7 We may transfer any money we hold for you as Client Money (after deduction of any amounts permitted by

the terms of this Customer Agreement) to another legal entity where we transfer all or part of the business to that entity and your Client Money relates to the business transferred. Where we transfer your Client Money to another legal entity under this clause, we shall require that such Client Money will be held by that entity for you in accordance with the Client Money Rules.

31.8 You agree that we shall be entitled to treat Client Money as due and payable to us, to the extent of all or any part of the obligations owed by you to us under this Agreement which are due and payable to us but unpaid.

31.9 In this clause 31, “Client Money Rules” means the provisions in Part 7.8 of the Corporations Act and the relevant provisions of the Corporations Regulations 2001 (Cth).

32. Tax

32.1 You are responsible for the payment of all taxes that may arise in relation to your Trades. Where, as a result of your trading, there is a tax





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charge under the Australian tax regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties due in any jurisdiction, we reserve the right to pass these on to you. We may elect to do so by withholding any such amounts from your Realised Profits. You may find additional information with respect to the practices in a Market on the Website or by calling Customer Support.

32.2 We shall not be responsible for any taxes that may arise as a result of a change in law or practice.

32.3 We shall not be responsible for advising you on any change in tax law or practice. You shall in all circumstances be responsible for your own tax advice in relation to your Trades.

33. Amendments and termination

33.1 We may amend or replace any clause or part of the Agreement in whole or in part by giving you written notification of the changes. Amendments to this Agreement will not be valid and binding unless they are

expressly agreed by us in writing. We will only make changes for good reason including but not limited to:

33.1.1 making them clearer or more favourable to you;

33.1.2 reflecting legitimate changes in the cost of providing the service to you;

33.1.3 reflecting a change of applicable law, regulation or codes of practice or decisions by a court, ombudsman, regulator or similar body;

33.1.4 reflecting changes in market conditions; or

33.1.5 reflecting changes in the way we do business.

33.2 Without prejudice to clause 33.3, you can expressly agree to the changes as set out in the Amendment Notice, or you can also be deemed to have accepted all the changes in its entirety from the effective date if your conduct subsequent to the Amendment Notice is consistent with you agreeing to the changes (such as by placing an Order with us after the Amendment Notice).





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33.3 If you object to any change you must tell us within 7 days of the date the notice is deemed received by you under clause 35 ("Notices"). If you do not do so you will be deemed to have accepted the change(s). If you give us notice that you object, then the changes will not be binding on you, but we may require you to close your Account as soon as reasonably practicable and/or restrict you to placing Trades and/or Orders to close your Open Positions.

33.4 Subject to clause 33.2 the amendments or new terms made pursuant to this clause 33 will apply (including to all Open Positions and unexecuted Orders) from the effective date (which we will state) of the change specified in the notice.

33.5 In addition to any other rights specified in this Agreement, we may cease to offer a Product or end this Agreement and close your Account at any time by giving you 7 days' written notice. This is in addition to any other rights to end this Agreement and/or close your Account which we may have. In the event that we cease to offer a

Product or a Market, you shall agree to close any Open Positions relating to such Product or Market during the 7-day notice period unless otherwise instructed by us. After the 7-day notice period, your Open Positions in relation to such Product or Market will be automatically closed out.

33.6 You may also end the Agreement and/or close your Account at any time, in whole or in part, by giving us written notice. Your Account will be closed as soon as reasonably practicable after we receive notice, all Open Positions are closed, all Orders cancelled and all of your obligations discharged.

33.7 Where either you or we provide notice to close your Account and/or end this Agreement under this clause 34, we reserve the right to refuse to allow you to enter into any further Trades or Orders which may lead to you holding further Open Positions.

33.8 In the event that there have been no Trades on your Account for a period of six years after the date you become entitled to a transfer of money held in





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such Account (notwithstanding any payments or receipts of interest, fees or similar items) and we are unable to trace you despite having taken reasonable steps to do so, you authorise and direct us to treat the balance of your Account as unclaimed money to be dealt with in accordance with the provisions of the applicable unclaimed money legislation. Where we do so, you will indemnify us and not hold us liable for that money.

34. General provisions relating to the Agreement.

34.1 A court or regulatory authority may decide that a part or clause of this Agreement is not enforceable. If this happens then the relevant part of the Agreement will be given no effect and will not be considered part of the Agreement. This will not invalidate any other clause or part of the Agreement.

34.2 You may not assign, novate or transfer any of your rights or obligations under this Agreement without our prior written consent. We may assign or transfer all or any of our rights and you provide a standing consent to the

novation of any of our obligations under this Agreement to any person on 30 days written notice. We will comply with applicable legal and regulatory requirements which may apply to this transfer, including obtaining your or any other party's consent where necessary.

34.3 Either you or we may elect not to require the other party to comply with this Agreement or may delay requiring the other party to do so. This will not amount to a waiver by the party making such election of its rights under this Agreement unless that party clearly states that this is its intention. This means that the relevant party can still require compliance with the Agreement in future.

34.4 Except as provided by clauses 33, 34, 35 and 35.5, no clause of this Agreement is intended to confer any benefit on any person who is not a party to it.

