



# WHOLESALE CLIENT AGREEMENT

MITRADE GLOBAL PTY LTD  
APRIL 2022

LEVEL 13, 350 QUEEN STREET,  
MELBOURNE, VIC 3000, AUSTRALIA

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RISK WARNING: CFDS ARE A LEVERAGED PRODUCT AND CAN RESULT IN THE LOSS OF YOUR ENTIRE CAPITAL. TRADING CFDS MAY NOT BE SUITABLE FOR EVERYONE. PLEASE CONSIDER OUR PDS, FSG, RISK DISCLOSURE STATEMENT, CLIENT AGREEMENT AND TARGET MARKET DETERMINATION BEFORE USING OUR SERVICES AND ENSURE THAT YOU UNDERSTAND THE RISKS INVOLVED. YOU DO NOT OWN OR HAVE ANY INTEREST IN THE UNDERLYING ASSETS.

ABN 90 149 011 361 | AFSL NO. 398528

# 1. WARNING

- (1) This Wholesale Client Agreement is prepared only for Wholesale Clients and Sophisticated Investors. As a Wholesale Client or Sophisticated Investor, you do not necessarily receive the same investors protections and disclosure documents as those provided to a Retail Client. This includes, but is not limited to, the protections under the ASIC Corporations (Product Intervention Order – Contracts for Differences) Instrument 2020/986
- (2) If the Client ceases to be a Wholesale Client or Sophisticated Investor during the term of this Agreement, the Client has an obligation to immediately notify Mitrade.
- (3) If Mitrade is notified by the Client that they are no longer a Wholesale Client or a Sophisticated Investor, or Mitrade reasonably suspects that the Client is no longer a Wholesale Client or Sophisticated Investor, Mitrade will suspend or terminate this Agreement in accordance with its powers under this Agreement.
- (4) The Financial Products referred to in this Agreement are considered speculative which are highly leveraged and carry significantly greater risks than non-g geared investments (e.g. 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. We recommend that you should obtain financial, legal, taxation and other professional advice prior to transacting in the Financial Products to ensure they are appropriate for your objectives, needs and circumstances.
- (5) Mitrade is under no obligation:
  - (a) to satisfy itself as to the suitability of any Order or transaction for you;
  - (b) to monitor or advise you on the status of any of your Open Positions;
  - (c) prevent you from trading beyond your means or ability, or to protect you; or
  - (d) to close any Open Position.

# 2. PURPOSE

- (1) The following Wholesale Client Agreement is between you, and us, Mitrade Global Pty Limited (ABN 90 149 011 361, ACN 149 011 361) ('Mitrade'). In the Wholesale Client Agreement we may refer to ourselves as 'Mitrade', 'we', 'us', 'our', 'ours' or 'ourselves' as appropriate. Similarly, you may be referred to as 'the Client', 'you', 'your', 'yours' or 'yourself' as appropriate. This Agreement governs our dealings with you in relation to the Financial Products.
- (2) We are regulated by the Australian Securities and Investments Commission ('ASIC') in accordance with the Governing Law and we are a holder of an Australian Financial Services Licence issued by ASIC numbered 398528. Our registered address is Level 13, 350 Queen Street, Melbourne, VIC 3000.
- (3) This is a master agreement and sets out the terms and conditions upon which dealings between you and us relating to the provision of General Advice to the Client or the execution of Orders.
- (4) This Agreement is in addition to other documents that may have been exchanged and/or executed between the parties. You should read these Terms carefully and any other documents given to you and that apply to you.
- (5) 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.

- (6) By signing and submitting the Application Form by email, post or electronically via the Platform or website, or by taking any action consistent with your agreement to this Wholesale Client Agreement, you agree that we will provide our products and services to you on these terms and conditions.
- (7) The following Client Agreement shall replace any prior or existing agreement between the parties, or previously issued terms and conditions, and shall apply to any existing arrangements currently operating between the parties. By validly executing an Account Application and/or undertaking any transaction with Mitrade you hereby agree to be bound by the following Wholesale Client Agreement (as amended from time to time).

### 3. DEFINITIONS

- (1) In this Wholesale Client Agreement unless a different intention is expressed, the following terms (as subsequently defined in, modified by and/or amended by legislation, regulation and/or Mitrade's other disclosure documents) shall mean:
- "Accept" or "Acceptance" means, except in the case of a Third Party Online Platform, if the Client, or an Authorised User, indicates by either telephone, email, face-to-face or through an Online Service that they accept the Trade Contract Terms provided by Vantage FX.
- "Act" means the Corporations Act 2001 (Cth).
- "Account" or "Trading Account" means the account of your dealing in the Financial Products issued by Mitrade, which is established in accordance with this Client Agreement;
- "Account Takeover" means a situation where a third party is trading on your account and Mitrade has not received the valid written authorisations appointing an Authorised Person to your account pursuant to clause 13(2);
- "Agreement" means the entire legal agreement between Mitrade and the Client and constitutes this Wholesale Client Agreement which governs our relationship with you;
- "AML/CTF Act" 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;
- "Application Form" means the form a client must complete and submit to apply to open an account with Mitrade;
- "Authorised Person" means a person authorised to bind you under this Client Agreement;
- "Base Currency" means the main currency used in a given Account to display account information such as Margin Requirements, account balance, and fees and charges;
- "Business Day" means a day on which trading banks in Melbourne, Australia are open for business, excluding any public holidays and weekends;
- "CFD" is a Contract For Difference which is an over-the-counter derivative product comprising an agreement under which one party is entitled to be paid an amount of money (profit), or has to pay an amount of money (loss), resulting from movements in the price or value of an Underlying Instrument or security (without actually owning that Underlying Instrument or security);
- "Client" means you, the counterparty or prospective counterparty to Mitrade's Margin FX contracts and CFDs;
- "Client Agreement" or "Wholesale Client Agreement" means this document, forming part of Mitrade's Agreement with you;
- "Client Money" means the money that our clients have deposited with us and which is held by us under the Governing Law;
- "Close of Business", or "Business Close", means the time at which the market of the Exchange, on which the Underlying Instrument over which a CFD is quoted, normally closes on any Business Day;
- "Closing Date" means in relation to a CFD the date on which you accept the Closing Price of the CFD, or on which a Closing Date is deemed to have occurred in accordance with this Client Agreement;

