



# WHOLESALE CLIENT TERMS AND CONDITIONS

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**VANTAGE GLOBAL PRIME PTY LTD**  
trading as **VANTAGE FX**

ACN: 157 758 566  
AFSL: 428901

**Risk Warning:** Trading in CFDs and Margin FX contracts involves the potential for profit as well as the risk of loss which may exceed the amount of your investment. In addition, you will not have any legal right to the underlying asset. CFDs and Margin FX contracts are not suitable for all investors. You should not invest in these products unless you properly understand the nature of the products and are comfortable with the associated risks. It is therefore important that you carefully consider these Terms and Conditions before you decide whether or not to acquire any of our products. You should obtain financial, legal, taxation and other professional advice prior to acquiring any of our products to ensure they are appropriate for your objectives, needs and circumstances.

## 1. WARNING

- 1.1 These Terms are prepared only for Wholesale Clients and Sophisticated Investors. As a Wholesale Client or Sophisticated Investor, you do not necessarily receive the same investors protections and disclosure documents as those provided to a Retail Client. This includes, but is not limited to, the protections under the ASIC Corporations (Product Intervention Order – Contracts for Differences) Instrument 2020/986.
- 1.2 If the Client (or any one of the Client where the Client is comprised of more than one individual) ceases to be a Wholesale Client or Sophisticated Investor during the term of this Agreement, the Client has an obligation to immediately notify Vantage FX.
- 1.3 If Vantage FX is notified by the Client that they are no longer a Wholesale Client or a Sophisticated Investor, or Vantage FX reasonably suspects that the Client is no longer a Wholesale Client or Sophisticated Investor, Vantage FX will suspend or terminate this Agreement in accordance with its powers under this Agreement.
- 1.4 The Financial Products referred to in these Terms are considered speculative which are highly leveraged and carry significantly greater risks than non-g geared investments, such as shares. Investing in the Financial Products as a Wholesale Client or Sophisticated Investor involves the risk of losing substantially more than your initial investment. You should not invest in the Financial Products unless you properly understand the nature of the Financial Products and are comfortable with the attendant risks. You should obtain financial, legal, taxation and other professional advice prior to transacting in the Financial Products to ensure they are appropriate for your objectives, needs and circumstances
- 1.5 Vantage FX is under no obligation:
  - (a) to satisfy itself as to the suitability of any Order or transaction for you;
  - (b) to monitor or advise you on the status of any of your Open Positions;
  - (c) prevent you from trading beyond your means or ability, or to protect you; or
  - (d) to close any Open Position.

## DEFINITIONS AND INTERPRETATION

Whenever used in these Terms, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

**Accept or Acceptance** means, except in the case of a Third Party Online Platform, if the Client, or an Authorised User, indicates by either telephone, email, face-to-face or through an Online Service that they accept the Trade Contract Terms provided by Vantage FX.

**Act** means the *Corporations Act 2001 (Cth)*.

**AML/CTF Laws** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and all regulations, rules and instruments made under that legislation, as updated, replaced or amended from time to time.

**Agreement** means the completed Application Form and these Terms.

**Application Form** means the form a Client must complete and submit to apply to open an account with Vantage FX.

**Authorised User** means a person authorised by the Client to access Vantage FX's services and/or enter into Orders on the Client's behalf.

**Base Currency** means the first currency in a Currency Pair. The Base Currency is assigned a value of 1 when calculating exchange rates.

**Bought Swap Rate** means the interest rate that applies to the Base Currency at the Close of Business on the relevant Trading Day.

**Business Day** means a day that is not a Saturday, a Sunday or a public holiday in Sydney.

**CFD** means a Contract for Difference.

**Cleared Funds** mean funds that have arrived in our client segregated account(s), passed any checks or verifications and are available for trading.

**Client, you or your** means the Client named in the Agreement, together with its subsidiaries, affiliates, successors and/or assigns, as well as its officers, directors, employees and agents.

**Closed-Out** means the termination of all or part of an Order.

**Close of Business** means the close of Trading Day.

**Close-Out Value** means the Order Value at the Close of Business.

**Corporate Action** means a declaration, by the issuer of shares, of any of the following:

- (a) a subdivision, consolidation, redenomination or reclassification of shares, a share buy-back or cancellation, or a distribution of shares to existing shareholders by way of a bonus, capitalisation or similar issue;
- (b) a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by us;
- (c) the voiding of shares that trade, or have traded, on a when-issued basis; or
- (d) any other event in respect of shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares, whether temporary or otherwise.

**Credit Limit** means the limit on the total amount of credit that Vantage FX will provide to the Client.

**Currency Pair** means the Base Currency and the Term Currency for a Margin FX contract.

**Cut-Off Time** means the time (AEST/AEDT) for the destination country of the international payment by which Cleared Funds need to be received by us in order for an international payment to be made on any Day. These times are set out on the Website and may change from time to time.

**Day** means a day on which commercial banks are open for business (including dealings in foreign exchange) in the place specified by Vantage FX for that purpose.

**Default Event** means any acts or omissions on the part of:

- (a) the Client;
- (b) an Authorised User; or
- (c) the Client or Authorised User's employee, agent or assignee (whether or not known to us, and whether or not acting in concert with other natural persons or algorithmic tools)

which in Vantage FX's sole discretion, are deemed as being:

- (d) negligence;
- (e) mistake;
- (f) wilful misconduct, including:
  - (i) commission churning,
  - (ii) sniping,
  - (iii) causing or contributing to, or benefiting from, a Quoting Error,
  - (iv) moving the price of an Underlying Asset or Order,
  - (v) scalping,
  - (vi) arbitraging off-market pricing;
  - (vii) money laundering;
  - (viii) different accounts being traded by one trader simultaneously;
  - (ix) churning;
  - (x) trading patterns such as risking all the trading equity in large one-directional trades;
  - (xi) use of excessive leverage;
  - (xii) same electronic identification point (e.g. IP address) as other clients or communication with other clients;
  - (xiii) placement of opposing Orders so as to abuse guaranteed fill.
- (g) the use, or allowing any other person (whether or not an Authorised Person) to use, any electronic device, software, algorithm or any trading strategy that has the purpose or effect of manipulating or taking unfair advantage of the way in which Vantage FX constructs, provides or conveys its bid or offer prices;
- (h) Suspicious Trading Activity;
- (i) the breach of any Law; or
- (j) the breach of any provision of the Agreement.

**Division Event** means any event, having, or with the potential to have, a diluting or concentrating effect on the value of, or the effect of changing the nature of, any Underlying Asset not based on shares (including but not limited to digital currency) whether temporary or otherwise.

**Financial Product** means:

- (a) a foreign exchange contract; or
- (b) an OTC derivatives contract which is:
  - (i) a CFD whose value is determined, derived from or varies by reference to (wholly or partly) the amount or value of an Underlying Asset (including but not limited to a commodity, a precious metal, a share, a cryptocurrency or an index); or
  - (ii) a Margin FX contract whose value is determined, derived from or varies by reference to (wholly or partly) the amount or value of an Underlying Asset which is a currency or currency pair.

**Force Majeure** means events or causes including, but not limited to, the following: an act of God, peril of the sea, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, pandemic, quarantine, strike or other labour difficulty or

expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of Vantage FX's hardware or systems, unless occurring as a result of an act, omission, default or negligence of the Client or Vantage FX.

**Free Balance** means, at any time, the excess (if any) of the balance of the Client's account at that time over the required Margin.

**Futures CFD** means a CFD where the value of the contract derives its value from an Underlying Asset whose price is quoted on a futures market.

**Fully Hedged Position** means an Open Position that is equal and opposite of another Open Position.

**General Advice** is as defined in section 766B of the Act.

**Guarantor** means any person(s) identified as such in the Application Form.

**Hedged Position** is as defined in clause 24.1.

**Initial Margin** means the amount deposited by the Client with Vantage FX: as requested by Vantage FX in relation to all Financial Products at the time of booking; and at any time prior to the Value Date. Initial Margin includes amounts deposited by the Client with Vantage FX as requested by Vantage FX in respect of any anticipated Open Positions which the Client will have with Vantage FX.

**Instruction** means any instruction or request given by the Client to Vantage FX relating to the execution of a Financial Product as provided for under clause 9.3.

**Insolvency Event** means any steps taken for:

- (a) the winding up, dissolution or administration of the Client;
- (b) the Client to enter into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them except for the purposes of a solvent reconstruction or amalgamation; or
- (c) a receiver, receiver and manager, or other controller, administrator or similar officer to be appointed with respect to, or takes control of, the Client or any of the Client's assets and undertakings.

**Law** means any local or foreign law, regulation or judgment, court order or sanctions regimes which Vantage FX or the Client is subject to.

**Long Party** means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally bought the Underlying Asset to the OTC derivative contract.

**Maintenance Margin** means the minimum amount required by Vantage FX to be held in your account as specified in the Online Service in relation to all Financial Products at any time prior to the Value Date.

**Margin** means the Initial Margin and the Maintenance Margin collectively.

**Margin Call** means an amount, in addition to the Initial Margin, as solely determined by Vantage FX that the Client is required to pay Vantage FX in relation to Open Positions.

**Margin FX contract** means a Margin Foreign Exchange contract.

**Mark to Market** means the daily revaluation of an OTC derivatives contract entered into between Vantage FX and the Client to reflect its current market value rather than its original contract value.

Vantage FX shall have the right, at its sole discretion, to determine the Mark to Market value on a daily basis.