34.5 To the extent permitted by law and as required by us, the rights under this Agreement are held by us on our own





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behalf and may, accordingly, be enforced.

34.6 In the event of any conflict between any provision of the PDS and this Agreement, the provisions of this Agreement shall prevail.

35. Notices

35.1 This clause 35 does not apply when:

35.1.1 you place Orders and execute Trades pursuant to this Agreement, in which case communications shall be handled pursuant to clauses 5 and 6;

35.1.2 we provide notice of changes to Margin Requirements, Margin Rates or Margin Multipliers pursuant to clause 9; or

35.1.3 we provide notice of changes to the Margin Close Out Level applicable to your Account pursuant to clause 10.3.

35.2 When a notice may be given in writing, it may be provided by letter, fax, email or (to the extent permitted by

ASIC Rules), the Website including the Trading Platform.

35.3 We may send notices to you at your last known home or email address, place of work, fax, telephone, pager number or other contact details.

35.4 You must send notices by letter to Customer Support at Our Address.

35.5 Unless specifically agreed otherwise in the Customer Agreement, any notice given by us to you or by you to us will be deemed given and received if:

35.5.1 delivered by hand to Our Address in the Customer Agreement or to your last known home or work address: at the time of delivery;

35.5.2 sent by first class post on a Business Day: the next Business Day or second Business Day after posting if not sent on a Business Day;

35.5.3 sent by air mail from outside Australia: the second Business Day after posting (or the fourth





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Business day after posting if not sent on a Business Day);

35.5.4 sent by fax before 4pm on a Business Day: one hour after a “transmission complete” report is received. If sent by fax at any other time: at 9am on the next Business Day (provided a “transmission complete report” is received); and/or

35.5.5 sent by email before 4pm on a Business Day: one hour after sending. If sent by email at any other time: 9am on the next Business Day, (but an email will not be deemed to have been delivered if the sender receives a “not sent” “not received” or similar message from the email service provider).

35.6 Additionally:

35.6.1 we may give you a notice by SMS text in which case you will be deemed to have received such a message one hour after we have sent it, provided we do not receive a “not sent” message.

35.6.2 we may leave you a message on the Website or Trading Platform and this will be deemed delivered one hour after we have posted it.

36. Governing law, jurisdiction and language

36.1 The Agreement and our relations before we entered into this Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia.

36.2 The federal courts of Australia and the courts of the state of Victoria will have exclusive jurisdiction over any claim or matter arising under or in connection with the Agreement and the legal relationships established by the Agreement.

36.3 We shall be entitled to take proceedings against you in any other competent jurisdiction, and the taking of proceedings in any one or more jurisdictions will not preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the





extent permitted by the law of such other jurisdiction.

37. The Product terms

37.1 These - set out the terms and conditions under which we offer a range of CFDs and it forms part of the Agreement.

37.2 Unless separately defined in these -, words and expressions shall have the meanings given to them in the Customer Agreement. Contracts for Differences

37.3 A contract for differences (“CFD”) is an investment contract for which the profit or loss is the difference between the opening and closing price of the contract. The price of a CFD is determined by reference to the price of another financial instrument, such as: shares, indices, commodities, currencies (including cryptocurrencies) or fixed-income securities. Features of the CFDs are described below.

37.4 Trades in CFD Markets may be placed through the Trading Platform or by calling Customer Support.

37.5 We will quote, execute and settle Trades for CFD Markets in the currency in which the Underlying Instrument is denominated. However, we may convert the value of any Open Position for Account valuation and other purposes under clause 220 of the Customer Agreement (“Currency Conversions and Valuations”).

37.6 Commercial information (including but not limited to Market Hours, minimum and maximum Quantities and expiry dates) for each CFD Market is set out in the relevant Market Information.

37.7 For CFD Markets that do not specify an expiry date, your Open Positions will remain open until closed in accordance with the Customer Agreement (“Closing Trades”).

37.8 For CFD Markets that specify an expiry date (“Expiry CFD Markets”), your Open Positions will close and settle automatically on the expiry date specified in the Market Information unless you or we close the position in





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accordance with the Customer Agreement before that date.

37.9 You may give instructions to “roll” any Open Position in an Expiry CFD Market prior to the expiry date.

37.10 A leveraged FX contract is a margined over the counter (i.e. not executed on an exchange) trade between you and us where the price is determined by reference to the exchange rate between the currency pair that underlies the contract (“FX Contract”).

37.11 Trades in FX Contracts may be placed through the Trading Platform or as otherwise permitted in accordance with clause 5 of the Customer Agreement (“Instructions and Basis of Dealing”)

37.12 We may convert the value of any Open Position denominated in one currency to another currency for Account valuation and other purposes.

37.13 All Trades and Open Positions resulting from an FX Contract continue

until closed by you or us in accordance with the Customer Agreement. FX Contracts are not automatically closed or rolled on a daily basis. Profit and Loss

37.14 Profits and losses for an Open Position will be credited or debited to your Unrealised P & L. Unrealised Profits will allow you to place additional Trades but cannot be withdrawn until the Open Position is closed. Unrealised Losses will reduce the amount you have available to place Trades and may result in your positions being closed under clause 12 of the Customer Agreement (“Margin Close Out Level”).