“Closing Notice” means in relation to a CFD the notice given by one party to the other to close any CFD in accordance with this Client Agreement;

“Closing Price” means in relation to a CFD, the price as determined by Mitrade at the time Mitrade receives the Closing Notice;

“Closing Value” means in relation to a CFD the Closing Price multiplied by the Contract Quantity;

“Collateral” means any property (including securities or other assets by agreement under special circumstances) deposited with Mitrade by you;

“Contract” means any contract whether verbal or written, for the purchase or sale of a Financial Product, entered into by you;

“Contract Value” means the Contract Price multiplied by the Contract Quantity;

“Contract Quantity” means the number of Underlying Instruments to which the CFD relates;

“Corporations Act” means the Corporations Act 2001 (Cth);

“Corporations Regulations” means the Corporations Regulations 2001 (Cth) as updated, replaced or amended from time to time;

“Currency” means a currency which we nominate as being available to underlie a Contract;

“Confirmation” means the email sent to you from Mitrade 1 to 2 business days after the transaction containing the identification details of the product issuer and you, the date of the transaction, description of the transaction, amount payable and any taxes or stamp duty applicable to the transaction;

“Equity” means the amount of money you would have left in your account should all of your open positions be closed out at the current market price;

“Event of Default” means the circumstance where we reasonably suspect:

- (a) you fail to meet a call for a deposit or Margin or make any other payment when due under this Client Agreement;
- (b) you are not contactable by Mitrade (and has not made alternative arrangements) within the time specified by Mitrade in order for Mitrade to obtain instructions (where required);
- (c) you die or become of unsound mind, or the partnership, trust or company is dissolved or ceases to exist for any reason;
- (d) you suspend payment of your debts, make any composition with your creditors, has a receiver appointed over some or all of your assets, take or have any proceedings taken against you in bankruptcy or if you are not a natural person, take or allow any steps to be taken for your winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by Mitrade) or anything similar to any of these events happens to you anywhere in the world;
- (e) you fail in any respect fully and promptly to comply with any obligations to Mitrade under this Client Agreement or otherwise or if any of the representations or information supplied by you are or become inaccurate or misleading in any material respect;
- (f) any guarantee, indemnity or security for your obligations is withdrawn or becomes defective, insufficient or unenforceable in whole or in part;
- (g) any security created by any mortgage or charge binding your assets becomes defective, insufficient or unenforceable in whole or in part;
- (h) if after progressing through Mitrade’s internal dispute resolution processes, you lodge a formal complaint against Mitrade with any external dispute resolution body;
- (i) this Client Agreement has been terminated;
- (j) it becomes or may become unlawful for Mitrade to maintain or give effect to all or any of the obligations under this Client Agreement or otherwise to carry on its business or if Mitrade or you are requested not to perform or to close out a transaction (or any part thereof) by any governmental or regulatory authority whether or not that request is legally binding; or
- (k) Mitrade in its sole and absolute discretion, considers a given state of affairs to require the exercise of its rights in the Event of Default;
- (l) 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 Mitrade reasonably believes the LEI will not be renewed.

“Financial Product” includes the Margin FX Contracts and Contracts for Difference issued by Mitrade;

“Governing Law” means the Corporations Act 2001 and the regulations made under it and all applicable financial services laws (as defined by section 761A of the Corporations Act 2001) as well as ASIC regulatory guides;

“Initial Margin” means an amount required to be deposited by you with Mitrade to open a Position, calculated as a percentage of the Contract Value as at the time the Position is opened. This amount is updated real time based on market price of the Underlying Instrument;

“Long Party” means the party identified as having notionally bought the Underlying Instrument with a view that the price of the Underlying Instrument will increase;

“Maintenance Margin” means the level below which Mitrade shall have the discretion to close out positions without further notice, regardless of whether any Margin Calls have been issued;

“Margin” means Initial Margin or Maintenance Margin or both;

“Margin Call” means a call normally made on you in the form of a pop-up alert via the Mitrade Platform, restricting you from opening up further exposures and allowing Mitrade to close out your positions without further notice unless and until you bring your Equity back above 100% of the Total Initial Margins paid on the Account;