**Merger Event** means in respect of any Underlying Asset:

- (a) any reclassification or change of the Underlying Asset that results in a transfer of or an irrevocable commitment to transfer all outstanding securities of the same class as the Underlying Asset to another entity or person;
- (b) consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant Underlying Asset with or into another person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing person and which does not result in a reclassification or change of all outstanding securities of the same class as the Underlying Asset); or
- (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 50% or more of the outstanding securities of the same class as the Underlying Asset that results in a transfer of or irrevocable commitment to transfer all such securities (other than such securities owned or controlled by such other entity or person).

**Notice** means a notice required or permitted to be given under this Agreement or for the purposes of this Agreement.

**Online Services** means the services which provide the ability for clients to transact with Vantage FX by way of an online trading platform including a Third Party Online Platform.

**Open Position** is where the Client has entered into an Order or transaction with Vantage FX, and a further transaction is required in order to close the position.

**Order** means a Financial Product entered into between Vantage FX and the Client under the applicable Trade Contract Terms.

**Order Value** means for any Order, the Order price or rate multiplied by the Order quantity.

**OTC** means Over-the-Counter.

**Partially Hedged Position** means an Open Position that is opposite but not equal to another Open Position.

**Previous Order Value** means, the amount calculated as follows:

- (a) where the Order Value is being determined for the first time for an Order contract, the Order Value at the commencement of the Order; or
- (b) in all other cases, the Order Value at the most recent Valuation Time.

**Quoting Error** means a liquidity provider or Vantage FX error, a software error, a typographical error, an off-market price or obvious mistake in a quote, Order, Underlying Asset or indication and includes quoting delays.

**Reference Interest Rate** means that interest rate provided by our liquidity provider plus Vantage FX's transaction fee of 3.5% per annum.

**Retail Client** has the same meaning in section 761G of the Act.

**Security Details** means the information required by Vantage FX under clause 12.3.

**Sell Swap Rate** means the interest rate that applies to the Term Currency at the Close of Business on the relevant Trading Day.

**Share CFD** means a Financial Product where the Underlying Asset is a security listed on an exchange.

**Short Party** means in respect of any Order, the party identified in the Trade Confirmation Notice as having notionally sold the Underlying Asset to the OTC derivative contract.

**Sophisticated Investor** means a person who would be a Wholesale Client only through the application of section 761GA of the Act.

**Spot CFD** means a CFD where the value of the contract derives its value from an Underlying Asset whose price is quoted on a spot market.

**Suspicious Trading Activity** means any belief or decision of Vantage FX, reasonably formed or made and whether or not communicated to the Client, that the Client has, either acting alone or with other persons, used the Online Service in a way which affects the integrity or effective functioning of the Online Services, Vantage FX's market for CFDs and Margin FX, or the market for the Underlying Asset to which the CFD or Margin FX contract relates whether or not such conduct is also illegal or also constitutes market abuse. Such conduct includes but is not limited to:

- (a) entering into Orders or combination of Orders such as holding long and short positions in the same or similar Underlying Assets at similar times, irrespective of how the accounts have been funded (for example, but not limited to, personal deposits); or
- (b) entering into Orders or combinations of Orders in respect of Underlying Assets the Client has entered into a transaction in an underlying market for the Underlying Asset.

**Swap Charge** or **Swap Credit** is as defined in clause 21.1 and 21.2.

**Term Currency** means the second currency in a Currency Pair.

**Terms** means these terms and conditions, together with all schedules, attachments or other documents attached.

**Third Party** means any entity with whom Vantage FX have entered into an agreement or arrangement whereby Vantage FX offers the Client access to that entity's online trading platform ("**Third Party Online Platform**") for the purpose of the provision via the Third Party Online Platform of additional services to the Client.

**Third Party Online Platform** means any online trading platform offered by a Third Party.

**Trade Confirmation Notice** means a document signed by the Client and Vantage FX confirming the details of the Order entered into between the Client and Vantage FX.

**Trade Contract Terms** means the price, timing and other details (as contained in the Instructions) Vantage FX provides you, either verbally or via the Internet, at which the relevant Financial Product can be purchased or sold.

**Trading Day** means Monday to Saturday including public holidays.

**Underlying Asset** means the instrument or asset that underlies the Client's Order, for example, an index, commodity, futures contract, equity, cryptocurrency or any other instrument or asset.

**Value Date** means either the Day selected by the Client and agreed by Vantage FX for the settlement of an Order or if there is no such Day, the future value date after the execution of an Order by the Client and includes any agreed variation to the original date, being either an earlier or a later date.

**Valuation Time** means the Close of Business on each Day or any other time Vantage FX decides in its absolute discretion.

**Vantage FX, we, our or us** means Vantage Global Prime Pty Ltd, its subsidiaries, holding companies, successors and/or assigns, as well as its officers, directors, employees and agents.

**Website** means the Vantage FX website located at [www.vantagefx.com.au](http://www.vantagefx.com.au).

**Wholesale Client** has the same meaning as in section 761G of the Act but does not include a Sophisticated Investor.

## 2. THIS AGREEMENT

- 2.1 These Terms together with your completed and submitted Application Form and where you opt in to any promotion on the Website, the terms and conditions that relate to the promotion, comprise the Agreement between Vantage Global Prime Pty Ltd (ACN 157 768 566) trading as Vantage FX (“we”, “us” or “**Vantage FX**”) and you, the Client (“you” or “**yourself**”) which governs our dealings with you in relation to the Financial Products.
- 2.2 This is a master agreement and sets out the terms and conditions upon which dealings between you and us relating to the provision of General Advice to the Client or the execution of Orders.
- 2.3 This Agreement is in addition to other documents that may have been exchanged and/or executed between the parties. You should read these Terms carefully and any other documents given to you and that apply to you.
- 2.4 You acknowledge that despite being given or otherwise obtaining the Product Disclosure Statement (“**PDS**”), it will not affect our right to treat you as a Wholesale Client or a Sophisticated Investor.
- 2.5 If the Client is comprised of two or more legal persons, then reference to a right or obligation of the Client under the Agreement or under a transaction contemplated by the Agreement confers the right or imposes that obligation, as the case may be, jointly and severally on those persons.
- 2.6 By signing and submitting the Application Form by email, post or electronically via the Website, or by taking any action consistent with your agreement to these Terms, you agree that we will provide our products and services to you on these Terms.

## 3. CLIENT REPRESENTATIONS AND WARRANTIES

- 3.1 The Client warrants that:
- (a) in the case they are an individual or more than one individual, they are of full age and capacity;
  - (b) in the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement and all contracts and Orders made or to be made;
  - (c) in the case of a trustee of a trust, they are properly appointed as trustee, they will be liable both in their personal capacity and as trustee, the trust instrument is valid and complies with all applicable Laws, and the trustee has a right of indemnity from the trust assets in respect of this Agreement; and
  - (d) in any case, this Agreement and such contracts and Orders are and will constitute legally binding and enforceable obligations of the Client.
- 3.2 The Client represents and warrants to Vantage FX that:
- (a) the Client is a Wholesale Client or a Sophisticated Investor and is not acquiring the Financial Products in connection with a business;

- (b) the Client resides in Australia;
- (c) the Client will not place Orders wholly or predominantly for personal, domestic or household use or consumption;
- (d) execution and delivery by the Client of this Agreement, and performance of all of the Client's obligations contemplated under this Agreement, does not violate any Law applicable to the Client;
- (e) all information provided by the Client to Vantage FX is true, correct and complete, and the Client will notify Vantage FX promptly of any changes to such information;
- (f) the Client shall make ongoing disclosure to Vantage FX of any matters that may affect the application and operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent; and
- (g) The Client will not, either acting alone or with others, engage in conduct which results in Suspicious Trading Activity. Such activity shall be subject to Vantage FX's right to seek reimbursement from the Client and/or voiding of all Orders (and associated profits).

3.3 The Client acknowledges that:

- (a) by applying to open an account with Vantage FX, the Client has read and understood this Agreement;
- (b) Vantage FX will enter into the Orders and transactions contemplated by this Agreement in reliance on the representations and warranties made by the Client;.
- (c) Vantage FX provides general advisory and execution-only services and the final investment decision is always the Client's own;
- (d) if Vantage FX provides advice to the Client, then that advice is General Advice only and does not consider the Client's financial situation, objectives or needs; and
- (e) in the event that the Client is comprised of two or more legal persons, Vantage FX's primary contact for the receipt of Notices is the first person named on the Application Form.

3.4 The Client:

- (a) confirms that they have regular access to the internet;
- (b) consents to Vantage FX contacting the Client (in the circumstances described in this Agreement) by email on the email address provided by the Client;
- (c) agrees to ensure that the Client's contact details are kept up to date at all times.

3.5 If this Agreement is provided to you in a language other than English, it is provided in that language for information purposes only. The governing language of this Agreement is English. In the event of any inconsistency between the English language version of this Agreement and a foreign language version, the English language version will prevail to the extent of any inconsistency.

#### **4. LEGAL ENTITY IDENTIFIER**

4.1 In order to comply with the ASIC Derivative Transaction Rules (Reporting) 2013, Vantage FX may need to obtain a Legal Entity Identifier ("LEI") from all entities that trade with it.

4.2 If the Client is an entity captured by the ASIC Derivative Transaction Rules (Reporting) 2013, the

Client agrees and consents to Vantage FX:

- (a) obtaining a LEI on the Client's behalf; and
- (b) passing on the cost of obtaining a LEI to the Client by charging it to the Client's account together with Vantage FX's reasonable administration costs in obtaining the LEI.

