



# WHOLESALE CLIENT TERMS & CONDITIONS

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**Risk Warning:** Trading derivatives carries significant risks. It is not suitable for all investors and if you are a professional client, you could lose substantially more than your initial investment. When acquiring our derivative products, you have no entitlement, right or obligation to the underlying financial assets. Past performance is no indication of future performance and tax laws are subject to change. The information in this document is general in nature and does not take into account your personal objectives, financial situation, or needs. Accordingly, before acting on any such general advice, you should consider whether the general advice is suitable for you having regard to your objectives, financial situation and needs. We encourage you to seek independent advice if necessary.



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## 1. WARNING, DEFINITIONS, AND INTERPRETATION

- 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 investor 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 Difference) Instrument 2020/986.
- 1.2. If the Client (or any one of the Clients 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.
- 1.3. If Vantage is notified by the Client that they are no longer a Wholesale Client or a Sophisticated Investor, or Vantage reasonably suspects that the Client is no longer a Wholesale Client or Sophisticated Investor, Vantage 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, are highly leveraged and carry significantly greater risks than non-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 financial situation.
- 1.5. Vantage Global Prime Pty Ltd is under no obligation:
  - a) to provide you with advice 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
  - d) to close any Open Position.

### 1.6. 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 email, face-to-face or through an Online Service that they accept the Trade Contract Terms provided by Vantage.

**Act** refers to the **Corporations Act 2001 (Cth)**, including any updates, replacements, or amendments made to it from time to time.

**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.

**Authorised User** means a person authorised by the Client to access Vantage'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.

**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 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.

**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 for that purpose.

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

1. the Client;
2. an Authorised User; or
3. 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's sole discretion, are deemed as being:

- a) negligence;
- b) mistake;
- c) 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;
- d) the use, or allowing any other person (whether or not an Authorised User) 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 constructs, provides or conveys its bid or offer prices;
- e) Suspicious Trading Activity;
- f) the breach of any Law;
- g) the breach of any provision of the Agreement; or
- h) if the Client is an entity, the Client does not hold an LEI or the Client's LEI has expired or is about to expire and Vantage reasonably believes the LEI will not be renewed.

**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's hardware or systems unless occurring as a result of an act, omission, default or negligence of the Client or Vantage.

**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.

**Funding fees** in Perpetual Crypto account is a periodic payment between long and short positions of Crypto CFDs on perpetual contracts to maintain the contract price in line with the underlying cryptocurrency's spot price.

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

**Hedged Position** is as defined in clause 21.1.

**Initial Margin** means the amount deposited by the Client with Vantage as requested by Vantage 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 as requested by Vantage in respect of any anticipated Open Positions which the Client will have with Vantage.



**Instruction** means any instruction or request given by the Client to Vantage relating to the execution of a Financial Product as provided for under clause 8.3.

**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 controllers, 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 to which Vantage or the Client is subject.

**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 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 that the Client is required to pay Vantage 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 and the Client to reflect its current market value rather than its original contract value. Vantage 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 services that provide the ability for clients to transact with Vantage 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.

**Order** means a Financial Product entered into between Vantage 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 error, a software error, a typographical error, an off-market price or an obvious mistake in a quote, Order, Underlying Asset, or indication and includes quoting delays.

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

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

**Rollover Charge or Rollover Credit** is as defined in clause 20.

**Security Details** means the information required by Vantage under clause 11.3.

**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, 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 or placed one or more Orders in a way which:

- a) affects the integrity or effective functioning of the Online Services, Vantage's market for CFDs and Margin FX contracts, 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; or
- b) exploits or otherwise takes advantage of one or more characteristics of the Online Services or of an Order in a manner that was not intended by the characteristic.

Such conduct includes but is not limited to:

- c) 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
- d) 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 clauses 18 and 19.



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

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

**Third-Party** means any entity with whom Vantage has entered into an agreement or arrangement whereby Vantage 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 Vantage provides confirming the details of the Order entered into between the Client and Vantage.

**Trade Contract Terms** means the price, timing, and other details (as contained in the Instructions) Vantage 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 for all assets except Cryptocurrency CFDs. Trading Day for Cryptocurrency CFDs means Monday to Sunday 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 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 decides at its absolute discretion.

**Vantage, 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 website located at [www.vantagemarkets.com/en-au/](http://www.vantagemarkets.com/en-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 into 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 ("we", "us", "our" or "Vantage") 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 in respect of any dealings between you and us relating to the provision of General Advice to you and 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 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 such as opening an account with us or placing an order with us, 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 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 is true, correct and complete, and the Client will notify Vantage promptly of any changes to such information;
- f) the Client shall make ongoing disclosure to Vantage 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 that results in Suspicious Trading Activity. Such activity shall be subject to Vantage's right to seek reimbursement from the Client and/or void of all Orders (and associated profits).