“Margin FX Contract” means a contract between you and us under which you may make a profit or incur a loss arising from fluctuations in the price of a foreign currency;

“Margin Percentage” means the percentage rate of Initial Margin applicable to your Contract;

“Margin Requirement” means the amount of money that you are required to pay to us and deposit with us for entering into a trade and/or maintaining an open Position;

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

“Platform”, “Mittrade Platform” and “Trading Platform” all mean the electronic trading platform provided by Mitrade through which clients can trade in Mitrade’s products;

“Relevant Exchange” means, in relation to a CFD transaction, the financial market on which the reference security which forms the subject of the CFD is quoted and is able to be traded. If the reference security is quoted on more than one financial market, Mitrade will advise you of the Relevant Exchange for the purposes of the CFD, at the time the CFD is entered into;

“Retail Client” has the same meaning as in section 761G of the Corporations Act 2001 (Cth);

“Short Party” means the party identified as having notionally sold the Underlying Instrument with a view of the price of the Underlying Instrument decreasing;

“Sophisticated Investor” means a person who would be a Wholesale Client only through the application of section 761GA of the Corporation Act;

“Staff Personal Trading Policy” refers to Mitrade’s policy on employee personal trading as amended from time to time;

“Stop Loss” means an order to close a Margin FX Contract or a CFD at a specified price in order to limit a loss;

“Take Profit” means a type of limit order that specifies that exact price at which to close out an open position for a profit;

“Trust” means where you are a trust, the trust identified in the Application Form;

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

“Unauthorised Activity” includes, but is not limited to, the following:

- (a) opening or closing positions based directly, indirectly, partially or fully on actual or potential financial advice, recommendations, statements or commentaries from an unlicensed and/or unauthorised third party (this clause does not in any way affect your right to seek independent financial advice);
- (b) insider trading;

- (c) underlying market manipulation;
- (d) Account Takeover situations;
- (e) attempts to and instances of, hiding or creating doubt about or misleading us about the location from which orders are being issued;
- (f) attempts to and instances of hiding or creating doubt about or misleading us about the device from which orders are being issued;
- (g) attempts to and instances of hiding or creating doubt or misleading us about the account holder's tax residency;
- (h) trading from a virtual private server (VPS) or virtual machine (VM);
- (i) trading via a virtual private network (VPN);
- (j) trading on an account by someone or something (whether or not they are a legal person) other than the natural person individual account holder;
- (k) use of a TOR browser or similar services;
- (l) attempts to attack our IT infrastructure or slow down our server;
- (m) attempts to trade using arbitrage, price latency or system overload;
- (n) trading on multiple accounts from single IP address;
- (o) trading on multiple accounts from a single device;
- (p) the utilisation of any methodology, strategies, plan, devices, which may adversely affect Mitrade's ability to effectively manage its risk or ability to comply with its financial services obligations;
- (q) unusual transactions such as scalping or trading patterns involving what Mitrade considers to be sudden and significant changes in volume traded;

without limiting Mitrade's right to consider a client's intentions if it considers it appropriate, no proof of intention shall be required in establishing that an Unauthorised Activity has occurred;

"Underlying Instrument" means the instrument which we list as being the reference on which our Margin FX Contract and CFD prices are based. An Underlying Instrument could be an index, commodity, currency, cryptocurrency, shares or other instrument or asset or factor the reference to which the value of a financial product is determined;

"Underlying Instrument Price" means in relation to a CFD or Margin FX Contract, the current price of the Underlying Instrument as determined by Mitrade; and

"Wholesale Client" has the same meaning as in sections 761G and 761GA of the Corporations Act 2001 (Cth).

## 4. INTERPRETATION

- (1) Headings are for convenience only and shall not affect the construction and interpretation of this Client Agreement.
- (2) The singular includes the plural and vice versa.
- (3) Reference to a person, individual or "you" includes bodies corporate, unincorporated associations, partnerships and individuals.
- (4) In the event of any conflict between this Wholesale Client Agreement and any Product Details, schedule or ancillary document referred to in this Agreement the order of precedence for the purpose of construction shall be:
  - (a) this Client Agreement;
  - (b) product details; and

- (c) any other ancillary documents referred to in this Client Agreement.
- (5) Any reference in this Client Agreement to any law, statute, regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such modification or re-enactment).