37.15 For CFDs, when an Open Position is closed Realised Profit or Realised Loss is calculated as: the difference between the opening value of the Open Position (Quantity x the Price at opening) and its closing value (Quantity x the Price at closing).

37.16 For FX Contracts, when an Open Position is closed, Realised Profit or Realised Loss is calculated as: (the





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difference between the opening and closing price) x Quantity.

37.17 Realised Profits or Realised Losses will be credited to or debited from your Cash.

37.18 You are responsible for the payment of all taxes that may arise in relation to your Trades and we recommend. There may be taxes imposed that are not paid by us on your behalf. For all personal Tax enquires relating to tax arising from Trading, that you seek independent tax advice.

POLICIES

38. Conflicts of interest policy

38.1 Introduction

We aim to identify and prevent conflicts of interest which may arise between us and our clients, and between one client and another, in order to avoid any adverse effect on our clients. This Conflicts of Interest Policy (the "Policy") sets out procedures, practices and controls in place to achieve this. This Policy applies to all officers, directors (whether Executive or Non-Executive),

employees and any persons directly or indirectly linked to us (together "Personnel") and refer to interactions with all of our clients. Unless separately defined in this Policy, words and expressions shall have the meanings given to them in the Customer Agreement.

38.2 Regulatory requirements relating to conflicts of interest.

As a holder of an Australian financial services licence (an 'AFS license'), we are subject to conflicts management obligations under the Corporations Act 2001 ("Corporations Act"). Under section 912A(1) (aa) of the Corporations Act, we must have adequate arrangements for the management of conflicts of interest that may arise wholly, or partially, in relation to our (or our representatives) provision of financial services as part of the financial services business. ASIC's Regulatory Guide 181 (Licensing: Managing Conflicts of Interest) sets out detailed requirements of the conflict management obligations under the Corporations Act. We will use the





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following three mechanisms to manage conflicts of interest:

- controlling conflicts of interest;
- avoiding conflicts of interest; and
- disclosing conflicts of interest.

38.3 Scope

We have identified the types of conflicts which may occur in our business and which carry a material risk of damage to the interests of a client. These include, but are not limited to, when we or any person directly or indirectly linked to us:

- a) are likely to make a financial gain or avoid a financial loss at the expense of our client;
- b) have an interest in the outcome of a service or product provided to, or of a transaction carried out on behalf of, our client which is distinct from our client's interest in that outcome;
- c) have a financial or other incentive to favour the interests of another client or group of clients over the interests of our client;
- d) carry on the same business as our client;

- e) receive, or will receive, from a person other than our client an inducement in relation to the service provided to our client in the form of monies, goods or services, other than the standard commission or fee for that service; or
- f) design, market or recommend a product or service without properly considering all of our other products and services and the interests of our clients.

38.4 Guarding against conflicts of interest.

We have put in place the systems and procedures described below to: minimise the potential for conflicts of interest, to ensure that we have adequate arrangements to manage all conflicts of interest, and where possible to avoid material conflicts of interest.

38.5 Personal account dealing

All Personnel are bound by the requirements of the Personal Account Dealing Policy. All transactions undertaken by Personnel are actively





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monitored by the Compliance Department.

38.6 Production of investment research/research recommendation. We do not produce investment research or provide investment research recommendations.

38.7 “Need to Know” policy

Where Personnel are in possession of confidential or inside information such as information relating to a client's Trade, Personnel may not disclose such information to another party without ensuring that:

- there is a clear need-to-know on the part of the recipient;
- the procedures set out in this Policy are adhered to;
- where the information relates to a client, the information transfer is in accordance with the best interests of the client; and
- the recipient is made aware of the requirement to treat the information as confidential. Only information required for the intended use may be disclosed

and the receiving individual is then bound by the same restrictions. Personnel are required to take care when handling confidential information, such as information relating to a client's trades or personal details. In particular, Personnel are required to ensure that they do not leave documents containing confidential information on their desks and that they refrain from discussing confidential information in circumstances where it could be overheard by other Personnel who have no need to know such information.

38.8 Restriction on access to information/electronic data

The access to computer drives and to files located within drives is restricted by the use of passwords and user IDs. Computers are automatically locked if unattended for a short period. In addition, Personnel are reminded of the importance of data protection.

38.9 Gifts and inducements





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Personnel may not solicit or accept any gift or inducement which may influence their independence or business judgement or which could create a conflict with any duty owed to us or our clients. This restriction does not include special promotions on products and services which have been agreed by the senior management, nor does it cover corporate gifts and hospitality which are considered to be incidental to the ordinary business. Examples of gifts and inducements which may not be offered or accepted include cash, gifts readily convertible into cash or any other object of significant value. Personnel are required to register with the Compliance Department details of hospitality or gifts, whether given or received, with an estimated value in excess of \$50 (or the equivalent in other currencies) and to seek guidance from that department if in doubt about the suitability of any gift. Such items are recorded in the Gifts and Hospitality Register which is subject to regulatory inspection.