#### 3.3. The Client acknowledges that:

- a) by applying to open an account with Vantage, the Client has read and understood this Agreement;
- b) Vantage will enter into the Orders and transactions contemplated by this Agreement in reliance on the representations and warranties made by the Client;
- c) Vantage provides general advisory and execution-only services, and the final investment decision is always the Client's own;
- d) if Vantage provides advice to the Client, then that advice is General Advice only and does not consider the Client's financial situation, objectives or needs;
- e) in the event that the Client is comprised of two or more legal persons, Vantage's primary contact for the receipt of Notices is the first person named on the Application Form; and
- f) Vantage does not guarantee perfect accuracy in the performance of its obligations under this Agreement and the provision of any services to you pursuant to this Agreement. If you think something is not accurate, please tell us immediately.

#### 3.4. The Client:

- a) confirms that they have regular access to the internet;
- b) consents to Vantage contacting the Client (in the circumstances described in this Agreement) by email at 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 LASIC's derivative transaction reporting rules as in force from time to time Vantage 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 ASIC's derivative transaction reporting rules as in force from time to time, the Client agrees and consents to Vantage:
  - a) obtaining an LEI on the Client's behalf; and
  - b) reapplying for or renewing the LEI if Vantage becomes aware that a Client's LEI has expired or will expire within the next 60 days.
- 4.3. If Vantage takes action under clause 4.2, the Client consents to Vantage passing on the cost of obtaining an LEI to the Client by charging it to the Client's account together with Vantage's reasonable administration costs in obtaining the LEI.
- 4.4. Where Vantage has obtained an LEI on behalf of a Client, the Client shall ensure that the LEI does not expire or lapse.
- 4.5. Despite clauses 4.1 to 4.3, the Client acknowledges that Vantage is under no obligation to obtain, maintain or renew an LEI on behalf of a Client.

#### 5. AUTHORISED USERS AND AUTHORISATION LIMITS

- 5.1. The Client shall provide Vantage with a list of Authorised Users.
- 5.2. The Client shall immediately notify Vantage 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 receiving such Notice, the change in Authorised User is effective immediately, subject to Vantage collecting and verifying identification documents to Vantage'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's customer service at [support@vantagemarkets.com.au](mailto:support@vantagemarkets.com.au).
- 5.4. The Client may inform Vantage 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 may be withdrawn by the Client at any time by giving Notice to Vantage.
- 5.5. Vantage may, where reasonably necessary to protect its legitimate interests or comply with any applicable Law, impose an authorisation limit and/or a volume 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 unless the Client has provided prior Notice under clause 5.3 confirming that the Authorised User is no longer entitled to be an Authorised User.
- 5.7. Until the Client has provided a Notice to Vantage to the contrary, or unless Vantage identifies reasonable grounds to believe otherwise, Vantage may continue to assume that all existing Authorised Users have authority to provide Instructions and execute legally binding Orders with Vantage within their authorisation limits.
- 5.8. The Client hereby indemnifies and agrees to hold Vantage 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 except to the extent any such loss has occurred due to Vantage's fraud, wilful misconduct or negligence.



- 5.9. The Client will take reasonable steps to ensure that each Authorised User complies in full of the Agreement.
- 5.10. Vantage reserves the right at any time to refuse the appointment or continued authorisation of an Authorised User. Vantage 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, will not be able to act on the Client's behalf (including sending Vantage Instructions) and may not 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.
- 6.2. Vantage may, in its absolute discretion, refuse to accept you as a Client for any reason. Vantage will notify you of such refusal as soon as practicable after you apply 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 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 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 may make available rate and/or price indications by email, face-to-face or through Online Services. Such indications are not binding, and the rates and/or prices will be as agreed when Vantage exercises its right to create an Order.
- 8.2. Vantage sets its own rates and/or prices for the Financial Products. The prices Vantage sets may diverge significantly from the market price for the Underlying Asset. Rate and/or price indications and how Vantage calculates them is determined in Vantage's absolute discretion. Any changes to the rate and/or price indication are effective immediately.
- 8.3. When the Client, or an Authorised User, contacts Vantage by either email, face-to-face or through an Online Service and provides the appropriate Client reference number (and such other security checks as Vantage may specify), Vantage 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 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 **good** 'til cancelled Order, which means that the Order will remain capable of being accepted by Vantage until the Client cancels the Order or Vantage 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, take profit 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 will contact the Client by either 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 shall have a discretionary right to create an Order.
- 8.8. If Vantage exercises its discretionary right to create an Order, then an Order is formed between the Client and Vantage. 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 declines to exercise the right to create an Order, Vantage is not obliged to:
  - a) give the Client a reason for declining to create an Order; or
  - b) notify the Client that Vantage 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's discretionary right to create an Order.
- 8.12. The Client acknowledges that Vantage 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. Vantage accepts no responsibility for losses incurred by the Client in connection with any error made by the Client or an Authorised User in providing Instructions to Vantage.
- 8.14. The Client is required to settle each Order on the Value Date or on such date as Vantage may require settlement.