## 5. CLIENT REPRESENTATIONS AND WARRANTIES

- (1) You represent and warrant to Mitrade that:
  - (a) You understand that this Client Agreement constitutes a legal, valid and binding contract;
  - (b) You are a wholesale client as defined under sections 761G and/or 761GA of the Corporations Act 2001 (Cth);
  - (c) You understand that, as a wholesale client, you are not entitled to many of the statutory protections available to Retail Clients;
  - (d) The information relied upon by Mitrade in making the wholesale client assessment that you have provided is complete and accurate and will remain so for the duration of this Agreement;
  - (e) You understand and acknowledge that you have an obligation to inform Mitrade as soon as practicable if any of the information or factors relied upon by Mitrade in making the wholesale client assessment changes;
  - (f) all orders to be placed and all trading to be conducted under this Client Agreement are lawful;
  - (g) in executing and giving effect to this Client Agreement, you do not and will not infringe any provision of any other document or agreement to which you are a party, nor any law or judgment/order binding upon you;
  - (h) where you are more than one person, that all decisions made, and instructions issued, pursuant to this Client Agreement are made on a fully informed and agreed basis by all the parties to the account;
  - (i) you are not an employee nor the close relative of an employee of any exchange participant;
  - (j) all information supplied to Mitrade by you is, or at the time it is supplied will be, accurate in all material respects and you will not omit or withhold any information which would make such information inaccurate in any material respect;
  - (k) you will provide to Mitrade on request such information regarding your financial and business affairs and/or identity, as Mitrade may reasonably require;
  - (l) you and Mitrade are bound by the applicable Financial Product laws, Governing Law, Corporations Act, applicable Operating Rules, customs, usages and practices (as modified from time to time) of the applicable exchange and clearing houses where any dealing takes place;
  - (m) you will take all reasonable steps to obtain and communicate to Mitrade all information, and shall deliver or cause to be delivered to Mitrade all documents with respect to dealings in the Financial Products which are requested by any person having the right to request such documents and information and you authorise Mitrade to pass on/deliver all such information and documents to any such person;
  - (n) you are not insolvent, and if you are a corporate client, no resolution has been passed and no petition has been presented or order made for your winding up or liquidation or the appointment of a receiver or a receiver and manager or an administrator or other insolvency official to you or any of its assets; and
  - (o) Mitrade relies on representations and warranties made by you which survive the entering into of this Client Agreement and are repeated in respect of each Financial Product transaction.

## 6. LEGAL ENTITY IDENTIFIER

- (1) In order to comply with the ASIC Derivative Transaction Rules (Reporting) 2013, Mitrade may need to obtain a Legal Entity Identifier ("LEI") from all entities that trade with it.
- (2) If the Client is an entity captured by the ASIC Derivative Transaction Rules (Reporting) 2013, the Client agrees and consents to Mitrade:
  - (a) Obtaining a LEI on the Client's behalf; and
  - (b) Reapplying for renewing the LEI if Mitrade becomes aware that a Client's LEI has expired or will expire with the next 60 days.
- (3) If Mitrade takes action under clause 6.2, the Client consents to Mitrade passing on the cost of obtaining a LEI to the Client by charging it to the Client's account together with Mitrade's reasonable administration costs in obtaining the LEI.
- (4) Where Mitrade has obtained an LEI on behalf of a Client, the Client shall ensure that the LEI does not expire or lapse.
- (5) Despite clauses 6.1 to 6.3, the Client acknowledges that Mitrade is under no obligation to obtain, maintain or renew an LEI on behalf of a Client. It is Client's obligation to maintain the validity of their LEI at all times.

## 7. CAPACITY TO ENTER INTO THIS CLIENT AGREEMENT

- (1) You represent and warrant to Mitrade that:
  - (a) you are duly organised and validly existing (or, if an individual, is of legal age and is under no legal disability or incapacity) and have full power and authority to enter into, and have taken all necessary steps to enable yourself to lawfully to enter into, this Client Agreement and the transactions contemplated by it, and perform its obligations
  - (b) the person executing this Client Agreement has full power and authority to execute the Agreement on behalf of you, and to bind you and/or the entity (whether individual, company, partnership or otherwise);
  - (c) where you are a Trustee (including the trustee of a superannuation fund):
    - (i) you will notify Mitrade that you are funding your account using superannuation funds, as that may impact your classification as a Retail or wholesale client;
    - (ii) the Trust has been duly constituted, is valid and complies with all applicable laws;
    - (iii) the Trust Deed has been executed and stamped, in accordance with the laws of the relevant State or Territory of Australia;
    - (iv) you are the only Trustee of the Trust;
    - (v) the property of the Trust has not been resettled, set aside or transferred to any other trust or settlement and the Trust Deed has not been terminated and the date or any event for the vesting of the Trust's property has not occurred;
    - (vi) the Trust Deed specifically empowers and authorises dealings in Financial Products, and such dealings are within the authorised ambit of the Trust's investment strategy;
    - (vii) all obligations under, and transactions contemplated by, this Client Agreement constitute binding obligations and are lawfully enforceable against the Trust and its property in accordance with its terms;
    - (viii) you have an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by it in its dealings with Mitrade, and the Trust's property is sufficient to satisfy that right of indemnity or exoneration;
    - (ix) you have complied with your obligations in connection with the Trust;



- (x) there is no conflict of interest on your part in entering into this Client Agreement and performing your obligations under it or the transactions contemplated by it; and
  - (xi) if you are a superannuation fund, you comply with all requirements outlined in the Superannuation Industry (Supervision) Act 1993 (Cth).
- (d) where you are an investment manager or a Responsible Entity, the investment management agreement or constitution specifically empowers and authorises dealings in foreign exchange contracts and contracts for difference (CFDs), by you and on behalf of your underlying clients; and
- (i) such dealings are within the authorised ambit of the/each underlying client's investment strategy;
  - (ii) you will enter into transactions pursuant to the applicable investment management agreement as investment manager or Responsible Entity and not otherwise;
  - (iii) you will only deal in Financial Product transactions when the funds or other assets under its control are sufficient to meet the obligations which arise in connection with such dealing;
  - (iv) in the event of termination of your appointment as investment manager or Responsible Entity, you are authorised to arrange for closing out of all contracts entered into prior to the date of such termination as soon as possible; and
  - (v) you repeat each of these representations and warranties in relation to both yourself and your underlying clients.