38.10 External business interests

Personnel undertake that they will not (unless granted prior written consent from the senior management or permitted under the terms of their employment) be engaged in or have an interest, either directly or indirectly, in any trade, business or occupation, which is or may be in competition with us and/or which would involve use of our time, property, facilities or resources.

38.11 Segregation of duties

Job roles are designed to limit the potential for conflicts of interest. Where appropriate and proportionate, systems and controls exist to prevent Personnel from undertaking roles where such a conflict may exist. However, due to the nature, scale and complexity of the business, there can be occasions when a member of staff is required to undertake duties that could give rise to a conflict. In this event, every effort is made to ensure that such circumstances exist only for a limited period or that additional controls are in place to identify inappropriate behaviour. All Personnel are regularly





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assessed for competency for their roles and Personnel are required to follow the internal procedures detailed in the Compliance Manual. Where a potential conflict may exist within a role, additional monitoring, control and sign-off procedures are in place to mitigate any such conflict. Audit records, reconciliation procedures and Compliance monitoring arrangements are also in place to ensure all processes are adequately controlled and reviewed.

38.12 Whistleblowing Policy

We are committed to ensuring that malpractice is prevented and, should it arise, to deal with it immediately. Employees are informed as to whom they can and should report public interest issues in the Company's Whistleblowing Policy. Employees should follow the steps laid out in this procedure, ensuring they are able to raise genuine concerns about malpractice without fear of harassment or victimisation.

38.13 Disclosure policy

We believe that the internal policies and procedures, systems and controls, generally mitigate the risk of any conflict of interest arising, either between us and our client or between two or more of our clients. Where, however, the potential for conflict arises and that conflict cannot be avoided we would either make a full disclosure or, if it is considered that the disclosure is an inappropriate method of managing the conflict, we would not proceed with the matter or transaction giving rise to the conflict. If any Personnel are aware of any circumstances which may give rise to a conflict of interest, they must immediately refer the matter to the Compliance Department.

38.14 Policy Review

We regularly review the Conflicts of Interest Policy to ensure that it covers conflicts that can be reasonably expected to arise within the course of the business. Any significant amendments to this Policy must be approved by the senior management.

39. Notice Regarding MetaTrader





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MetaTrader (including MetaTrader 5 and future MetaTrader product offerings that may become available) is a third-party trading platform provided by MetaQuotes for which we do not own the intellectual property. MetaTrader may or may not run in our data centre and may or may not be supported by the personnel. We offer MetaTrader trading platforms to offer the users the ability to select a platform that has the functionality that best suits their individual needs. However, users should be aware:

- 1) that we do not endorse MetaTrader; and
- 2) there are additional risks associated when using MetaTrader. Since MetaTrader is provided by a third party, we do not have total control over the platform and as such we cannot guarantee the accuracy or validity of the account financial information or trading history of a user stored on MetaTrader. Users that trade on MetaTrader are exposed to the risks associated with the system, including, but not limited to, the communication

infrastructure that connects us to MetaTrader. As a result of any system failure or other interruption on MetaTrader, orders either may not be executed according to your instructions or may not be executed at all. Furthermore, as a result of any system failure or other interruption of MetaTrader, you may not be able to place or change orders or view your trading positions or market data. MetaTrader is provided by a third-party provider and not us. Therefore, to the extent not prohibited by law, we shall not be liable for any losses or damages suffered or incurred from the use, operation, or performance of MetaTrader. In addition, we shall have no responsibility or liability for any direct, indirect, punitive, incidental, special or consequential damages that arise from any fault, inaccuracy, omission, delay or any other failure of MetaTrader. MetaTrader gives Users the ability to automate orders and trade requests. Where the number of these requests





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made by a User is excessively high and/or of a malicious nature, and in our sole opinion does not constitute reasonable or acceptable use, then we reserve the right to block that User, in our sole discretion.

40. Trading tools

40.1 We may from time to time offer market news, commentary, charting and analysis, trading performance analytics, signals-based products or services and other trading support tools (“Trading Tools”). Before using any Trading Tools, please read this note carefully. It complements the Customer Agreement and associated risk disclosures furnished by us and should be read in conjunction with them. Unless stated otherwise, any capitalised terms used below shall carry the same meanings as in the Customer Agreement.

40.2 The Trading Tools are general in nature and do not and will not consider your personal objectives, financial situation or needs. Before acting on a Trading Tool, you should consider its

appropriateness, having regard to your personal objectives, financial situation and needs.

40.3 We will not give advice to you on the merits of any trade and shall deal with you on an execution-only basis. None of the staff are authorised by us or permitted under Applicable Laws to give personal advice. Accordingly, you should not regard any proposed trades, suggested trading strategies or other written or oral communications from us as investment recommendations or personal advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. You have the final decision in relation to every trade you enter into. You should make every effort to ensure you understand the Trading Tools and we are entitled to assume that you do unless you have indicated otherwise. If you require investment or tax advice, please contact an independent investment or tax adviser.