## **5. AUTHORISED USERS AND AUTHORISATION LIMITS**

5.1 The Client shall provide Vantage FX with a list of Authorised Users.

5.2 The Client shall immediately notify Vantage FX in writing when:

- (a) any new person becomes an Authorised User; or
- (b) any existing Authorised User is no longer entitled to be an Authorised User.

Upon Vantage FX receiving such Notice, the change in Authorised User is effective immediately, subject to Vantage FX collecting and verifying identification documents to Vantage FX's satisfaction. However, the Notice shall not affect any Orders already executed.

5.3 Any appointment of an Authorised User shall remain in full force and effect as an appointment in writing required by this Agreement unless and until Notice of cancellation of appointment and/or replacement has been delivered to Vantage FX's customer service at [support@vantagefx.com.au](mailto:support@vantagefx.com.au).

5.4 The Client may inform Vantage FX of an authorisation limit applicable to some or all Orders either in general or for particular Authorised Users. Any authorisation limit notified by the Client to Vantage FX may be withdrawn by the Client at any time by giving Notice to Vantage FX.

5.5 Vantage FX may, at its own discretion, impose an authorisation limit on the Client and/or one or more Authorised Users at any time, by providing Notice before the imposition of the limit.

5.6 All Instructions given and Orders accepted by an Authorised User within their authorisation limits will be deemed to be Instructions and Orders authorised by the Client and shall be binding upon the Client.

5.7 Until the Client has provided a Notice to Vantage FX to the contrary, Vantage FX may continue to assume that all existing Authorised Users have authority to provide Instructions and execute legally binding Orders with Vantage FX within their authorisation limits.

5.8 The Client hereby indemnifies and agrees to hold Vantage FX harmless in respect of any loss incurred by an Authorised User providing Instructions and entering into any Order or other transaction contemplated by this Agreement within their authorisation limits.

5.9 The Client will take reasonable steps to ensure that each Authorised User complies in full with the Agreement.

5.10 Vantage FX reserves the right at any time to refuse the appointment or continued authorisation of an Authorised User. Vantage FX will notify the Client of any such refusal but does not need to provide the client with any reasons for its decision.

5.11 If the Client is referred to us by an affiliate or introducing broker, the Client acknowledges that these parties will not have access to the Client's account, be able to act on the Client's behalf (including sending Vantage FX Instructions) or view the Client's trading history unless they are an Authorised User.

## **6. OPENING AN ACCOUNT**

6.1 No Orders can be placed until a Client has opened an account with, and Cleared

Funds have been received by, Vantage FX.

- 6.2 Vantage FX may, in its absolute discretion, refuse to accept you as a Client for any reason. Vantage FX will notify you of such refusal as soon as practicable after you applied to become a Client but is not required to provide you with reasons for such refusal.

## 7. TRADING HOURS

- 7.1 Trading hours for Margin FX Contracts and CFDs vary and will depend on the relevant Underlying Asset's hours of operation. The trading hours are published on our [website](#) and/or the Online Services.
- 7.2 Vantage FX is under no obligation to quote prices and/or rates or to accept Orders on a public holiday in any jurisdiction which, in our reasonable opinion, affects the relevant value of the Underlying Assets to the Margin FX contract or CFD that Vantage FX offers. We give notice of such public holidays and the Underlying Asset(s) affected on the Online Service.

## 8. INSTRUCTIONS AND CREATION OF ORDERS

- 8.1 Vantage FX may make available rate and/or price indications by telephone, email, face-to-face or through the Online Services. Such indications are not binding and the rates and/or prices will be as agreed when Vantage FX exercises its right to create an Order.
- 8.2 Vantage FX sets its own rates and/or prices for the Financial Products. The prices Vantage FX sets may diverge significantly from the market price for the Underlying Asset. Rate and/or price indications and how Vantage FX calculates them is determined in Vantage FX's absolute discretion. Any changes to a rate and/or price indication are effective immediately.
- 8.3 When the Client, or an Authorised User, contacts Vantage FX by either telephone, email, face-to-face or through an Online Service and provides the appropriate Client reference number (and such other security checks as Vantage FX may specify), Vantage FX may, but is not obligated to, ask for the following information:
- (a) the Client's contact details;
  - (b) the Client's account number;
  - (c) the Client's further identification details;
  - (d) the type of Order the Client wishes to enter into with reference to the Underlying Asset;
  - (e) whether the Client intends to be the Long Party or the Short Party for the Order;
  - (f) the Order quantity;
  - (g) the Order price or rate; and
  - (h) any other information applicable to the Order as Vantage FX may require from time to time.

Collectively, though not exhaustively, this information or any portion constitutes an "Instruction".

- 8.4 An Order may be:
- (a) A day Order meaning that the order will be cancelled at 22:00 GMT; or
  - (b) A good 'til cancelled Order, which means that the Order will remain capable of being

accepted by Vantage FX until the Client cancels the Order or Vantage FX accepts it.

- 8.5 Orders may be placed as:
- (a) market Orders to buy or sell a Financial Product as soon as possible at the price obtainable in the market; or
  - (b) limit and stop Orders for a trade to reach a predefined level, as applicable to the various Financial Products offered (or a combination of these types of Orders).
- 8.6 Within a reasonable time after receiving the Instructions, Vantage FX will contact the Client by either, telephone, email, face-to-face or through the Online Services using the contact details provided by the Client and provide the Client with the Trade Contract Terms.
- 8.7 If the Client, or an Authorised User, accepts the Trade Contract Terms, then Vantage FX shall have a discretionary right to create an Order.
- 8.8 If Vantage FX exercises its discretionary right to create an Order, then an Order is formed between the Client and Vantage FX. When an Order is created the parties shall become bound by the content of the relevant Trade Contract Terms and this Agreement
- 8.9 If Vantage FX declines to exercise the right to create an Order, Vantage FX is not obliged to:
- (a) give the Client a reason for declining to create an Order; or
  - (b) notify the Client that Vantage FX has not created an Order.
- 8.10 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 the ask price for buy Orders is reached, the Order is filled as soon as possible at the price obtainable in the market. Limit and stop Orders are therefore not guaranteed executable at the specific level or amount.
- 8.11 Where the Client is using a Third Party Online Platform, and the Client selects a feature offered by the Third Party that facilitates the making of trades automatically, then acceptance of the Order occurs automatically for each Order placed by the Third Party, subject to the terms of the Third Party's agreement with the Client, and subject to Vantage FX's discretionary right to create an Order.
- 8.12 The Client acknowledges that Vantage FX is not making any discretionary decisions to buy or sell Financial Products on the Client's behalf, but rather, the Client is choosing to use trading strategies offered by a Third Party via a Third Party Online Platform.
- 8.13 The Client indemnifies Vantage FX for any and all losses incurred by the Client in connection with any error made by the Client or an Authorised User in providing Instructions to Vantage FX.

## **9. TELEPHONE AND EMAIL TRANSACTIONS**

- 9.1 An Authorised User may request Vantage FX to accept Instructions and enter into Orders by telephone. Vantage FX has sole discretion to accept Instructions and enter into Orders by telephone.
- 9.2 Vantage FX may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to Vantage FX by the Client as an Authorised User. Vantage FX may at its discretion ask the caller for additional information to confirm the caller's identity. Upon such check confirming the identity of the caller, Vantage FX may assume that the caller has the full authority as previously notified by the Client.
- 9.3 The Client acknowledges and agrees, and will ensure that each Authorised User acknowledges and agrees, that Vantage FX may make a recording of any telephone Instruction and any other

conversation (including Internet conversations e.g. chats) received from a Client or an Authorised User or between a Client or an Authorised User and Vantage FX. The recording remains the property of Vantage FX. The telephone recording can be used by Vantage FX to confirm the terms and conditions of any Order or transaction where there is dispute with a Client as to the Trade Contract Terms of the Order, and for training, monitoring and compliance purposes.

- 9.4 An Authorised User may request Vantage FX to accept Instructions and enter into Orders by email. Vantage FX may accept Instructions sent by email. The Client acknowledges and agrees that upon the acceptance by Vantage FX of the Client's Instructions, the Client shall be bound by those Instructions.

## 10. ONLINE TRANSACTIONS

- 10.1 If the Client or the Client's Authorised User uses any of the Online Services, the Client or Authorised User will be able to:

- (a) place Orders or issue Instructions to Vantage FX at the prices and/or rates quoted on the Online Service;
- (b) obtain information relating to balances and transactions booked to the Client's Vantage FX account; and
- (c) use such other facilities as Vantage FX may from time to time make available through the Online Services.

- 10.2 Vantage FX may at any time, acting reasonably and without Notice, suspend, withdraw or deny access to the Online Services for any reason including but not limited to security, quality of service, failure by the Client to pay an amount when due or breach by the Client of any provision of this Agreement. If and while such access is suspended:

- (a) the Client will be able to close any Open Positions but will not be entitled to place new Orders;
- (b) Vantage FX may, in its sole discretion (with or without Notice), close out your Open Positions at prices and/or rates it considers fair and reasonable at that time, and to the extent permitted by Law, you agree not to make any claim against Vantage FX in this regard.

- 10.3 A Client can end access to an Online Service at any time by contacting Vantage FX via telephone or email.

- 10.4 Vantage FX can delay, decline or reverse any Order if Vantage FX reasonably:

- (a) suspects that the transaction might be unlawful or might be associated with a financial crime;
- (b) suspects that client has engaged in Suspicious Trading Activity;
- (c) believes that by carrying out the transaction Vantage FX might breach its compliance obligations; or
- (d) believes that the Client is in breach of this Agreement.