## 8. ACCOUNT ESTABLISHMENT

- (1) You must complete an online Application Form in order to apply for an Account. We will decide whether to accept your Application Form in our sole discretion and will establish an account in the name of you, who is the person named as the holder of the account. You agree and consent to us, or agents acting on our behalf, making a verification request to an electronic identity verification service provider or other third-party provider as and when Mitrade may engage such service to assist in verifying your identity for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, or related rules and regulations. You also agree and consent to the disclosure of your Personal Information for this purpose including your name, residential address and your date of birth. If you do not wish for your Personal Information to be disclosed to a third-party provider, you must notify us prior to us making the verification request, and we will provide you with an alternative means of verifying your identity.
- (2) Mitrade may impose minimum initial balance requirements from time to time by notice on our website.
- (3) Mitrade may in its absolute discretion reduce or waive the minimum deposit amount, the minimum account balance, fees (including royalties or fees for third party services) or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, upon prior notice.
- (4) Mitrade does not accept property from you as Collateral unless it is to meet Margin Calls in special agreed circumstances. Any Collateral transferred by you to Mitrade or held by Mitrade on behalf of you is pledged as a security for any liability that you may have towards Mitrade. You warrant that all such Collateral are beneficially owned by you and are and will remain free from any lien, charge, security interest and other encumbrance. If you fail to fulfil any obligation under this Client Agreement, Mitrade is entitled to sell any Collateral immediately without notice and by the means and at the price that Mitrade in its reasonable discretion determines. Mitrade shall not be liable for any loss occasioned by such sale.
- (5) Where you are more than one person, the account shall be established in both your names as joint tenants unless you specifically advise otherwise (in which case it shall be established in your names as tenants in common). In any case, the parties to such joint account shall each be jointly (together) and severally (individually) liable.
- (6) No one except you has an interest in your account with Mitrade opened for the purposes of this Client Agreement.

- (7) Prior to approving your account, you must have successfully completed the suitability assessment to Mitrade's satisfaction. Notwithstanding this, Mitrade reserves the discretion to deny establishing an account for any person without needing to justify that decision to that person.
- (8) This document was prepared for wholesale clients only and does not apply to Retail clients. You should be aware that wholesale clients are not entitled to the same statutory protections as retail clients.
- (9) You acknowledge that we may require information from you from time to time to comply with the AML/CTF Act. By submitting an Application Form, opening an Account or transacting with us, you undertake to provide us with all information and assistance that we may require to comply with the AML/CTF Act.
- (10) We may pass on information collected from you and relating to transactions as required by the AML/CTF Act or other applicable laws and regulations and we are under no obligations to inform you that we have done so. We may undertake any such anti-money laundering and other checks in relation to you (including sanction lists and countries list) that we deem necessary or appropriate, and we reserve the right to take any associated action without any liability whatsoever to you.

(11) You also warrant that:

(a) you are not aware and have no reasons to suspect that:

- (i) the money used to fund your Account has been or will be derived from or is related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention, or by agreement; or
- (ii) the proceeds of your investment will be used to finance any illegal activities.

(12) The following figures on your Account are calculated on real time and are detailed as follows:

**Balance:** (which does not include the unrealised P&L of the current open positions)

= Deposits -Withdrawals + Realised Total P&L of closed positions (but does not include the unrealised P&Ls on the open positions)

**Initial Margin:** (for each position)

= Initial Margin percentage rate x Quantity x current market price of position

**Maintenance Margin:** (for each position)

= Initial Margin percentage rate x 50%

**Available Balance:** (which means amount available to be used for new positions or to withdraw)

= Balance + Unrealised Total P&L on open positions + daily Overnight Funding rate for all applicable open positions x number of days - Total of Initial Margins

**Net P&L:** (which means the profit and loss for all open positions)

= the total of (P&L + daily Overnight Funding rate x number of days)

**Equity:** (which means the current account valuation when all positions are liquidated)

= Balance + Net P&L

Your 'Available Balance', 'Initial Margin', 'Maintenance Margin', 'Net P&L' and 'Equity' are constantly calculated in line with the market movements. If the 'Equity' touches or falls below the total of Initial Margin requirements you will receive an alert when you log onto your Account and your positions are at risk of being liquidated. If the "Equity" falls below the total of Maintenance Margin requirements your positions are at immediate risk of being liquidated.

It is your responsibility to ensure that your account is sufficiently funded at all times, especially during volatile periods.

(13) Currency Conversion

If any of your positions are denominated in a currency other than the Base Currency of your Account, the unrealised P&Ls will be continually valued in your Base Currency based on the applicable Mitrade foreign exchange rate. Your statement will then also value all your positions in your Base Currency.