## 9. EMAIL TRANSACTIONS

- 9.1. The Client acknowledges and agrees and will ensure that each Authorised User acknowledges and agrees, that Vantage may make a recording of any 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. The recording remains the property of Vantage. The recording can be used by Vantage where there is a dispute with a Client as to the Trade Contract Terms of the Order, and for training, monitoring and compliance purposes.
- 9.2. An Authorised User may request Vantage to accept Instructions and enter into Orders by email. Vantage may, but is not obliged to, accept Instructions sent by email. The Client acknowledges and agrees that upon the acceptance by Vantage 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 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 account; and
  - c) use such other facilities as Vantage may from time to time make available through the Online Services.
- 10.2. Vantage may without Notice and at any time, where it is reasonably necessary to protect its legitimate interests or comply with any applicable Law, suspend, withdraw, or deny access to the Online Services for any reason related to



security, reliability of service, failure by the Client to pay any amount when due or breach by the Client of any provision of this Agreement. If and while such access is suspended under this clause, the Client will be able to close any Open Positions but will not be entitled to place new Orders.

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

10.4. Vantage can delay, decline, or reverse any Order if Vantage 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 might breach its compliance obligations; or
- d) believes that the Client is in breach of this Agreement in any material respect.

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

10.5. Vantage 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 will notify Clients of such changes by either placing a message on the Website, the log on the page of the Online Services or by email.

10.6. Clients are responsible for obtaining, maintaining, and ensuring compatibility of their electronic software, devices, and equipment. Vantage 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's negligence or deliberate default.

10.7. Clients are responsible for ensuring that their electronic devices and equipment are free from viruses and other malware and Vantage will not be responsible for any losses incurred by failure to do this. Vantage 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 is not able to guarantee that access to any of the Online Services will be uninterrupted, continuous, or error-free.

10.8. 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 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 will not be liable for any loss or damage caused by the Client's breach of this clause 10.8.

## 11. SECURITY DETAILS

11.1. For security purposes, when accessing any of the Online Services it is a condition that Vantage is satisfied with your identity. Accordingly, Vantage is entitled not to act on Instructions received or given through any Online Service if Vantage is in any doubt as to the Client's identity.

11.2. Whenever a Client or an Authorised User uses an Online Service, the use of Security Details authorises Vantage to act on any Instructions received. Vantage will treat the use of Security Details as the Client's consent to conduct transactions using the Online Services unless Vantage has reason to believe the Client's Security Details may have been compromised.

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 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 at any time and for any reason. Vantage 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 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 has not received any notification of such unauthorised use, and otherwise has no cause to reasonably suspect that the Security Details have been compromised, Vantage is entitled to act on any Instruction it receives.
- 11.9. Vantage will not be liable for any losses the Client suffers resulting from the disclosure of the Client's Security Details or an Authorised User's Security Details to the extent that Vantage was not responsible for such disclosure.

## 12. TRADE CONFIRMATIONS

- 12.1. Within one Day of Vantage entering into an Order with the Client, Vantage 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, whereupon a further Trade Confirmation Notice will be made available with the correct details which the Client will again need to check. Vantage is entitled to assume that a Trade Confirmation Notice is correct unless the Client notifies Vantage of any error as soon as practicable after the confirmation is made available to the Client.
- 12.4. The Client acknowledges that:
- a) Vantage 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 provides;
  - b) Vantage is authorised to use the standing facility as the means of providing Trade Confirmation Notices and other reports from Vantage;
  - c) Vantage accesses and uses such standing facility to:
    - (i) provide Trade Confirmation Notices and other reports Vantage 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 on the standing facility. Vantage 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's accounts under any circumstances.



- 13.2. Vantage has sole discretion as to whether the Client may pay by cheque.
- 13.3. Any sums that the Client owes to Vantage must be paid in one of the following ways:
- a) by online bank transfer;
  - b) by same day bank transfer;
  - c) with Vantage'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 from time to time.
- 13.4. The Client must ensure that payments made to Vantage are from the Client as the holder of the account and not from the account of a third party.
- 13.5. If Vantage is not satisfied that a payment has been made from an account held in the Client's name, Vantage reserves the right to ask the Client for documents to prove the funds belong to the Client before Vantage decides whether to credit the Client's account. Vantage 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 may refuse to accept or may return any payment of money from any third party or any account of any third party and that Vantage 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.
- 13.7. The Client must have sufficient Cleared Funds deposited in their account before Vantage creates any Order. Vantage will indicate to the Client, where applicable, the sum required as the Margin for each Order.
- 13.8. Vantage 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.
- 13.9. Vantage 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's services.
- 13.10. All payments under this Agreement must be made in Australian dollars or any other currency that Vantage 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. A payment will not be made to a Client until Vantage receives confirmation that the Client's payment and beneficiary account details are correct. If the Client does not notify Vantage that the beneficiary details are incorrect, this does not affect the Order that has been entered into.
- 13.13. Vantage will use all reasonable endeavours to make payments to the Client or any third party specified by the Client, in accordance with the timing specified in the Client's Instructions. However, Vantage 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.
- 13.14. Vantage 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 prior to the Cut-off Time for that Day. International payments relating to funds received by Vantage 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 accordingly, Vantage 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 that they wish to cancel the Order, or this Agreement allows Vantage to treat the Client as having terminated the Order or this Agreement, Vantage 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 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 from the Client in the event of cancellation. Where Vantage 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 in closing out the Order.