Under such circumstances Vantage FX will not be liable for delaying or refusing to carry out an Instruction.

- 10.5 The Client is liable for all Orders made when using any of the Online Services including instances of any misuse, fraud or abuse by the Client or an Authorised User or where the Client or an Authorised User has disclosed Security Details to a third party.

- 10.6 Vantage FX may change the minimum specification required to access the Online Services and also may make operational changes to and alter the services currently available on the Online Services at any time. Vantage FX will notify Clients of such changes by either placing a message on the Website, the log on page of the Online Services or by email.
- 10.7 Clients are responsible for obtaining, maintaining and ensuring compatibility of their electronic software, devices and equipment. Vantage FX will not be responsible for any loss of, or damage to, a Client's data, software, computer, electronic devices, telecommunications or other equipment caused by use of any of the Online Services, unless such loss or damage is directly and solely caused by Vantage FX's negligence or deliberate default.
- 10.8 Clients are responsible for ensuring that their electronic devices and equipment are free from viruses and other malware and Vantage FX will not be responsible for any losses incurred by failure to do this. Vantage FX shall use reasonable endeavours to keep the Online Services free from viruses and corrupt files but cannot guarantee that the Online Services will be free from infection by viruses or anything else with contaminating or destructive properties. Vantage FX is not able to guarantee that access to any of the Online Services will be uninterrupted, continuous or errorfree.
- 10.9 Clients must not:
- (a) misuse any of the Online Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
  - (b) attempt to gain unauthorised access to any of the Online Services or any server, computer or database connected to any of the Online Services;
  - (c) attack any of the Online Services via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, a Client acknowledges that it may also commit a criminal offence and that Vantage FX may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the Client's identity to them. In the event of such a breach, the Client's right to use the Online Services will cease immediately and without Notice. Vantage FX will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect a Client's electronic devices and equipment.

## **11. SECURITY DETAILS**

- 11.1 For security purposes, when accessing any of the Online Services it is a condition that Vantage FX is satisfied of your identity. Accordingly, Vantage FX is entitled not to act on Instructions received or given through any Online Service if Vantage FX is in any doubt as to Client's identity.
- 11.2 Whenever a Client or an Authorised User uses an Online Service, the use of Security Details authorises Vantage FX to act on any Instructions received. Vantage FX will treat use of Security Details as the Client's consent to conduct transactions using the Online Services.
- 11.3 When activating any of the Online Services, before being granted access, a Client must set up their Security Details. Security Details will include:
- (a) a login username;
  - (b) a login password;
  - (c) any items of memorable information which we ask you to confirm (e.g. place of birth, mother's maiden name); and
  - (d) any other security requirements we may notify to you from time to time.

- 11.4 Each Authorised User will also have to set up their own separate Security Details to gain access to the relevant Online Services.
- 11.5 Clients and Authorised Users must change their Security Details if asked to do so by Vantage FX at any time and for any reason. Vantage FX also reserves the right to change Security Details without prior notice.
- 11.6 The Client must take all reasonable precautions to ensure that:
- (a) their Security Details are kept secure and confidential;
  - (b) each Authorised User to whom Security Details are provided, will keep them secure and confidential;
  - (c) no unauthorised person is able to use the Security Details belonging to the Client or an Authorised User.
- 11.7 The Client must inform Vantage FX immediately should they suspect or discover that:
- (a) their, or an Authorised User's, Security Details have been lost or stolen;
  - (b) someone else knows their, or an Authorised User's, Security Details; or
  - (c) someone has used or tried to use their, or an Authorised User's, Security Details.
- 11.8 If a Client or Authorised User's Security Details have been used to access any Online Services and Vantage FX has not received any notification of such unauthorised use, Vantage FX is entitled to act on any Instruction it receives.
- 11.9 Vantage FX will not be liable for any losses the Client suffers resulting from disclosure of the Client's Security Details or an Authorised User's Security Details, to the extent that Vantage FX was not responsible for such disclosure.

## **12. TRADE CONFIRMATIONS**

- 12.1 Within one Day of Vantage FX entering into an Order with the Client, Vantage FX will provide a Trade Confirmation Notice via the Online Service specifying the Trade Contract Terms of the Order. The Trade Confirmation Notice is provided to the Client for record keeping purposes only and does not form part of the Order.
- 12.2 The Client is required to check the details set out in the Trade Confirmation Notice immediately.
- 12.3 If the information contained in the Trade Confirmation Notice is incorrect, the Client must immediately notify Vantage FX, whereupon a further Trade Confirmation Notice will be made available with the correct details which the Client will again need to check. Vantage FX is entitled to assume that a Trade Confirmation Notice is correct unless the Client notifies Vantage FX of any error within 48 hours of the confirmation becoming available to the Client
- 12.4 The Client acknowledges that:
- (a) Vantage FX may establish a standing facility over the Internet that allows the Client to view, download and print the Trade Confirmation Notices and other reports that Vantage FX provides;
  - (b) Vantage FX is authorised to use the standing facility as the means of providing Trade Confirmation Notices and other reports from Vantage FX;
  - (c) Vantage FX accesses and uses such standing facility to:

- (i) receive Trade Confirmation Notices and other reports Vantage FX provides;
  - (ii) confirm all Orders; and
  - (iii) monitor the Client's obligations under the Agreement;
- (d) the Trade Confirmation Notices and other reports are made available to Clients as at the time the relevant document is posted by Vantage FX on the standing facility. Vantage FX may send Trade Confirmations Notices and other reports directly to Clients, in addition to making them available using the standing facility.

### **13. METHOD AND TIMING OF PAYMENT**

- 13.1 The Client must not deposit cash into Vantage FX's accounts under any circumstances.
- 13.2 Vantage FX has sole discretion as to whether the Client may pay by cheque.
- 13.3 Any sums that the Client owes to Vantage FX must be paid in one of the following ways:
- (a) by online bank transfer;
  - (b) by same day bank transfer;
  - (c) with Vantage FX's consent, by cheque;
  - (d) by international telegraphic transfer; or
  - (e) by payment through a debit card, credit card or electronic gateway provider approved by Vantage FX from time to time.
- 13.4 The Client must ensure that payments made to Vantage FX are from the Client as the holder of the account and not from the account of a third party;
- 13.5 If Vantage FX is not satisfied that a payment has been made from an account held in the Client's name, Vantage FX reserves the right to ask the Client for documents to provide the funds belong to the Client before Vantage FX decides whether to credit the Client's account. Vantage FX is not responsible for any delays or losses the Client suffers because of any delays arising under these circumstances.
- 13.6 The Client agrees and acknowledges that Vantage FX may refuse to accept or may return any payment of money from any third party or from any account of any third party, and that Vantage FX does not accept any liability or responsibility for any loss, cost or expenses incurred or suffered by the Client in connection with such non-acceptance or return, including because the Client is subsequently in default of their obligations to Vantage FX.
- 13.7 The Client must have sufficient Cleared Funds deposited in their account before Vantage FX creates any Order. Vantage FX will indicate to the Client, where applicable, the sum required as the Margin for each Order.
- 13.8 Vantage FX may impose other fees and charges for using its services, by providing Notice to the Client. If the Client does not consent to the charges, the Client can terminate the Agreement immediately and the charges will not apply to the Order prior to the Notice being given by Vantage FX.
- 13.9 Vantage FX is not responsible for any fees or charges imposed by third party financial institutions or other counterparties, which are incurred by the Client in connection with the use of Vantage FX's services.
- 13.10 All payments under this Agreement must be made in Australian dollars or any other currency that Vantage FX may agree to.

- 13.11 The Client may be exposed to foreign exchange risk if the Financial Product the Client is trading is not denominated in the base currency of the Client's account. The Client acknowledges and agrees that their profits and losses may be affected by fluctuations in the relevant foreign exchange rate between the time an Order is placed and the time the Open Position is closed out. Until the foreign currency balance is converted to the base currency of the Client's account, fluctuations in the relevant foreign exchange rate may affect the profit or loss made on a position.
- 13.12 Any failure by the Client to pay an amount payable to Vantage FX under this Agreement is deemed to be an application for a Credit Limit from Vantage FX.
- 13.13 A payment will not be made to a Client until Vantage FX receives confirmation that the Client's payment and beneficiary account details are correct. If the Client does not notify Vantage FX that the beneficiary details are incorrect, this does not affect the Order that has been entered into.
- 13.14 Vantage FX will use all reasonable endeavours to make payments to the Client or to any third party specified by the Client, in accordance with the timing specified in the Client's Instructions. However, Vantage FX shall not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of:
- (a) a delay in funds reaching the Client's nominated account; or
  - (b) if a payee/beneficiary financial institution fails to process a payment correctly.
- 13.15 Vantage FX is only required to make an international payment to or at the direction of the Client on a particular Day if Cleared Funds have been received by Vantage FX prior to the Cut-off Time for that Day. International payments relating to funds received by Vantage FX after the Cut-off Time for a Day will be made on the next Day.

#### **14. CANCELLATION OR ALTERATION OF AN ORDER**

- 14.1 If the Client decides that it wants to change any of the amounts or the dates under an Order, and the Client contacts Vantage FX accordingly, Vantage FX may in its discretion provide the Client with Trade Contract Terms for the alteration which are reasonable given the market conditions. The Client may either accept the new Trade Contract Terms and form a new Order or remain bound by the Trade Contract Terms of the original Order.
- 14.2 If, after an Order has been placed, the Client informs Vantage FX that they wish to cancel the Order, or this Agreement allows Vantage FX to treat the Client as having terminated the Order or this Agreement, Vantage FX may terminate at its complete discretion either the Order alone or the Order and this Agreement, but may also at its discretion insist on the performance of the Order.
- 14.3 If the Client cancels or fails to perform an Order, the Client is liable for any loss or damage suffered by Vantage FX in closing out Orders which the Client has cancelled or failed to perform.
- 14.4 The Client may forfeit part or all of any Margin or any other funds received by Vantage FX from the Client in the event of cancellation. Where Vantage FX has suffered loss, it reserves the right to set off against the Client's Margin or any other funds received from the Client, any charges, fees or losses sustained by Vantage FX in closing out the Order.