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40.4 Hypothetical performance results have many inherent limitations, some of which are described below. No warranty or representation is made that any Account will or is likely to achieve profits or losses similar to those shown in connection with any Trading Tool. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved. Actual returns may be different to any hypothetical or indicative returns shown in any Trading Tool.

40.5 One of the limitations of hypothetical performance results is they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading platform in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general

or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

40.6 We do not undertake to continue to offer the Trading Tools at all times and may not offer the same in the future. We may withdraw or cancel any or all of the Trading Tools or terminate your access to any or all of them, for any reason or for no reason at any time with or without notice, in our sole discretion.

40.7 Trading Tools can only be used for your own personal benefit. They cannot be used for business purposes or on behalf of another person nor can they be varied, passed on or resold to or shared with (in whole or in part) another person or entity or used to place any trades outside of the platform.

40.8 You will not copy, modify, de-compile, reverse engineer, or make derivative works of or from the Trading Tools or the manner in which they operate.





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40.9 All intellectual property and other rights in the Trading Tools remain our sole property or the property of the licensors. We do not assign, license or otherwise transfer to you any right or interest in the Trading Tools whatsoever, except for the right to access and use the Trading Tools as expressly permitted by us in writing. In particular, but without limitation, all goodwill derived from the use or development of the Trading Tools will accrue exclusively to us. You will not do, or omit to do, or permit to be done, any act that will or may materially weaken, damage or be detrimental to the Trading Tools or the reputation of the goodwill associated with us or the Trading Tools.

40.10 We do not commit to, and are not obliged to provide you with, any number of Trading Tools and the delivery of Trading Tools is not guaranteed. We may provide the Trading Tools at such times, at such intervals and based on such factors as we may determine in the absolute discretion. You should not therefore use or rely on the Trading Tools as a method of monitoring prices,

positions/markets or making trading decisions, and no liability will be accepted by us in this respect.

40.11 The Trading Tools are provided "as is", without any representation or warranty of any kind whatsoever, including that they will be without interruption or error free.

40.12 We may suspend use of the Trading Tools at any time to carry out maintenance, repairs, upgrades or any development related issues, in order to comply with Applicable Laws or for any other reason determined by us in the sole discretion.

40.13 To the extent permitted by Applicable Laws, you agree not to hold us, the directors, officers, employees and agents liable for losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) non-delivery, delayed delivery or the misdirected delivery of any Trading Tool, (b) inaccurate or incomplete content of any Trading Tool or (c) your reliance on or use of the information in any Trading Tool for any purpose.





40.14 Any failure by you to comply with any of the above obligations or restrictions shall constitute an Event of Default under the Customer Agreement.

41. Fair Usage Principles

41.1 We are committed to providing the best possible service to all our clients, and to reserving the integrity and quality of the Trading Platform.

41.2 If, in our reasonable opinion, we consider it necessary, we may manage your use of, or access to the Trading Platform as we see fit in the circumstances.

41.3 We may apply limits to your usage of the services we provide, for various reasons. This includes but is not limited to, if your use of the Trading Platform is not considered by us as appropriate or fair, if it affects (or may affect) other clients' use of the Trading Platform, or if it is significantly different from the usage that we would expect from a client.

41.4 If the circumstances occur under which we could impose a limit on your

access to the Trading Platform, we may at our sole discretion, suspend or terminate your ability to access the Trading Platform. We will not do so without giving you prior notice (except in extreme circumstances) and will only do so if it is reasonable in all circumstances or as a last resort.

41.5 In order to encourage a responsible attitude towards the use of the system resources, and to ensure that you are using the Trading Platform in a manner that is consistent with this fair usage principles, we will monitor the order-to-trade ratios of clients. Each order, cancellation, or modification message entered by a client is counted as an 'order' for the purposes of calculating this ratio.

41.6 Ratios will be monitored by the trading team. Actions that will be taken as a result of excessive system usage are not taken automatically.

41.7 In the event of transaction ratios being exceeded, we will investigate the causes on an individual, case by case basis and contact the clients directly





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before taking any action except in exceptional circumstances (such as extreme adverse market conditions).

41.8 If there are reasonable grounds to believe that it is necessary, we may pass on some or all of the funding fees covered by us during account funding.

41.9 We may pass on these charges if, after investigation, we have reasonable grounds to believe that a deposit or withdrawal of funds is not considered by us to be appropriate or fair, because its motive is not expressly for the purpose of funding an account. For example, it is motivated by a desire to generate loyalty scheme points.

41.10 Actions that will be taken as a result of excessive funding usage are not taken automatically. In the event preserved funding abuse, we will investigate the causes on an individual, case-by case basis and contact the clients directly before taking any action except in exceptional circumstances.”

42. Definitions

To help you with reading the Customer Agreement, we have provided definitions for some of the terms used in the Customer Agreement:

“Account Application” means an application to open an Account in the form required by us from time to time.

“Account” means the trading account that you hold with us.

“AFCA” means the Australian Financial Complaints Authority.

“Agent” means an agent or representative who we agree may act for you and/or give instructions on your behalf in respect of this Agreement.