## 15. MARGIN

- 15.1. Before creating an Order, Vantage 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 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 to the Client's account at the time Cleared Funds have been received into the Vantage client segregated account or such earlier time as allowed by Vantage. This means that a Margin requirement for any anticipated or Open Positions is not satisfied unless and until the Client's payment is received in Cleared Funds into Vantage's client segregated account.
- 15.4. Payment of Margin must be made pursuant to clause 13 of this Agreement.
- 15.5. Vantage 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 Vantage segregated client account.

## 16. MARK TO MARKET PAYMENTS

- 16.1. Vantage calculates the Order Value 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:
    - (i) the Long Party must pay the Short Party the excess of the Previous Order Value over the Order Value;  
or
    - (ii) 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 owes to the Client are automatically credited to the Client's account; and



- b) the Client owes to Vantage 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 reserves its rights to close out all Open Positions:
  - a) if at any time the Margin held by Vantage 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; or
  - b) when a stop order or limit order is reached.
- 17.3. Vantage has 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, if the Client fails to pay any amount when due under this Agreement, or if a Default Event occurs and Vantage deems the Default Event to be material, Vantage has the right to terminate (by either buying or selling) any or all of the Client's Open Positions.

## 18. INTEREST CHARGES ON MARGIN FX OPEN POSITIONS

- 18.1. 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 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 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 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 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 interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate.
- 18.2. Vantage may from time to time, temporarily designate a Margin FX contract as a swap-free Margin FX contract. An Order for a swap-free Margin FX contract will not be subject to a Swap Charge or Swap Credit for a period of time that the Order is held overnight, as determined by Vantage ("Swap Free Period"), provided that the Client does not engage in Suspicious Trading Activity with respect to the Order. If the Order remains open after the Swap Free Period has expired, the Order may be subject to a Swap Charge or Swap Credit as published on the Website. Vantage retains absolute discretion to determine which Margin FX contracts may be designated as swap-free contracts, and the duration of any Swap Free Period. Vantage will publish this information on its Website from time to time, and reserves the right to withdraw without notice the designation of any Margin FX contract as a swap-free Margin FX contract. If Vantage reasonably believes that a Client has engaged in Suspicious Trading Activity with respect to a swap-free Margin FX contract, Vantage reserves the right to apply Swap Charges or Swap Credits retrospectively from the opening of the Order and to take any other action that is permitted under this Agreement in relation to Suspicious Trading Activity.
- 18.3. Where an Order for a Margin FX contract is held at the end of the Trading Day on a Wednesday, the Swap Charge or Swap Credit is adjusted to reflect interest rate changes in the Currency Pair until the following Monday. That means the swap rate will be tripled where the Order for a Margin FX contract is held at the end of the Trading Day on Wednesday.
- 18.4. Swap Charges or Swap Credits are calculated and applied to the Client's account at the beginning of the next Trading Day.
- 18.5. No Swap Charge or Swap Credit is payable where an Order for a Margin FX contract is opened and closed on the same



Trading Day.

- 18.6. Swap rates may change from day to day. Changes to the swap rates will be displayed on the Online Services and these changes will take effect immediately.