## 9. CLIENT MONEY

- (1) We deposit any funds paid by you into one or more segregated accounts, which are operated in accordance with part 7.8 of the Corporations Act.
- (2) All money paid to us by you or a person acting on your behalf, or which is received by us on behalf of you, will be held by us in one or more segregated trust accounts with an Australian ADI or an approved foreign bank. Such segregation of your money does not protect your money from the risk of loss arising from Mitrade's inability to pay back part or the full amount owed to you. These moneys do not constitute a loan to us and are held on trust by us. You agree and acknowledge that individual Accounts of our clients are not separated from each other within the segregated trust accounts operated by us and that your moneys may be co-mingled with our other clients' moneys, and that we will not be liable for the insolvency or any act or omission of any ADI holding the trust accounts.
- (3) You acknowledge and agree that we have the right to use wholesale client money (apart from sophisticated investor funds) to margin, guarantee, secure, transfer, adjust or settle dealings in derivatives by us or on behalf of people other than you.
- (4) Your client money may only be withdrawn from the segregated client trust account in the following circumstances:
  - (a) where you are entitled to the money and have submitted a valid, written request to withdraw the funds that has been accepted by us;
  - (b) where a fee or charge or interest has accrued on your account with us;
  - (c) where required by law or in compliance with the Operating Rules of a licensed market; and
  - (d) where you have accrued a realised trading loss on your account.

Where the withdrawal is for any liability owed towards Mitrade, we reserve the right to withdraw that amount at any time, in our sole discretion.

- (5) We are entitled to invest the money in our trust account in accordance with the Corporations Act and Corporations Regulations including in:
  - (a) Investments in any manner in which we are, for the time being, authorized to invest in;
  - (b) Investments on deposit with any eligible money market dealer
  - (c) Investments on deposit at interest with any Australian ADI
  - (d) The acquisition of cash management trust interests
  - (e) Investment in a security issued or guaranteed by the Commonwealth or a state or territory; and/or
  - (f) Investment on deposit with a clearing and settlement facility
- (6) Unless otherwise agreed in writing with you:
  - (g) We are solely entitled to any interest or earnings derived from your money being deposited in our trust account, the trust account of our Liquidity Provider or invested by us in accordance with the Corporations Act. Any interest or earnings are payable to us from the relevant trust account or investment account (as the case requires) as and when we determine;
  - (h) Upon realization of an investment of your funds, the initial capital invested must either be invested in another investment permitted by the Corporations Act or deposited by us into a trust account operated in accordance with the Corporations Act;
  - (i) In the event that the amount received upon realization of an investment of your funds is less than the initial capital invested, we must pay an amount equal to the difference into a trust account for your benefit, except where any such difference is the result of amounts paid to us out of the investments in accordance with the Agreement; and
  - (j) We will not charge a fee for investing your money in accordance with the Corporations Act.
- (7) Positions are marked-to-market with payments being settled daily to account for market movements. This means that the aggregate net unrealised and realised profit accruing to clients shall be transferred into the client trust account as at the end of each business day. You also authorise and consent to the aggregate net unrealised and realised client loss to be transferred out of the client trust account by Mitrade. Mitrade reserves the right to withdraw funds to which it is entitled from the client trust account at their leisure.

- (8) Under the ASIC Client Money Reporting Rules, we are required to comply with various record-keeping, reconciliation and reporting obligations in relation to the sophisticated client money held in the client money trust. Under these rules, we must:
- (a) Keep records of sophisticated client money received and retain such records for 7 years;
  - (b) Perform a daily and monthly reconciliation of the sophisticated client money on our accounts with the actual sophisticated client money held in the client money trust;
  - (c) Notify ASIC within 5 business days if we identify a breach of the ASIC Client Money Reporting Rules or if a discrepancy is identified by the reconciliation;
  - (d) Lodge with ASIC an annual director's declaration and an external auditor's report on our compliance with the ASIC Client Money Reporting Rules within 4 months of the end of our financial year; and
  - (e) Establish, implement and maintain policies and procedures designed to ensure our compliance with the ASIC Client Money Reporting Rules.
- (9) Once withdrawn from the client money trust account, monies shall accordingly be treated as the legal and beneficial property of Mitrade, subject to an obligation by Mitrade to transfer an equivalent back to Client in accordance with their rights under this Client Agreement.
- (10) Whilst we remain ultimately responsible for the client money segregation, protection and handling of the client money, certain functions unrelated to the provision of financial services are handled by our subsidiary company (Mittrade Services Ltd) or our parent company (Mittrade Group Pte Ltd) in certain jurisdictions. These services include payment processing.

## 10. MULTIPLE ACCOUNTS

- (1) You may open multiple accounts denominated in different currencies by using different email address details. The operation of multiple accounts may mean that you incur additional costs.
- (2) You may open opposite positions in the same currency cross (for example) on the same account. Such positions will not cancel (close) each other out. You are specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such roll-over.
- (3) Keeping opposite positions open on different accounts will result in both positions being continuously rolled over (and thereby continuously being charged the applicable Overnight Funding Fee) until manually closed.
- (4) If you have opened more than one account, Margin or Collateral deposited on one account will not automatically serve as Margin coverage on the other Account(s). You may therefore receive Margin Calls and Closed Outs on one Account despite having additional collateral available on other Accounts. It is your sole responsibility to manage your available Margin or Collateral to satisfy your margin obligations.
- (5) However, if you have deposited money or Collateral on one Account, Mitrade may (but without creating an obligation to do so), transfer money or Collateral from one Account to another, even if such transfer will necessitate the closing of margin trades on the Account from which the transfer takes place.
- (6) Where you have opened more than one Account with us, we will treat your Accounts as entirely separate except as otherwise expressly provided in these Terms. Any amount standing to your credit on one Account does not, except where we exercise our rights under this Client Agreement, discharge any of your liabilities in respect of another Account.
- (7) Where you request in writing, we may, in our absolute discretion, agree to treat your Accounts as one Account. In this case, all references to your Account in this Client Agreement are taken to be your aggregated Accounts. Such a request, if agreed by us, takes effect on the date we notify you, which is to be no later than 7 days from the date of our receipt of your request.