“Agreements” means these Term and Conditions, the PDS, the Account Application Form, Privacy Policy and any other terms and conditions which we tell you apply to the provision of the financial services and products by us to you.

“AFSL” means an Australian financial services licence granted by the Australian Securities and Investments Commission (ASIC), the regulatory





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body which licenses and supervises the business.

“Amendment Notice” means a notice given by us pursuant to clause 34.1.

“Application Form” means the form(s) (in paper or electronic form) which you complete to open an Account and to trade with us under this Agreement.

“Authorised Person” means a person authorised to bind you in accordance with clause 8 of these Terms & Conditions.

“Base Currency” is the currency in which your Account is denominated and in which we will debit and credit your Account.

“Business Day” means a day on which banks are open for general banking business (a day other than a Saturday, Sunday or public holiday) in the State of Victoria, Australia.

“Cash” means a figure stated on the Trading Platform which represents the amount of cleared funds available in your Account.

“CFD” means a contract for differences which is an investment contract for which the profit or loss is the difference between the opening and closing price of the contract.

“Corporate Action” means the occurrence of any of the following in relation to the issuer of any relevant Underlying Instrument:

- a. any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity;
- b. any acquisition or cancellation of own shares/equities by the issuer;
- c. any reduction, subdivision, consolidation or reclassification of share/equity capital;
- d. any distribution of cash or shares, including any payment of dividend;
- e. a take-over or merger offer;
- f. any amalgamation or reconstruction affecting the shares/equities concerned; and/or
- g. any other event which has a diluting or concentrating effect on





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the market value of the share/equity which is an Underlying Instrument.

“Cleared Funds” means the amount of funds that have been deposited or credited to your Account, for the purposes maintaining open Positions, or for any other purpose.

“Closed Out” or “Close Out” means the termination of all or part of your Position in compliance with the Agreements.

“Closing Date” means in relation to a CFD or Margin FX Trade the date on which you accept the Closing Price of the Instrument, or on which a Closing Date is deemed to have occurred in accordance with these Terms & Conditions.

“Closing Notice” means the notice given by one party to the other to close any CFD or Margin FX Trade, in accordance with these Terms & Conditions.

“Closing Price” means in relation to a CFD, Margin FX Trade, the price as determined by us at the time VRGK receives the Closing Notice.

“Closing Value” relates to a CFD and Margin FX Trade, where the Closing Price is multiplied by the Trade Quantity.

“Conflicts of Interest Policy” means the policy on potential conflicts of interest that may arise in providing the services and how we manage them.

“Common Reporting Standard (‘CRS’)” means the global reporting standard for the automatic exchange of information (AEOI) as enacted pursuant to The Tax Laws Amendment (Implementation of the Common Reporting Standard) Act 2016.

“Corporations Act” means the Corporations Act 2001 (Commonwealth).

“Credit” is a fixed amount determined by us and allocated to your Account.

“Daily Financing Fee” means the charge which we apply daily to an Open Position. Details of the Daily Financing Fees are set out in the Product Disclosure Statement and on the Website.





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“Declarable Interest” means the prevailing level or percentage at the material time, set by law or by the stock exchange(s) or other facility upon which the Underlying Instrument is traded, at which financial or other interests in an Underlying Instrument must be publicly disclosed.

“Dispute” means any dispute between you and us which, in the sole opinion of the party notifying the other party of the dispute, is required to be subject to the dispute resolution procedure set out in clause 27.

“Disputed Transaction” means a dispute arising between us and you relating to any transaction governed by these Terms & Conditions.

“Equity” means the cash balance of your Account including (after) any running losses and/or profits on open Positions. The account equity is an indication of the performance of a trading account as it considers your account balance and how each individual Position is performing.

“Event of Default” has the meaning given in clause 18.1.

“Event Outside Our Control” means any event preventing us from performing or otherwise delaying or hindering the performance of any or all of the obligations under the Agreement and which arises from or is attributable to any acts, events, omissions or accidents beyond our reasonable control including (but not limited to):

- a. an emergency or exceptional market condition;
- b. compliance with any law, governmental order or regulatory requirement, or any change in or amendment to any law, regulation or rule (or in the application or official interpretation by any court, tribunal or regulatory authority);
- c. any act, event, omission or accident which, in our opinion, prevents us from maintaining orderly trading or hedging activities or meeting increased margin payments with third party brokers in any market in one or more of the Underlying Instruments in relation to which we ordinarily accept Trades;
- d. the occurrence of an excessive movement in the level of any





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- Trade and/or the Underlying Instrument or our anticipation (acting reasonably) of the occurrence of such a movement;
- (e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations;
- e. any strike, lock-out or other industrial dispute, riot, terrorism, war, civil commotion, nuclear, chemical or biological contamination, act of God, malicious damage, accident, breakdown of equipment, fire, flood, storm, interruption of power supply, failure of a utility service or breakdown of or interruption in any electronic, communication or information system; and/or
- f. the suspension or closure of any index/market/exchange/clearing house or the abandonment or failure of any factor or of the Underlying Instrument upon which we base, or to which we may relate, the Prices, or the imposition of limits or special or unusual terms on any such factor.
- “Financial Services Guide or FSG” means a document we provide which includes information about us, the services, charges and contact details.
- “Financial Product” means an OTC derivative product that we offer.
- “The Foreign Account Tax Compliance Act (“FATCA”)” means section 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations and includes: any treaty, law or regulation of any other jurisdiction relating to an intergovernmental agreement between the US and any other jurisdiction, which facilitates the implementation of relevant laws or regulations; and any agreement pursuant to the implementation of any relevant treaty, law or regulation with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.
- “Future or Forward” means the price that a CFD is quoted at based on a





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future date. The quoted price of a Future or Forward Trade considers financing costs and (if applicable) dividends.