## 19. INTEREST CHARGES ON SPOT CFD OPEN POSITIONS

- 19.1. Where an Order for a Spot CFD is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by Vantage 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.
- 19.2. Vantage may from time to time, temporarily designate a Spot CFD as a swap-free Spot CFD. An Order for a swap-free CFD contract will not be subject to a Swap Charge or Swap Credit the Swap Free Period provided that the Client does not engage in Suspicious Trading Activity with respect to the Order. If the Order remains open after the Swap Free Period has expired, the Order may be subject to a Swap Charge or Swap Credit as published on the Website. Vantage retains absolute discretion to determine which Spot CFDs may be designated as swap-free contracts, and the duration of any Swap Free Period. Vantage will publish this information on its Website from time to time, and reserves the right to withdraw without notice, the designation of any Spot CFD as a swap-free Spot CFD. If Vantage reasonably believes that a Client has engaged in Suspicious Trading Activity with respect to a swap-free Spot CFD, Vantage reserves the right to apply Swap Charges or Swap Credits retrospectively from the opening of the Order and to take any other action that is permitted under this Agreement in relation to Suspicious Trading Activity.
- 19.3. Where an Order for a Spot CFD (except for Cryptocurrency CFD) is held at the end of a Trading Day on a Friday, the Swap Charge or Swap Credit is adjusted to reflect the cost of holding the position until the following Monday. That means the swap rate will be tripled where an Order for a Spot CFD (other than a Cryptocurrency CFD) is held at the end of the Trading Day on Friday.
- 19.4. 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.
- 19.5. No Swap Charge or Swap Credit is payable where an Order for a Spot CFD is opened and closed on the same Trading Day.
- 19.6. Swap rates may change from day to day. Changes to the swap rates will be displayed on the Online Services and these changes will take effect immediately.

## 20. FUNDING FEES ON CRYPTO CFD OPEN POSITION

(Apply to Perpetual Crypto Account only.)

- 20.1. Where an Order for a Crypto CFD in a Perpetual Crypto Account is held open, it will be subject to Funding Fees, which are charged three times a day. The Funding Fee is calculated based on the value of the Order at each applicable funding time and reflects the cost of holding the position in relation to the prevailing market funding rate.
- 20.2. Funding Fees are determined by multiplying the value of the Order by the Funding Rate, as published on the Website. This rate may vary depending on market conditions and is updated regularly.
- 20.3. Funding Rates applicable to Crypto CFDs in Perpetual Crypto Accounts are published on the Website, and any changes to these rates will take effect immediately.
- 20.4. No Funding Fee will be applied if an Order for a Crypto CFD is both opened and closed within the same funding period on the same Trading Day.

## 21. ROLLOVER CHARGES & CREDITS FOR FUTURES CFD OPEN POSITIONS

- 21.1. Where an Order for a Futures CFD is held overnight, the Order is not subject to a Swap Charge or Swap Credit.
- 21.2. Where you hold a Futures CFD at the end of the existing contract, a Rollover Credit or Rollover Charge will be applied to your Unrealised Profit/Loss. Futures CFDs are automatically rolled over to a new contract at the same time that the Rollover Credit or Rollover Charge is calculated and applied. This means 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.

- 21.3. Where an Order for a Futures CFD is rolled over, an adjustment, being the rollover rate multiplied by the number of lots, 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.
- 21.4. Cash adjustments will be applied to the Client's account on the first Trading Day of the new Order.
- 21.5. We may provide you notice of the rollover of a Futures CFD, but we are not obliged to do so.

## 22. HEDGED POSITIONS

- 22.1. Vantage may allow you to execute Hedged Positions on some Financial Products from time to time. A Hedged Position is an Open Position that is the opposite of another Open Position. In other words, it is the same Financial Product, but in 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.
- 22.2. Vantage may close all or part of any Hedged Position at any time without notice at the Close-Out Value where Vantage reasonably believes that the Hedged Position is not held in the ordinary course of trading, or where it constitutes Suspicious Trading Activity.

## 23. DELAYS AND QUOTING ERRORS

- 23.1. Vantage will use all reasonable efforts to process the Client's Order on a timely basis. However, Vantage shall not, in the absence of negligence or wilful misconduct, be liable for delays, damages, failures or errors in the completion of the Order.
- 23.2. Should a Quoting Error occur, or if Vantage is unable to make prices in an Order due to the unavailability of relevant market information for reasons beyond its control, and where reasonably necessary to protect Vantage's legitimate interests, Vantage 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 rollover 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, including Margin requirements;
  - i) change the indication and spreads; and
  - j) take all such other action as Vantage considers to be reasonable in the circumstances to protect Vantage and any of Vantage's other clients.
- 23.3. Vantage will exercise its rights under clause 22.2 acting reasonably and as soon as reasonably practicable after it becomes aware of the Quoting Error.
- 23.4. If a Quoting Error has occurred, and the Client received monies from Vantage in connection with the Quoting Error, the Client agrees to immediately repay those monies to Vantage upon Notice from Vantage to do so.
- 23.5. To the extent permitted by Law and in the absence of any fraud, wilful misconduct or negligence on the part of Vantage, Vantage will not be liable for any damages, claims, losses, liabilities, or costs arising from the Quoting Error.
- 23.6. If Vantage is unable to perform its obligations under this Agreement or an Order because of factors beyond its control, including, without limitation, abnormal market conditions, or because of a Force Majeure Event, Vantage 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 has been unable to discharge its obligations under the Agreement.
- 23.7. In the case of a Force Majeure Event or abnormal trading conditions, Vantage 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 to comply with its obligations to the Client.