## 11. RISK DISCLOSURES

- (1) You represent and warrant to Mitrade that:
- (a) you have received, read, understood and accepted the risk disclosures provided herein in relation to the Financial Products to be traded and contained herein;
  - (b) you acknowledge, recognise and understand that trading and investment in our Financial Products is speculative, may involve an extreme degree of risk and significant loss, and is appropriate only for persons who can assume risk of loss in excess of their margin deposit;
  - (c) you have taken such independent professional advice as you consider necessary prior to executing this Client Agreement;
  - (d) you are willing and able, financially and otherwise, to assume the risk of trading in high risk investments; and
  - (e) you acknowledge that neither Mitrade nor any associated entity guarantees the performance of any given Financial Product or Account nor that any Financial Product or Account will achieve a particular rate of return.

## 12. CLIENT ACKNOWLEDGEMENTS

- (1) You acknowledge to Mitrade that:
- (a) You are a wholesale client as defined under sections 761G and/or 761GA of the Corporations Act 2001 (Cth);
  - (b) The information relied upon by Mitrade in making the wholesale client assessment that you have provided is complete and accurate and will remain so for the duration of this Agreement;
  - (c) You understand that you have an obligation to inform Mitrade as soon as practicable if any of the information or factors relied upon by Mitrade in making the wholesale client assessment changes;
  - (d) Mitrade utilises the execution and settlement services of an appropriately licensed third party in order to hedge against its exposure to your positions;
  - (e) Open contracts shall remain open indefinitely until such date as they are closed;
  - (f) Mitrade shall be entitled to take any action it considers necessary in its absolute discretion to ensure compliance with the Operating Rules and all other applicable laws and regulatory decisions;
  - (g) Mitrade will act as principal in respect of the Financial Products traded by Mitrade regardless of whether Mitrade is acting on Client instructions or not;
  - (h) you have been made specifically aware that Mitrade acts as a market maker involved in both the dealing in and the pricing of its own Financial Products, which may result in actual or potential conflicts of interest;
  - (i) subject to applicable legal/regulatory requirements and the Staff Personal Trading Policy, you agree and acknowledge that Mitrade's directors, employees and associates may and can deal on their own account;
  - (j) you have no rights, whether by way of subrogation or otherwise, against any agent, representative, partner, associate, officer, etc of Mitrade;
  - (k) in the course of hedging against client transactions, any benefit or right obtained by Mitrade against its hedge counterparty is personal to Mitrade and such benefit or right shall not pass to you;
  - (l) a notice issued by an authorised officer or agent of Mitrade stating the amount of money due and payable by you shall be taken as final evidence thereof in the absence of manifest error;

- (m) all calculations made by Mitrade under this Client Agreement will be binding on you in the absence of manifest error; and
- (n) Mitrade may in its absolute discretion increase its Margin Requirements, re-price positions, alter its spreads, close any or all of your open margin trades and/or suspend or modify the application of all or any of the terms, including but not limited to, altering the last time for trading a particular margin trade.

## 13. MITRADE REPRESENTATIONS, PRODUCTS & SERVICES

- (1) Mitrade seeks to act honestly and exercise due care and diligence.
- (2) Mitrade undertakes that it will not misuse Client information.
- (3) Mitrade will use reasonable endeavours to execute or arrange the execution of your instructions.
- (4) Mitrade will arrange execution and clearing for transactions in Financial Products defined herein, and other authorised services as agreed with you from time to time.
- (5) Unless otherwise expressly agreed, Mitrade will provide services on an execution only basis in accordance with your instructions and will not provide advice to you regarding the merits of a transaction. Mitrade is not authorised to provide managed discretionary account services. You are hereby prohibited from treating any remark made by a Mitrade representative regarding the market, transaction or forecast as personal advice.
- (6) Any transaction or market information or research provided by Mitrade to you is provided as general information only, and does not constitute and cannot be relied upon as a recommendation to trade. Mitrade makes no representation, warranty or guarantee, and accepts no liability for, the accuracy or completeness of any such information, and you rely on such at your sole risk.
- (7) We reserve the right to require you to close out open positions in a timely manner in the event that the product is removed from the Mitrade Platform. Where positions remain open for more than 7 days following our requirement for you to close them out, we reserve the right to close such positions on your behalf at the last available price.