#### **15. MARGIN**

- 15.1 Before creating an Order, Vantage FX may in its absolute discretion require the Client to deposit the Initial Margin for that Order which is a percentage of the Order Value.
- 15.2 The Client must pay to Vantage FX such amounts of Margin as it may require under this Agreement.

- 15.3 Payments made by a Client to meet Margin requirements are credited by Vantage FX at the time cleared funds have been received into the Vantage FX client segregated account or such earlier time as allowed by Vantage FX, so a Margin requirement for any anticipated or Open Positions by Vantage FX is not satisfied unless and until the Client's payment is received in Cleared Funds into Vantage FX's client segregated account.
- 15.4 Payment of Margin must be made pursuant to clause 14 of this Agreement.
- 15.5 Vantage FX will not be liable for any losses incurred by the Client if a payment to meet a Margin requirement is not received in Cleared Funds into the segregated client account.

## **16. MARK TO MARKET PAYMENTS**

- 16.1 Vantage FX calculates the Order Value as at each Valuation Time.
- 16.2 If at a Valuation Time:
- (a) the Order Value is greater than the Previous Order Value:
    - (i) the Short Party must pay the Long Party the excess of the Order Value over the Previous Order Value; or
    - (ii) the seller must pay the buyer the excess of the Order Value over the Previous Order Value; or
  - (b) the Order Value is less than the Previous Order Value:
    - (iii) the Long Party must pay the Short Party the excess of the Previous Order Value over the Order Value; or
    - (iv) the buyer must pay the seller the excess of the Previous Order Value over the Order Value.
- 16.3 If on the Close of Business:
- (a) the Close-Out Value is greater than the Previous Order Value, the Long Party must pay the Short Party the excess of the Previous Order Value over the Close-Out Value; and
  - (b) the Close-Out Value is less than the Previous Order Value, the Short Party must pay the Long Party the excess of the Previous Order Value over the Close-Out Value.
- 16.4 All Mark to Market Payments that:
- (a) Vantage FX owes to the Client are automatically credited to the Client's account; and
  - (b) the Client owes to Vantage FX are automatically debited from the Client's account, on the same Day as the relevant Valuation Time or Close-out Date.

## **17. FORCED LIQUIDATION**

- 17.1 The Client is required to monitor their account at all times and to maintain a sufficient level of Margin in their account at all times.
- 17.2 Vantage FX reserves its rights to close out all Open Positions:
- (a) if at any time the Margin held by Vantage FX is approaching or is no longer sufficient to cover the negative Mark to Market value of any or all Open Positions that the Client has open with Vantage FX; or
  - (b) if at any time the pre-agreed Credit Limit assigned to the Client by Vantage FX is no

longer sufficient to cover the negative Mark to Market value of any or all Open Positions that the Client has open with Vantage FX; or

(c) when a stop order or limit order is reached.

17.3 Vantage FX shall have the right, at its sole discretion, to determine the Mark to Market value from time to time.

17.4 In addition to other remedies available to Vantage FX, if the Client fails to pay any amount when due under this Agreement, or if a Default Event occurs, Vantage FX has the right to terminate (by either buying or selling) any or all of the Client's Open Positions.

## **18. CREDIT LIMITS**

18.1 The Client understands and agrees that:

(a) Vantage FX may grant the Client a Credit Limit. A Credit Limit is:

- (i) a pre-agreed amount of Australian dollars that can be offset against a negative Mark to Market value on an Open Position; or
- (ii) an amount applicable to unsettled trading losses to some or all Orders (either individually or in aggregate or both); or
- (iii) an amount that reflects the amount paid by the Client to a Vantage FX approved third party payment gateway which has not yet been received by Vantage FX.

(b) If the negative Mark to Market value of an Open Position is approaching or has exceeded the Client's Credit Limit, Vantage FX reserves the right to Margin Call the Client in an amount entirely at Vantage FX's discretion;

(c) Vantage FX is not obliged to grant a Credit Limit to a Client; and

(d) Any Credit Limit set by Vantage FX may be reduced or withdrawn at any time by Vantage FX giving Notice to the Client.

18.2 The Client acknowledges that if Vantage FX acts on an Instruction which would result in a Credit Limit being exceeded:

- (a) Vantage FX is not obliged to inform the Client that the Credit Limit will be exceeded;
- (b) the Client will continue to be liable to Vantage FX for all amounts including those above the Credit Limit; and
- (c) Vantage FX is not obliged to act upon any subsequent Instruction where a Credit Limit might be exceeded.

## **19. ADVANCES AND INTEREST RATES**

19.1 The Client is required to settle each Order on the Value Date or on such date as Vantage FX may require settlement.

19.2 If Vantage FX agrees to provide a Credit Limit as described in clause 19.1, the Client undertakes to repay such Credit Limit upon demand together with interest at the rate of 3% per annum above the prime lending rate in Australia for the time being in force, calculated on a daily basis from the date of such advance up to and including the date of repayment in full. Such interest is charged in arrears at the end of each Business Day.

19.3 In addition to clause 20.2 above, interest at the said rate shall be chargeable on the

following items:

- (a) any part of the Margin not paid or deposited in the form of Cleared Funds; and.
  - (b) any amount due to Vantage FX which remains outstanding.
- 19.4 Nothing in this clause 20 or other clauses in this Agreement shall be construed as binding Vantage FX to make any advance to the Client nor shall it prejudice any of the rights and remedies Vantage FX has against the Client or any other persons under this Agreement, the Orders or otherwise conferred by law, equity or usage.
- 19.5 Vantage FX may vary such interest rates without Notice when changes are to the Client's advantage, or the changes are due to external circumstances beyond Vantage FX's control. Such circumstances include:
- (a) changes in the monetary or credit policies (domestic or abroad) that affect the general interest level in a way that is of importance to Vantage FX;
  - (b) other developments in the general interest level, including in the money and bond markets, in a way that is of importance to Vantage FX; or
  - (c) changes in the relationship with our counterparties, which affect Vantage FX's cost structures.
- 19.6 Vantage FX may vary such interest rates by providing one month's Notice if:
- (a) market conditions, including competitive behaviour, mean it is prudent for Vantage FX to change its interest rates; or
  - (b) for commercial reasons Vantage FX wishes to change its general cost and pricing structure; or
  - (c) significant particulars of a Client's individual conditions have changed.
- 19.7 Unless otherwise agreed in writing, Vantage FX is not liable to:
- (a) pay interest to a Client on any Free Balance in any account or on any other sum held by Vantage FX; or
  - (b) account to a Client for any interest Vantage FX receives on such sums or in connection with any Order.

## **20. INTEREST CHARGES ON MARGIN FX OPEN POSITIONS**

- 20.1 Where an Order for a Margin FX contract is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by Vantage FX in accordance with this clause:
- (a) if the Client is the Long Party and the Bought Swap Rate is higher than the Sell Swap Rate, Vantage FX must pay the Client interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
  - (b) if the Client is the Long Party and the Bought Swap Rate is less than the Sell Swap Rate, the Client must pay Vantage FX interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
  - (c) if the Client is the Short Party and the Sell Swap Rate is higher than the Bought Swap Rate, Vantage FX must pay the Client interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate; and

- (d) if the Client is the Short Party and the Sell Swap Rate is lower than the Bought Swap Rate, the Client must pay Vantage FX interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate
- 20.2 Where an Order for a Margin FX contract is held at the Close of Business on a Wednesday, the Swap Charge or Swap Credit is adjusted to reflect interest rate changes in the Currency Pair until the following Monday.
- 20.3 Where an Order for a Margin FX contract is held overnight, the Client agrees to pay Vantage FX a transaction fee of up to 10% of the value of the Swap Charge or Swap Credit.
- 20.4 Swap Charges or Swap Credits and Vantage FX's transaction fee are calculated and applied to the Client's account at the beginning of the next Trading Day.
- 20.5 No Swap Charge, Swap Credit or transaction fee is payable where an Order for a Margin FX contract is opened and closed on the same Trading Day.

## **21. INTEREST CHARGES ON SPOT CFD OPEN POSITIONS**

- 21.1 Where an Order for a Spot CFD is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by Vantage FX multiplying the value of the Order at the end of the Trading Day by the Reference Interest Rate and adjusted for any dividend (if applicable) in relation to the Underlying Asset.
- 21.2 Where an Order for a Spot CFD is held at the Close of Business on a Friday, the Swap Charge or Swap Credit is adjusted to reflect the cost of holding the position until the following Monday.
- 21.3 Swap Charges or Swap Credits in relation to Spot CFDs are calculated and applied to the Client's account at the beginning of the next Trading Day.
- 21.4 No Swap Charge or Swap Credit is payable where an Order for a Spot CFD is opened and closed on the same Trading Day.