“Hedging” is a strategy engaged by us to manage exposure to Position(s) which involves the entering of its own positions with a Liquidity Provider(s).

“Information” means such market data, news feeds and other information as we may supply or make available to you, either directly or through a third-party service provider or licensor, together with any element thereof as used or processed in such a way that it can be identified, recalculated or re-engineered from or used as a substitute for such data or information.

“Initial Margin” means an amount required to be deposited by you with us to open a Position.

“Insolvency Event” means, in respect of any person:

a resolution is passed or an order is made for the winding up, dissolution or administration of such person,

any bankruptcy order is made against such person,

the appointment of a receiver, administrator, manager, administrative receiver or similar officer, or if any encumbrancer takes possession of or sells, all or any part of the business or assets of such person,

the making of an arrangement or composition with creditors generally or the or the filing with court documents or making of an application to court for protection from creditors generally, or any arrangement which has that effect, or

if the relevant person becomes insolvent or is otherwise unable to pay its debts as they become due, or any act of insolvency or event that is analogous to those set out of this definition applies to the person concerned.

“Instrument” means the CFDs Trade that is provided by us. An Instrument is referred as a symbol on the Trading Platform.





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“Liquidity” means the amount (by volume) of buy or sell orders at bid and ask prices.

“Liquidity Provider(s)” means an external counterparty (company, bank or financial institution) that provides a buy and sell price in a financial instrument, security, or asset, and can accept trades and orders for the purposes of risk management. This may also be referred to as a Hedging counterparty.

“Limit Order” means an Order which will be executed when the price of a Market reaches a price which is more favourable to you than the Price at the time you place the Order.

“Long Position” means an Open Position resulting from a Trade or Trades placed to buy units of a Market at Our Offer Price.

“Losses” means any losses, claims, injuries, damages, judgments, interest on judgments, assessments, taxes, costs, fees, charges, amounts paid in settlement or other liabilities (including, without limitation, reasonable attorneys’ fees, costs of collection and any

reasonable cost incurred in successfully defending against any claim), provided that a person’s Losses will not include any injuries, costs, losses and expenses which are directly caused by the relevant person’s fraud, wilful default or gross negligence.

“Malicious Code” means any computer virus, Trojan horse, worm, time bomb or similar code or component designed to disable, damage, disrupt, manipulate, amend or alter the operations of, permit unauthorised access to, or ease, destroy or modify any software, hardware, network or other technology.

“Manifest Error” has the meaning given by clause 16.1.

“Margin Requirement” means the amount of money that you are required to deposit with us as consideration for entering into a Trade and maintaining an Open Position.

“Market” means a Trade we make available which is comprised of a unique set of price information, minimum and maximum Quantity, expiry and other commercial features





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determined by reference to an Underlying Instrument.

“Market Disruption Event” means any of the following events:

- a. trading in respect of the Underlying Instrument is suspended or limited for any reason whatsoever, including by reason of movements in the price of the Underlying Instrument exceeding limits permitted by the relevant exchange or limits or special or unusual terms are imposed on the trading of the Underlying Instrument by the relevant exchange or a trading venue;
- b. trades which we have entered in relation to any relevant Underlying Instrument or other relevant financial instrument are cancelled or suspended by the relevant exchange or clearing house;
- c. an unusual movement in the level of, or the unusual loss of liquidity in respect of, the Underlying Instrument or our reasonable anticipation of the occurrence of the same; and/or

- d. the occurrence of any other event which in our opinion causes a market disruption in respect of the Underlying Instrument or the Trade.

“Market Hours” means the hours during which we are prepared to provide quotes for the Price and execute Trades and Orders in a Market, as further specified in the Market Information.

“Market Information” specific to Meta Trader is located on the Website. Market Information may not be available via a mobile application and must be accessed via desktop.

“Market Maker” means that We acts as counterparty with respect to your trading activity. We set the prices (bid and ask quotes) that are provided to you and may assume the risk arising from your trading activity.

“Market Order” means an order to enter a Position or to close out a Position, at the first price available and as determined by the Instrument price, market liquidity, and other factors that may impact on execution times.





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“Margin” means Initial Margin or Variation Margin or both.

“Margin FX” means a leveraged foreign exchange, a type of OTC derivative product.

“Net Free Equity” means the amount of money you would have left in your account should all of your open Positions be closed out at the current market price, considering any Swap Charge or Swap Credit, fees or transaction charges. Net Free Equity may be positive or negative.