23.8. To the extent permitted by Law and in the absence of any fraud, wilful misconduct or negligence on the part of Vantage, Vantage will not be liable for any damages, claims, losses, liabilities or costs resulting from an event or factor beyond its control, abnormal trading conditions or a Force Majeure Event.

23.9. Vantage may give a Notice (“Disturbance Notice”) to the Client at any time if it forms the view, based on reasonable grounds, that market conditions in the relevant financial market for the Underlying Asset concerned are seriously disturbed. Market conditions will be seriously disturbed where, in Vantage’s opinion, the Underlying Asset is not available in the ordinary course of business to Vantage in the relevant market or relevant markets have been suspended or severely disrupted by national or international financial, political, or economic circumstances, or events.

23.10. When a Disturbance Notice under clause 22.9 is given, Vantage’s obligations in relation to any Open Positions will be suspended while it and the Client negotiate alternative arrangements. If the parties reach an agreement before the Order is closed, those alternative arrangements will apply. If the parties do not reach an agreement before the Order is closed, Vantage may, acting reasonably, set a fair market value (including its typical spread) to any Open Positions at a point in time reasonably chosen by Vantage. !

## 24. COMMISSIONS FEES AND EXPENSES

24.1. Vantage earns a spread whenever a Client trades. The spread is the difference between the Bid price (price at which Vantage is willing to buy from the Client) and the Ask price (price at which Vantage 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.

24.2. Where the Client trades Share CFDs, Vantage may charge the following commission:

- a) trading US shares CFDs will attract commission of 6 USD per transaction converted to the base currency of your account;
- b) trading Hong Kong shares CFDs attracts commission of 50 HKD or 0.25% of the transaction value (number of contracts \* contract size \* share price \* 0.25%) whichever is greater converted to the base currency of your account;
- c) trading Australian shares CFDs attracts commission of 0.08% of the transaction value (number of contracts \* contract size \* share price \* 0.08%). The minimum charge is 8 AUD per transaction converted to the base currency of your account;
- d) trading United Kingdom shares CFDs attracts commission of 0.1% of the transaction value (number of contracts \* contract size \* share price \* 0.1%) converted to the base currency of your account;
- e) trading European shares CFDs attracts commission of 0.1% of the transaction value (number of contracts \* contract size \* share price \* 0.1%) converted to the base currency of your account.

24.3. Vantage may charge commissions on your account. The commission charge will vary based on the base currency of your account and will increase/decrease in proportion to the size of the Margin FX Contract or CFD you are trading. Vantage may from time to time, on its website, temporarily designate some products as commission free products.

24.4. Where an open Position in a currency other than the base currency of the account is closed, Vantage will charge a conversion fee at its quoted exchange rate when converting the realised profit or loss to the base currency of your Account. The exchange rate quoted by Vantage may differ to the spot foreign exchange rate.

24.5. 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, or other expense incurred by Vantage, arising from any action it takes in accepting an Instruction from the Client or in the enforcement of this Agreement; and
- b) all taxes (including GST) and expenses incurred by the Client in connection with this Agreement.



- 24.6. The Client confirms and acknowledges that Vantage is, without limiting its powers to recover amounts owing by the Client to Vantage in any other way, permitted to deduct, without further reference to the Client, charges relating to any services provided by Vantage 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 by others with respect to the Client's transactions including, but not limited to tracing fees.
- 24.7. Vantage 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.
- 24.8. The Client acknowledges that should they effect an Order with Vantage, the Client must pay all transaction charges, fees, commissions, settlements, interest, and any other amounts due under this Agreement on demand by Vantage in Cleared Funds or otherwise as required in accordance with the terms of the Agreement.
- 24.9. The Client agrees that Vantage 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.

## 25. CORPORATE ACTIONS AND DIVISION EVENTS

- 25.1. 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 may act 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.
- 25.2. Vantage will not make dividend payments.
- 25.3. If a Client is the Long Party for a Share CFD which goes ex-dividend, Vantage 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.
- 25.4. If a Client is the Short Party for a Share CFD which goes ex-dividend, Vantage 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.
- 25.5. If an Underlying Asset to which an Open Position relates is subject to a Merger Event, Vantage reserves the right to close any or all affected Open Positions at any time during the Merger Event. Vantage 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.
- 25.6. Vantage 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.
- 25.7. If Vantage determines that no adjustment can be made under clause 24 which would produce a commercially fair and reasonable result, Vantage may close the Client's Open Position at the Close-Out Value on a date reasonably determined by Vantage.
- 25.8. 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 is required by US tax legislation to withhold 15% of the cash adjustment to reflect the impact of the declared dividend. Vantage will remit the amount withheld to its liquidity provider who will account for the withheld amounts to the proper US authorities. Clients can view amounts withheld for US tax legislation purposes from their accounts.