## **22. ROLLOVER CHARGES & CREDITS FOR FUTURES CFD OPEN POSITIONS**

- 22.1 Where an Order for a Futures CFD is held overnight, the Order is not subject to a Swap Charge or Swap Credit.
- 22.2 Where an Order for a Futures CFD is held at the Close of Business, the Order is automatically rolled over meaning that the Order is closed, and a new Order is created for the Futures CFD on the next Trading Day at the new Order price. Vantage FX will not automatically roll over an Open Position for a Futures CFD held at the Close of Business unless Vantage FX has provided reasonable Notice to the Client of the Close of Business and the position remains open after this date.
- 22.3 Where an Order for a Futures CFD is held at the Close of Business, an adjustment will be applied to the Client's account to reflect the difference between the old Order price and the new Order price for the Futures CFD less an administration fee of 0.25% per annum payable to Vantage FX.
- 22.4 Cash adjustments will be applied to the Client's account on the first Trading Day of the new Order.

## **23. HEDGED POSITIONS**

- 23.1 Vantage FX may allow you to execute Hedged Positions on some Financial Products from time to time. A Hedged Position is an Open Position that is opposite of another Open

Position. In other words, it is the same Financial Product, but the opposite direction (i.e. you are the Long Party and the Short Party). A Hedged Position may be a Fully Hedged Position or a Partially Hedged Position.

- 23.2 Vantage FX reserves the right to reduce the Margin requirement to zero for Fully Hedged Positions. We also reserve the right to reduce the Margin requirement for Partially Hedged Positions. If we choose to reduce the Margin requirement, we do not waive the right to require Margin deposits at any given time.
- 23.3 You acknowledge and agree that if the Margin requirement for a Hedged Position has been reduced and you close any one Open Position that forms part of the Hedged Position, it will immediately trigger the full Margin requirement for the Open Position. If you do not have sufficient Margin such Open Position will be closed in accordance with clause 17.
- 23.4 Vantage FX may close all or part of any Hedged Position at any time without notice at the Close-Out Value where Vantage FX reasonably believes that the Hedged Position is being abused by a Client including where Vantage FX reasonably believes that such Hedged Positions are not in the ordinary course of trading, or where it constitutes Suspicious Trading Activity.

#### **24. DELAYS AND QUOTING ERRORS**

- 24.1 Vantage FX will use all reasonable efforts to process the Client's Order on a timely basis. However, Vantage FX shall not, in the absence of gross negligence or wilful misconduct, be liable for delays, damages, failures or errors in the completion of the Order.
- 24.2 Should a Quoting Error occur, Vantage FX is not liable for any damages, claims, losses, liabilities or costs arising from the quoting error and reserves the right to:
  - (a) cancel the Instruction or void the Instruction as if it had never taken place;
  - (b) close any Open Position resulting from the Instruction;
  - (c) void or roll over any Open Positions;
  - (d) refuse to execute or accept any Instruction;
  - (e) make the necessary adjustments to the Instruction or Open Position to correct the Quoting Error;
  - (f) change the Client's close out level;
  - (g) increase the Client's Margin requirement;
  - (h) immediately require payments of any amounts the Client owes Vantage FX, including Margin requirements;
  - (i) change the indication and spreads; and
  - (j) take all such other action as Vantage FX considers to be reasonable in the circumstances to protect Vantage FX and any of Vantage FX's other clients.
- 24.3 Vantage FX will exercise its rights under clause 24.2 as soon as reasonably practicable after it becomes aware of the Quoting Error.
- 24.4 If a Quoting Error has occurred, and the Client received monies from Vantage FX in connection with the Quoting Error, the Client agrees to immediately repay those monies to Vantage FX upon Notice from Vantage FX to do so.

- 24.5 In the absence of any fraud, wilful default or negligence on the part of Vantage FX, Vantage FX will not be liable for any damages, claims, losses, liabilities or costs arising from the Quoting Error.
- 24.6 If Vantage FX is unable to perform its obligations under this Agreement or an Order because of factors beyond its control or because of a Force Majeure Event, Vantage FX will notify the Client as soon as is reasonably practicable and will use reasonable endeavours to secure the return of any money paid by the Client in respect of which Vantage FX has been unable to discharge its obligations under the Agreement.
- 24.7 In the case of a Force Majeure Event, Vantage FX may also take any other steps it considers reasonably necessary, including but not limited to:
- (a) altering the Margin requirement;
  - (b) closing any or all Open Positions;
  - (c) amending or varying this Agreement and/or any Order insofar as it is impractical or impossible for Vantage FX to comply with its obligations to the Client.
- 24.8 In the absence of any fraud, wilful deceit or negligence on the part of Vantage FX, Vantage FX will not be liable for any damages, claims, losses, liabilities or costs resulting from an event or factor beyond its control or a Force Majeure Event.
- 24.9 Vantage FX may give a Notice ("**Disturbance Notice**") to the Client at any time if it forms the view that market conditions in the relevant financial for the Underlying Asset concerned are seriously disturbed. This includes circumstances where, in Vantage FX's opinion, the Underlying Asset is not available (for example, deposits in the currency concerned are not available) in the ordinary course of business to Vantage FX in the relevant market or because of national or international financial, political or economic circumstances, or because exchange controls.
- 24.10 When a Disturbance Notice under clause 24.9 is given, Vantage FX's obligations will be suspended while it and the Client negotiate alternative arrangements. If the parties reach agreement before the Order is closed, those alternative arrangements will apply, which may include setting a fair market value (including its typical spread) to any Open Positions at a point in time reasonably chosen by Vantage FX.

## 25. COMMISSIONS FEES AND EXPENSES

- 25.1 Vantage FX earns a spread whenever a Client trades. The spread is the difference between the bid price (price at which Vantage FX is willing to buy from the Client) and the ask price (price at which Vantage FX is willing to sell to the Client) for a Financial Product. The spread is paid by the Client but is incorporated into the quoted prices and/or rates and is not an additional charge or fee payable by the Client above the quoted rate and/or price.
- 25.2 Where the Client trades Share CFDs, Vantage FX may charge the following transaction fees:
- (a) 6 US dollars per transaction (or equivalent if the Client account is not denominated in US dollars) in relation to US shares;
  - (b) the greater of 50 Hong Kong dollars (or equivalent if the Client account is not denominated in Hong Kong dollars) or 25% of the Order Value in relation to Hong Kong shares;
  - (c) the greater of 8 Australian dollars (or equivalent if the Client account is not denominated in Australian dollars) or 0.08% of the Order Value in relation to Australian shares;
  - (d) the greater of 10 Great British Pounds (or equivalent if the Client account is not denominated in Great British Pounds) or 0.01% of the Order Value in relation to United Kingdom shares;
  - (e) the greater of 10 Euros (or equivalent if the Client's account is not denominated in Euros) or 0.1% of the Order Value in relation to European shares.
- 25.3 In addition to any other fees or charges set out in these Terms, the Client agrees to pay:

- (a) an amount equal to any other fee charged or levied on Vantage FX, or other expense incurred by Vantage FX, arising from any action taken pursuant to this Agreement; and
  - (b) all taxes (including GST) and expenses incurred by the Client in connection with this Agreement.
- 25.4 The Client confirms and acknowledges that Vantage FX is, without limiting its powers to recover amounts owing by the Client to Vantage FX in any other way, permitted to deduct, without further reference to the Client, charges relating to any services provided by Vantage FX including administration charges (including but not limited to fees associated with returned cheques, payment processing, debt collection and telephone transcript copies), charges relating to the use of the Online Services and any transaction fees charged to Vantage FX by others with respect to the Client's transactions including, but not limited to tracing fees.
- 25.5 Vantage FX may in its absolute discretion waive or reduce fees or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice.
- 25.6 The Client acknowledges that should they effect an Order with Vantage FX, the Client must pay all transaction charges, fees, settlements, interest, and any other amounts due under this Agreement on demand by Vantage FX in Cleared Funds or otherwise as required in accordance with the terms of the Agreement.
- 25.7 The Client agrees that Vantage FX may at any time share transaction fees and charges with any other persons without being required to disclose the sharing of such fees and charges to the Client, unless such disclosure is required by Law.

## **26. CORPORATE ACTIONS AND DIVISION EVENTS**

- 26.1 If a Corporate Action or Division Event occurs in relation to any Underlying Asset and/or its issuer or technology environment (for example, distributed ledger technology), Vantage FX may, acting in a commercially fair and reasonable manner, make adjustments to an Open Position (including any stop order or limit order) to preserve the economic equivalent of such Orders prior to the relevant event or to reflect the effect of such event on such Orders. Any such adjustments will be effective as of a date reasonably determined by Vantage FX.
- 26.2 Vantage FX will not make dividend payments.
- 26.3 If a Client is the Long Party for a Share CFD which goes ex-dividend, Vantage FX will credit the Client's account with a cash adjustment to reflect the impact of the dividend on the Orders. The amount of the adjustment will depend on the amount of the gross dividend on the relevant number of Share CFDs on the ex-dividend date.
- 26.4 If a Client is the Short Party for a Share CFD which goes ex-dividend, Vantage FX will debit the declared cash dividend from the Client's account. The amount of the adjustment will depend on the amount equal to the gross dividend on the relevant number of Share CFDs on the ex-dividend date.
- 26.5 If an Underlying Asset to which an Open Position relates is subject to a Merger Event, Vantage FX reserves the right to close any or all affected Open Positions at anytime during the Merger Event. Vantage FX will not close any Open Position that is subject to a Merger Event unless it has provided reasonable notice to the Client of a deadline for the Client to close their Open Position and the position remains open after this deadline.
- 26.6 Vantage FX reserves the right to adjust the opening price of any Financial Product that is subject to a Merger Event to reflect any cash portion of the offer or to amend the size to reflect any corresponding adjustment to the Underlying Asset caused by the Merger Event and/or to close the affected Open Positions and reopen a new position reflecting the new Underlying Asset that has been created. Any such adjustments will be effective as of a date reasonably determined by Vantage FX.