“Margin Close Out Level” means the Margin Level at or below which we may close your Open Positions and take other actions to restrict your Account under clause 13.

“Margin Level” means the ratio of Net Equity (the sum of your Cash and Unrealised P & L) to Total Margin (expressed as a percentage). Your Margin Level is stated on the Trading Platform

“Net Equity” means a figure stated on the Trading Platform which represents

the sum of your Cash and Unrealised P & L.

“Notices and Policies” means information we are required by law or regulation to disclose to the clients or otherwise desire to disclose, including: the Risk Warning Notice, the Conflicts of Interest Policy and any notices with respect to third-party trading platforms.

“Our Spread” means the difference between Our Bid Price and Our Offer Price.

“Our Materials” has the meaning as set out in clause 27.1.

“Our Parties” means, collectively us, our Associated Entities, our third-party service providers, and our third-party licensors, and the directors, officers, members, employees, agents and representatives of us, our Associated Entities, our third-party service providers and our third-party licensors.

“Open Position” means the position in a Market created by a Trade to the extent that such position has not been closed in whole or in part under this Agreement.





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“Order” means an instruction you give us to execute a Trade when the price of a Market reaches a specified price or an event or condition occurs.

“Operating Rules” shall mean the rules, regulations, customs, and practices from time to time of any exchange, clearing house, or other organisation or market involved in the execution or settlement of any Trade or Trade.

“OTC derivative” means an over-the-counter derivative product, which can be a Margin FX Trade or CFD.

“Product” means each type of financial instrument or investment Trade we make available under this Agreement, subject to additional terms set out.-.

“Product Disclosure Statement or the PDS” means the document produced and issued by us from time to time which describes the services and products, the risk and benefits and the charges. The Product Disclosure Statement is available on the Website.

“Price Latency Arbitrage” means the practice of exploiting disparities in the price of any Instrument(s), by taking

advantage of the time it takes to access and respond to market information.

“Privacy Policy” is the VRGK Privacy Policy which is available through the website.

“Politically Exposed Person” has the same meaning as in the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1).

“Position” means a CFD or Margin FX Trade entered by you under the terms and conditions and PDS.

“Power of Attorney” gives another person the ability to act on your behalf. This means that the third party can take over responsibility for the trading account, including the ability to place orders.

“Quantity” means, in respect of a Trade or an Open Position, the number of units traded in the relevant Market to which that Trade or Open Position relates, synonymous to “trade size”.

“Realised Profits” and “Realised Losses” means your profits or Losses





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(as appropriate) which result on expiry or closure of an Open Position.

“Relevant Exchange” means the financial market or exchange on which the reference price of the Underlying Asset is quoted.

“Retail Client” has the meaning given by sections 761G and 761GA of the Corporations Act.

“Risk Warning Notice” means the notice provided to clients in the Customer Agreement detailing the risks associated with undertaking trading in the Products.

“Security Information” means account numbers and/or Username as applicable, passwords and other information required to identify you for the purposes of you trading with us under this Agreement.

“Short Position” means an Open Position resulting from a Trade or Trades to sell units in a Market at Our Bid Price

“Stop Order” means an instruction to create a Short Position when the Price reaches a specified price.

“Stop Loss Order” means an instruction to execute a Trade to close an Open Position when the Price reaches a specified price.

“Swap Charge or Swap Credit” means financing related credits or charges relating to the holding of a CFD or Margin FX Position at the close of the Trading Day.

“Sub-Accounts” means additional Accounts that you have requested to open under the same name with us.

“Terms & Conditions” means these Terms & Conditions and any other documents annexed or incorporated by reference.

“Trade” means a transaction entered into by you pursuant to this Agreement.

“Trading Hours” shall be as set forth on the Trading Platform.

“Trading Day” means Monday to Saturday including public holidays. The close of the Trading Day occurs at 23:59 on the Trading Platform.





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“Trading Platform” means Our’ online Meta Trader platform (MT4 or MT5), or an online trading facility provided by us.

“Trust” means where you are a trustee, the trust identified in the Account Application.

“Trust Deed” means where you are a trustee, the trust deed governing the Trust as varied, substituted, supplemented, or resettled from time to time.

“Total Margin Requirement” means the sum of your Margin requirements for all your open Positions.

“Underlying Asset” means the security, exchange rate, index, commodity, or other financial asset type that trades in a financial market or Relevant Exchange to which CFD or Margin FX Trade relates.

“Underlying Market” means the security, exchange rate, index, commodity, or other financial asset type that trades in a financial market or Relevant Exchange to which CFD or Margin FX Trade relates.

“Unrealised Losses” and “Unrealised Profits” means the profits or Losses (as appropriate) that have not as yet been realised on Open Positions before expiry or closure.

“Unrealised P & L” means a figure stated on the Trading Platform which represents your Unrealised Profits less your Unrealised Losses.

“Variation Margin” means the amount required to maintain your open Positions. (Refer to Deposits & Margins).

“Website” means the website at www.vrgkbroker.com.au which comprises (among other things) the Trading Platform, the Market Information and information related to third party hosting or trading applications (for example, MetaTrader).