## 26. SUSPENSION AND TERMINATION

- 26.1. Vantage may at any time, to protect its legitimate interests or to comply with any applicable Law, by Notice, suspend



this Agreement for any period that Vantage deems appropriate. While this Agreement is suspended the Client will be able to close any Open Positions but will not be entitled to place new Orders.

- 26.2. If Vantage suspends this Agreement pursuant to clause 25.1, Vantage can remove the suspension at any time by giving Notice. If the Agreement remains suspended for more than thirty (30) days, either party may terminate the Agreement by giving Notice to the other party.
- 26.3. This Agreement may be terminated immediately by the Client or Vantage 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.
- 26.4. In the event that Vantage 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; 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 the Client may be in possession of “inside information” within the meaning of the Act; or
  - e) a Default Event has occurred and Vantage deems the Default Event to be material; or
  - f) that a Force Majeure Event has occurred; or
  - g) an Insolvency Event has occurred in respect of the Client,

then Vantage, at its sole discretion, may terminate this Agreement immediately by giving Notice to the Client, and Vantage 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.

- 26.5. Vantage may terminate this Agreement and, in its sole discretion (with or without Notice), close out your Open Positions at prices and/or rates Vantage considers fair and reasonable at that time, where:
- a) the Client notifies Vantage that they are no longer a Wholesale Client or Sophisticated Investor; or
  - b) Vantage reasonably believes that the Client is no longer a Wholesale Client or Sophisticated Investor.
- 26.6. Within two (2) days of termination of this Agreement, the Client will return or destroy all materials received from Vantage in accordance with Vantage’s written instructions. Each party’s duties of payment, delivery, and destruction of materials shall survive termination of this Agreement.

## 27. SET OFF AGAINST MONIES OWED

- 27.1. In addition to other remedies available to Vantage, the Client authorises Vantage to:
- a) appropriate, transfer, credit, apply or pay monies that may be received by Vantage or held by Vantage on the Client’s behalf in payment of any amounts which may be outstanding by the Client to Vantage or to an agent of Vantage 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 from or on behalf of the Client including but not limited to monies received or held on behalf of the Client.
- 27.2. Payments by the Client to Vantage in accordance with this Agreement must be made without any set-off, counterclaim 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.
- 27.3. Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if Vantage 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 indemnified against that tax and agrees to pay to Vantage any additional amounts required to ensure Vantage receives the full net amount that is equal to the amount Vantage would have received had a deduction, withholding or payment of tax not been made.
- 27.4. If the Agreement is terminated, the Client and Vantage agree that the claims against each other are finally discharged by means of close-out netting. Vantage will determine the Close-Out Values for each affected Order. The final amount



to be paid by one of the parties will be the difference between the payment obligations of the parties.

## 28. LIABILITY AND INDEMNITY

- 28.1. Vantage is not responsible for any delays, charges or losses 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 for any losses or charges incurred by Vantage arising from such error on the Client's behalf.
- 28.2. Vantage 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.
- 28.3. Vantage will not be liable under any circumstances for any taxation consequences or taxation charges incurred by the Client in connection with any Order or transaction contemplated by this Agreement.
- 28.4. Nothing in this Agreement is intended to limit or exclude any liability Vantage may owe the Client under any statutory rights the Client may have.
- 28.5. In calculating or mitigating its loss due to a Default Event or Quoting Error, Vantage is entitled to:
- crystallise, unwind, reverse, repair or close any Open Positions by closing any Open Positions; and/or
  - nominate the date on which the open Order is valued; and/or
  - nominate the methodology used to calculate the open Orders' value; and/or
  - take any other action that Vantage determines to be reasonably necessary to protect its legitimate interests.
- 28.6. The Client's obligations under clause 27 shall survive the termination of this Agreement.

## 29. INFORMATION AND CONFIDENTIALITY

- 29.1. The Client acknowledges and agrees that Vantage 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 may keep records of the contents and results of such searches in accordance with all applicable Laws.
- 29.2. Vantage 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 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 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.
- 29.3. Personal information collected by Vantage is treated as confidential and is protected by the *Privacy Act 1988*. Vantage will only collect personal information which is necessary to perform the services contemplated by this Agreement.
- 29.4. Vantage will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain on the Website.
- 29.5. Vantage will use reasonable precautions to maintain the confidentiality of information Vantage 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 services. Nonetheless, because such information, material and/or data may be provided through the internet, the Client hereby acknowledges and agrees that Vantage cannot assure that such information, material and/or data will continue to be confidential.
- 29.6. Other than where caused by Vantage's negligence or failure to comply with any relevant Law, the Client accepts the risk of a third party receiving confidential information concerning the Client and specifically releases Vantage 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 or from Vantage intended to be provided to the Client.
- 29.7. The Client acknowledges and agrees that Vantage 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 the offering, providing, administering or maintaining the Vantage services, or to comply with applicable Laws.