26.7 If Vantage FX determines that no adjustment can be made under this clause 26 which would produce a commercially reasonable result, Vantage FX may close the Client's Open Position at the Close-Out Value on a date reasonably determined by Vantage FX.

26.8 Where the Client is the Long Party for a Share CFD in relation to a US stock or security, and the Share CFD goes ex-dividend, Vantage FX is required by US tax legislation to withhold 15% of the cash adjustment to reflect the impact of the declared dividend. Vantage FX will remit the amount withheld to its liquidity provider who will account the withheld amounts to the proper US authorities. Clients can view amounts withheld for US tax legislation purposes from their account.

## **27. GUARANTEE**

27.1 A Client's obligations under the Agreement must be guaranteed:

- (a) where the Client (including a trustee) is a company, by each director of the Company; and
- (b) in any other circumstance, where Vantage FX determines, in its absolute discretion, that such a guarantee is required.

27.2 The Guarantor acknowledges that Vantage FX is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

27.3 The Guarantor unconditionally and irrevocably guarantees to Vantage FX compliance with their obligations in connection with the Agreement, including each obligation to pay money.

27.4 If the Client does not comply with those obligations on time and in accordance with the Agreement, then the Guarantor agrees to comply with those obligations on demand from Vantage FX. A demand may be made whether or not Vantage FX has made demand on the Client.

27.5 The Guarantor indemnifies Vantage FX against any liability or loss arising from, and any costs it incurs, if:

- (a) the Client does not, or is unable to, comply with an obligation the Client has (including an obligation to pay money) in connection with the Agreement; or
- (b) an obligation the Client would otherwise have under the Agreement (including an obligation to pay money) is found to be unenforceable; or
- (c) an obligation the Guarantor would otherwise have under clause 27 is found to be unenforceable; or
- (d) a representation or warranty by the Client in the Agreement is found to have been incorrect or misleading when made or taken to be made.

27.6 The Guarantor agrees to pay amounts due under clause 27.3 on demand from Vantage FX.

27.7 Vantage FX need not incur expense or make payment before enforcing this right of indemnity.

27.8 The guarantee in clause 27.3 is a continuing obligation despite any intervening payment, settlement or other thing and extends to all of the Client's obligations in connection with the Agreement. The Guarantor waives any right it has of first requiring Vantage FX to commence proceedings or enforce any other rights against the Client or any other person before claiming from the Guarantor under this guarantee and indemnity.

27.9 The Guarantor acknowledges that, before entering into this guarantee and indemnity, it:

- (a) was given a copy of the Agreement (and all documents giving rise to the obligation in connection with the Agreement) and had full opportunity to consider their provisions and

obtain legal advice; and

- (b) is responsible for making itself aware of the Client's financial position and any other person who guarantees any of the Client's obligations in connection with the Agreement.

27.10 The Guarantor agrees to make payments under this guarantee and indemnity:

- (a) in full without set-off or counterclaim, and without any withholding or deduction unless prohibited by law; and
- (b) in the currency in which the payment is due, and otherwise in Australian dollars, in immediately available funds.

27.11 If the Guarantor makes a payment that is subject to any withholding or deduction, the Guarantor agrees to pay Vantage FX such additional amount to ensure that the amount actually received by Vantage FX equals the full amount Vantage FX would have received had no withholding or deduction been made.

27.12 The rights given to Vantage FX under this guarantee and indemnity, and the Guarantor's liabilities under it, are not affected by any act or omission by Vantage FX or any other person. For example, those rights and liabilities are not affected by any act or omission:

- (a) varying or replacing the Agreement;
- (b) releasing the Client or giving the Client a concession (such as more time to pay);
- (c) releasing any person who gives a guarantee or indemnity in connection with any of the Client's obligations;
- (d) by which a person becomes a Guarantor after the date of this guarantee and indemnity;
- (e) by which the obligations of any person who guarantees any of the Client's obligations (including obligations under this guarantee and indemnity) may become unenforceable;
- (f) by which any person who was intended to guarantee any of the obligations does not do so, or does not do so effectively;
- (g) by which a person who is co-surety or co-indemnifier is discharged under an Agreement or by operation of law;
- (h) a person dealing in any way with the Agreement or this guarantee and indemnity;
- (i) the death, mental or physical disability, or liquidation, administration or insolvency of any person including the Client or the Guarantor;
- (j) changes in the membership, name or business of any person;
- (k) acquiescence or delay by Vantage FX or any other person.

27.13 As long as any obligation is required, or may be required, to be complied with in connection with this guarantee and indemnity, the Guarantor may not, without our consent:

- (a) reduce its liability under this guarantee and indemnity by claiming that the Client or any other person has a right of set-off or counterclaim against Vantage FX; or
- (b) exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, mortgage, charge or other encumbrance given in connection with the Agreement or any other amount payable under this guarantee and indemnity; or
- (c) claim an amount from the Client, or another guarantor (including a person who has signed the Application Form as a "Guarantor") under a right of indemnity; or

- (d) claim an amount in your liquidation, administration or insolvency or of another guarantor of any of your obligations (including a person who has signed the Application Form as a “Guarantor”).

## **28. SUSPENSION AND TERMINATION**

28.1 Vantage FX may at any time, by Notice, suspend this Agreement for any period that Vantage FX deems appropriate. While this Agreement is suspended:

- (a) the Client will be able to close any Open Positions but will not be entitled to place new Orders;
- (b) Vantage FX may, in its sole discretion (with or without Notice), close out your Open Positions at prices and/or rates it considers fair and reasonable at that time, and to the extent permitted by Law, you agree not to make any claim.

28.2 If Vantage FX suspends this Agreement pursuant to clause 28.1, Vantage FX can remove the suspension at any time by giving Notice. If the Agreement remains suspended for more than thirty (30) days, Vantage FX may terminate the Agreement by Notice to the Client.

28.3 This Agreement may be terminated immediately by the Client or Vantage FX by Notice to the other in writing. However, termination by either party shall not affect any Order or other transaction previously entered into and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve the Client of any obligations arising out of any Order or transaction entered into prior to such termination.

28.4 In the event that Vantage FX is made aware of, or has reason to believe, any of the following:

- (a) that the Client has provided false or misleading information to Vantage FX; or
- (b) that the Client has participated or is participating or has assisted or is assisting in money laundering or terrorist financing; or
- (c) that the Client is being officially investigated by law enforcement and/or regulatory agencies; or
- (d) that abnormal trading conditions exist; or
- (e) that Vantage FX is unable to make prices in the relevant Order due to the unavailability of relevant market information for reasons beyond Vantage FX’s control; or
- (f) that the Client may be in possession of “inside information” within the meaning of the Act; or
- (g) a Default Event has occurred; or
- (h) an Insolvency Event has occurred in respect of the Client,

then Vantage FX, at its sole discretion, may terminate this Agreement immediately by giving Notice to the Client, and Vantage FX shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Order already placed with Vantage FX.

28.5 Vantage FX may terminate this Agreement and, in its sole discretion (with or without Notice), close out your Open Positions at prices and/or rates Vantage FX considers fair and reasonable at that time, and to the extent permitted by Law, the Client agrees not to make any claim, where:

- (a) the Client notifies Vantage FX that they are no longer a Wholesale Client or Sophisticated Investor; or

- (b) Vantage FX reasonably believes that the Client is no longer a Wholesale Client or Sophisticated Investor.

28.6 Within two (2) Days of termination of this Agreement the Client will return or destroy all materials received from Vantage FX in accordance with Vantage FX's written instructions. Each party's duties of payment, delivery, and destruction of materials shall survive termination of this Agreement.

## **29. SET OFF AGAINST MONIES OWED**

29.1 In addition to other remedies available to Vantage FX, the Client authorises Vantage FX to:

- (a) appropriate, transfer, credit, apply or pay monies that may be received by Vantage FX or held by Vantage FX on the Client's behalf in payment of any amounts which may be outstanding by the Client to Vantage FX or to an agent of Vantage FX in a transaction effected on the Client's behalf; and
- (b) set-off against any amounts due to it by the Client, any amounts received by Vantage FX from or on behalf of the Client including but not limited to monies received as Margin. Vantage FX may determine the application of any amounts which are to be set-off at its own discretion.

29.2 Payments by the Client to Vantage FX in accordance with this Agreement must be made without any set-off, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable Law.

29.3 Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if Vantage FX is required to pay any tax in respect of any payment made in relation to this Agreement at the Client's request, the Client agrees to keep Vantage FX indemnified against that tax and agrees to pay to Vantage FX any additional amounts required to ensure Vantage FX receives the full net amount that is equal to the amount Vantage FX would have received had a deduction, withholding or payment of tax not been made.

29.4 Amounts deposited as Margin by the Client will not fall due for repayment until the Client's obligations under this Agreement and under or in respect of any other account between Vantage FX and the Client are satisfied in full. Until this time, amounts deposited as Margin will not constitute a debt due from Vantage FX to the Client nor will the Client have any right to receive payment of these funds.

29.5 If the Agreement is terminated, the Client and Vantage FX agree that the claims against each other are finally discharged by means of close-out netting. Vantage FX will determine the Close-Out Values for each affected Order in its sole discretion. The final amount to be paid by one of the parties will be the difference between the payment obligations of the parties.

## **30. LIABILITY AND INDEMNITY**

30.1 The Client shall indemnify and hold Vantage FX harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to the Client's negligence or wilful misconduct, the violation of any Law by the Client, or the breach by the Client of any provision of this Agreement or if a Default Event occurs.

30.2 The Client also agrees to promptly pay Vantage FX for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by Vantage FX in the enforcement of any of the provisions of this Agreement.

30.3 Vantage FX is not responsible for any delays, charges or loss incurred due to errors in the payment or as a result of a delay in funds reaching the Client's nominated account. The Client agrees to indemnify Vantage FX and be liable for any losses or charges incurred by Vantage FX arising from such error on the Client's behalf.

- 30.4 Vantage FX will not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred by the Client as a result of any acts or omissions by a Third Party.
- 30.5 Nothing in this Agreement is intended to limit or exclude any liability Vantage FX may owe the Client under any statutory rights the Client may have.
- 30.6 In calculating or mitigating its loss due to a Default Event or Quoting Error, Vantage FX is entitled to:
- (a) crystallise, unwind, reverse, repair or close any Open Positions by closing any Open Positions; and/or
  - (b) nominate the date on which the open Order is valued; and/or
  - (c) nominate the methodology used to calculate the open Orders' value; and/or
  - (d) take any other action that Vantage FX determines to be reasonably necessary to protect its legitimate interests.
- 30.7 The Client's obligations under this clause 30 shall survive the termination of this Agreement.

## **31. INFORMATION AND CONFIDENTIALITY**

- 31.1 The Client acknowledges and agrees that Vantage FX is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, Vantage FX may keep records of the contents and results of such searches in accordance with all applicable Laws.
- 31.2 Vantage FX reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Anti-Money Laundering and Counter-Terrorism Financing Laws. Vantage FX may pass on information collected from the Client and relating to transactions as required by applicable Anti-Money Laundering and Counter-Terrorism Financing Laws and is under no obligation to inform the Client it has done so. Vantage FX may undertake all such Anti-Money Laundering and Counter-Terrorism Financing checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by Vantage FX.
- 31.3 Personal information collected by Vantage FX is treated as confidential and is protected by the *Privacy Act 1988*. Vantage FX will only collect personal information which is necessary to perform the services contemplated by this Agreement.
- 31.4 Vantage FX will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain on the Website.
- 31.5 Vantage FX will use reasonable precautions to maintain the confidentiality of information Vantage FX receives from the Client and material and/or data the Client provides, creates, inputs or develops in connection with the Client's use of the Vantage FX services. Nonetheless, because such information, material and/or data may be provided through the internet, the Client hereby acknowledges and agrees that Vantage FX cannot assure that such information, material and/or data will continue to be confidential.
- 31.6 The Client accepts the risk of a third party receiving confidential information concerning the Client and specifically releases and indemnifies Vantage FX from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from a Client intended to be provided to Vantage FX or from Vantage FX intended to be provided to the Client.
- 31.7 The Client acknowledges and agrees that Vantage FX may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an Authorised User, to its employees, representatives, officers, agents, introducing brokers and affiliates, as well

as to a governmental entity or self-regulatory authority, an internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining the Vantage FX services, or to comply with applicable Laws.

- 31.8 Due to the inherent risks in transferring currency between parties located in different countries, Vantage FX takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Law enforcement agencies and regulatory authorities may periodically inspect and require copies of Client information and business records held by Vantage FX, to ensure compliance with all applicable anti-money laundering and counter terrorism financing laws.
- 31.9 The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by Vantage FX, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable anti-money laundering and counter terrorism financing laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Client may represent in any transaction entered into with Vantage FX.

## **32. ANTI-MONEY LAUNDERING PROCEDURES**

- 32.1 Vantage FX reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable AML/CTF Laws. Vantage FX may pass on information collected from the Client and relating to transactions as required by applicable AML/CTF Laws and is under no obligation to inform the Client it has done so. Vantage FX may undertake all such Anti-Money Laundering and Counter-Terrorism Financing checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by Vantage FX.
- 32.2 The Client warrants that:
- (a) The Client is not aware, and has no reason to suspect, that the money they use to funds their Account has been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law or , international law, and
  - (b) And the proceed of the Client's investment will not be used to finance any illegal activities.
- 32.3 Vantage FX is required by the AML/CTF Laws to verify a Client's identity before it can provide the Client with its services. Vantage FX may verify the Client's identity by using Electronic verification. Electronic verification allows Vantage FX to verify a Client's identity by using electronic tools and external data sources.
- 32.4 In order to verify a Client's identity electronically, Vantage FX may request a Client's details (such as your full name, address, date of birth, country of birth) and copies of their identification documents. This information will be passed on to external organisations in order to electronically match the Client's information with information on their databases. These organisations will assess and advise Vantage FX whether all or some of the information a Client provided matches their records.
- 32.5 By agreeing to these terms and conditions a Client agrees that:
- (a) The information they are providing is their personal information and they have authority to provide it to us; and
  - (b) Vantage FX may use and disclose the personal information for the purposes of electronic verification as described above.

## **33. DISPUTE RESOLUTION**

- 33.1 If the Client has a complaint in relation to this Agreement or any Order or other transaction under it, the Client should raise the complaint with Vantage FX's customer support. Vantage FX's customer support will investigate the complaint and provide a response as soon as practicable having investigated the concerns raised in the Complaint.

33.2 If a dispute arises between Vantage FX and the Client relating to any Order or other transaction under this Agreement, Vantage FX may close out or take any other action it considers appropriate in relation to the disputed Order or transaction without providing Notice to the Client and/or without having received an instruction to do so from the Client.

33.3 Nothing in this clause 33 limits the Client's rights (if applicable) to take any complaint to an external dispute resolution scheme of which Vantage FX is a member.

#### **34. NOTICES**

34.1 A Notice shall be in writing and shall:

- (a) If to the Client, be sent by prepaid registered mail or delivered by hand to the address of the Client as set out in this Agreement, or such other address the Client designates in writing, or by Vantage FX posting a Notice to the Website; and
  - (i) if posted on the Website, Notice is deemed to have been given 3 Days after the Notice was posted on the Website; or
  - (ii) if the Notice was sent to the address of the Client, the Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.
- (b) If to Vantage FX, be sent by prepaid registered mail or delivered by hand to the address of Vantage FX set out in this Agreement, or such other address as Vantage FX designates in writing, and such Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.

34.2 Any Notice may also be sent by email. if:

- (a) the Notice is sent to the email address last notified by the intended recipient to the sender; and
- (b) the sender keeps an electronic or printed copy of the Notice sent.

34.3 A Notice sent by email will be deemed to have been given on the first to occur of:

- (a) receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address stated above;
- (b) the time that the Notice enters an information system which is under the control of the recipient; or
- (c) the time that the Notice is first opened or read by an employee or officer of the recipient.

#### **35. GOVERNING LAW**

35.1 This Agreement shall be governed by and construed in accordance with the Law of New South Wales. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales.

#### **36. AMENDMENT AND ASSIGNMENT**

36.1 AMENDMENT

- (a) The terms of this Agreement and any Order or transactions under it, may be amended by Vantage FX at any time. Vantage FX will provide Notice to the Client of any such

amendment. The Client agrees to be bound by the terms of such an amendment on the earlier of:

- (i) ten (10) Days after Vantage FX has issued a notice to the Client via the Online Service;
  - (ii) upon providing notice to the Client by email; or
  - (iii) on the date of the Client entering any Order after the amendment.
- (b) Any other amendments must be agreed to in writing between Vantage FX and the Client.
- (c) If the Client does not consent to the amendment, the Client can terminate the Agreement and the amendment will not apply retrospectively. Termination in this case does not affect any obligations owed by the Client, or rights of Vantage FX with regard to any open Orders held by the Client.
- (d) At no time shall either party enter into commitments for or in the name of the other party or use their intellectual property for any purpose whatsoever. Except as specifically provided for in this Agreement, neither party will:
- (i) use the other party's name or intellectual property without the prior written approval of the other party; or
  - (ii) represent itself as being affiliated with, or authorised to act for, the other party.

## 36.2 ASSIGNMENT

- (a) Any rights or obligations that the Client may have pursuant to this Agreement must not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of Vantage FX.
- (b) Vantage FX may, transfer any rights or obligations it may have pursuant to this Agreement to another party without the consent of the Client including, without limitation, in connection with a sale or transfer of all or part of Vantage FX's business to another person or entity. Such an assignment shall only take place if a reasonable person would not expect it to cause detriment to a typical client of Vantage FX. The Client will execute any documents (including a deed of novation) reasonably required by Vantage FX to effect such a transfer. If the Client does not agree to Vantage FX assigning its rights, the Client may terminate this Agreement. However, termination in this case does not affect any obligation owed by you, or rights of Vantage FX with regard to any open Orders held by the Client.

## 37. SEVERENCE

- 37.1 A provision of the Client Agreement that is void, illegal or unenforceable is ineffective only to the extent of the provision's illegality or unenforceability, but the remaining provisions are not affected.
- 37.2 Any present or future legislation which operates to vary the Client's obligations in connection with this Agreement with the result that Vantage FX's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

## 38. FURTHER ACTS

- 38.1 This Agreement may consist of a number of copies each signed by one or more parties to this

Agreement. If so, the signed copies are treated as making up the onedocument.

38.2 The Client agrees to do anything Vantage FX reasonably requests (such as obtaining consents, signing, and producing documents and arranging documents to be completed and signed):

- (a) to bind the Client and any other person intended to be bound under this Agreement;
- (b) to show whether the Client is complying with this Agreement.