- 29.8. Due to the inherent risks in transferring currency between parties located in different countries, Vantage 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, to ensure compliance with all applicable anti-money laundering and counter-terrorism financing laws.
- 29.9. The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by Vantage, 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 counterterrorism 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.

### 30. ANTI-MONEY LAUNDERING PROCEDURES

- 30.1. Vantage reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable AML/CTF Laws. Vantage 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 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.
- 30.2. The Client warrants that:
- a) The Client is not aware, and has no reason to suspect, that the money they use to fund their Account has been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under the Australian law or, international law, and
  - b) the proceeds of the Client's investment will not be used to finance any illegal activities.
- 30.3. Vantage is required by the AML/CTF Laws to verify a Client's identity before it can provide the Client with its services. Vantage may verify the Client's identity by using Electronic verification. Electronic verification allows Vantage to verify a Client's identity by using electronic tools and external data sources.
- 30.4. In order to verify a Client's identity electronically, Vantage 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 whether all or some of the information a Client provided matches with their records.
- 30.5. By agreeing to these Terms 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 may use and disclose the personal information for the purposes of electronic verification as described above.

### 31. DISPUTE RESOLUTION

- 31.1. 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's customer support. Vantage's customer support will investigate the complaint and provide a response as soon as practicable having investigated the concerns raised in the Complaint.
- 31.2. If a dispute arises between Vantage and the Client relating to any Order or other transaction under this Agreement, Vantage may, where reasonably necessary in order to protect its legitimate interests, close out or take any other action 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.
- 31.3. Nothing in this clause 30 limits the Client's rights (if applicable) to take any complaint to an external dispute resolution



scheme of which Vantage is a member.

## 32. NOTICES

31.4. 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 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, be sent by prepaid registered mail or delivered by hand to the address of Vantage set out in this Agreement, or such other address as Vantage 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.

31.5. 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.

31.6. 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.

## 33. GOVERNING LAW

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.

## 34. AMENDMENT AND ASSIGNMENT

34.1. AMENDMENT

- a) The terms of this Agreement and any Order or transactions to be made under it, may be amended by Vantage at any time. Vantage 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 has issued a notice to the Client via the Online Service or has sent a notice to the Client by email; or
  - (ii) on the date of the Client entering any Order after the amendment.
- b) Any other amendments must be agreed to in writing between Vantage and the Client.
- c) If the Client does not consent to the amendment, the Client can terminate the Agreement. Termination, in this case, does not affect any obligations or rights of either party 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.



## 34.2. 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.
- b) Vantage may transfer, assign or novate 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's business to another person or entity. Such a transfer, assignment or novation shall only take place if a reasonable person would not expect it to cause detriment to a typical client of Vantage. The Client will execute any documents (including a deed of novation) reasonably required by Vantage to effect such a transfer. If the Client does not agree to Vantage 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 with regard to any open Orders held by the Client.

## 35. SEVERANCE

35.1. 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.

## 36. CLIENT MONEY

36.1. If the Client is a Wholesale Client (other than a Sophisticated Investor), Vantage may use the funds in the Vantage client segregated account to:

- a) meet obligations incurred by Vantage in connection with Orders. Obligations may include an obligation to make payments to a related entity and/or a liquidity provider in connection with liabilities Vantage incurs when the Client and other clients place Orders with Vantage. Liabilities in this sub-clause include but are not limited to minimum floating margin requirements imposed by a related entity or liquidity provider, or other hedging requirements;
- b) in order to enforce other rights that Vantage has under the Agreement; and
- c) for any other reason allowed by Law.

36.2. If the Client is a Wholesale Client (other than a Sophisticated Investor) then the Client acknowledges that clause 35.1 constitutes the Client's written agreement to use funds in the Vantage client segregated account in the manner referred to in that clause.

36.3. The Client acknowledges that clause 35.2 is sufficient written authorisation for Vantage to withdraw without notice to or further authorisation from, the Client the amount of money deposited into the client segregated account necessary to meet Vantage's obligations incurred for this purpose. The Client has no interest in or claims over Vantage's contracts (if any) with any other person or in the accounts into which Vantage lodges or pays the funds which were withdrawn from the client segregated accounts. The Client acknowledges that the balance of the Client's account may not be protected if there is a default in the dealings with counterparties or in the overall client segregated account balance.

36.4. Vantage shall be entitled to retain any interest earned on the funds in the Vantage client segregated account or in relation to any such funds invested by Vantage.

36.5. Unless otherwise agreed in writing, Vantage 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; or
- b) account to a Client for any interest Vantage receives on such sums or in connection with any Order.

## 37. FURTHER ACTS

36.1 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 one document.



36.2 The Client agrees to do anything Vantage 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
- c) with this Agreement.