## 14. ONLINE TRADING FACILITY

- (1) You acknowledge that you have read, understood and agreed to the terms and conditions associated with dealing via our on-line trading facility as set out in this Client Agreement.
- (2) Mitrade may amend any of the terms of this Client Agreement or instigate any policies related to the online trading facility at any time and by continuing to deal with Mitrade or to access or use the on-line trading facility, you agree to any amendments.
- (3) Mitrade agrees to grant you access to one or more electronic terminals, including terminal access through your Internet browser, for the electronic transmission of orders to your Account with Mitrade.
- (4) Mitrade shall permit you electronically to monitor the activity and positions in your Account by providing an online trading facility. The online trading facility may be a proprietary service offered by Mitrade or a third-party system.
- (5) You acknowledge that you have a personal, non-exclusive and non-transferable licence to use the online trading facility software solely for your internal business or investment purposes.

- (6) You agree that you shall not distribute the platform to any third party.
- (7) The online trading facility provided by Mitrade may be used to transmit, receive and confirm the execution of orders, subject to market conditions and applicable Operating Rules and regulations. Regardless of any on-line Confirmation received upon placement of an instruction via the on-line trading facility, such transaction is not confirmed by Mitrade until Mitrade provides the Confirmation.
- (8) Mitrade consents to your access and use of the online trading facility in reliance upon you having adopted procedures to prevent unauthorised access to and use of the online trading facility, in any event, you agree to any financial liability for all trades executed through the online trading facility.
- (9) You may send and receive email messages and otherwise use the online trading facility as permitted in accordance with this Client Agreement, our policies and any applicable laws.
- (10) Mitrade makes no express or implied representations or warranties to you regarding the operation or usability of the online trading facility.
- (11) Mitrade makes no representations or warranties regarding any services provided by any third party.
- (12) The online trading facility may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available etc. Mitrade shall not be liable to you for any loss, expense, cost or liability suffered or incurred by you due to you using a version different from the standard version with all available updates installed.
- (13) Mitrade, its directors, officers, employees, agents, contractors, affiliates, third party vendors, information providers and other suppliers do not warrant that access to or use of the on-line trading facility will be uninterrupted or error-free, or that the service will meet any particular criteria with respect to its performance or quality. Mitrade expressly disclaims all implied warranties, including without limitation warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, timeliness, sequence, completeness, reliability or content.
- (14) Under no circumstances, including negligence, will Mitrade, its employees and/or service providers be liable for any direct, indirect, incidental, special or consequential damages including, without limitation, business interruption or loss of profits, that may result from the use of or inability to use the on-line trading facility. Where liability cannot be excluded, Mitrade's liability shall be limited to an amount equal to the amount of fees paid to Mitrade by you for use of the on-line trading facility.
- (15) You agree not to hold Mitrade and any of its service providers liable for any form of damage whether direct or indirect arising as a result of the unavailability of the on-line trading facility.
- (16) You agree that the use of the on-line trading facility is at your risk and you assume full responsibility for any losses resulting from the use of or materials obtained via the on-line trading facility. Mitrade does not make any representations nor endorsements regarding these materials.
- (17) Mitrade and its service providers will not accept any form of liability including any loss or damage to you or to any other person for:
  - (a) any inaccuracies, errors or delays or omissions of any data, information or message or transmission or delivery of any such data, information or message;
  - (b) non-performance; or
  - (c) interruptions in data, information or message transmission, due to any negligent act or omission, including any "force majeure" event or any other cause, whether or not within Mitrade's control.
- (18) You are responsible for providing and maintaining the communications equipment and telephone or alternative services required for accessing and using the on-line trading facility, and for all communications service fees and charges incurred by you in accessing the on-line trading facility.
- (19) Mitrade may at any time at its sole discretion terminate or restrict any Client's access to the on-line trading facility at any time. Should Mitrade terminate this Client Agreement or access to the trading platform you will be liable for all fees charges and obligations incurred under this Client Agreement prior to termination.
- (20) You acknowledge that from time to time, and for any reason, the on-line trading facility may not be operational or otherwise available for your use due to servicing, hardware malfunction, software defect, service or transmission interruption or other cause. You agree that Mitrade and its service providers are not liable for any damage arising directly or indirectly from any interruption or non-operation of the on-line trading facility.

- (21) Your failure to observe any of these undertakings or representations may result in civil or criminal liability, as well as termination of this Client Agreement or termination of the use of the on-line trading facility.
- (22) You acknowledge that it is your responsibility to have alternative arrangements in place at all times, for the transmission and execution of orders, if for any reason, circumstances prevent the transmission and execution of all, or any portion of, your orders through the on-line trading facility. In the event of the on-line trading facility not being operational, you agree to contact Mitrade to make alternative order entry arrangements. Such arrangements may be through email, or as otherwise agreed.
- (23) You may not under any circumstance use the on-line trading facility to do any of the following:
- (a) publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful or offensive material or information;
  - (b) intercept or attempt to intercept any Confirmations or email correspondence;
  - (c) use the on-line trading facility in any manner that may adversely affect its availability or its resources to other users;
  - (d) send correspondence electronically or otherwise to other users for any purpose other than personal communication; or
  - (e) act, or fail to act in a manner which may result in the violation of any laws or regulations.
- (24) You acknowledge that you meet all of the following for purposes of market data in respect of share CFDs.
- (a) you are not a financial institution or registered with a securities agency, regulatory or self-regulatory body;
  - (b) you are not engaged in a financial services business or employed as a financial adviser for the purposes of your agreement and trading activities with Mitrade;
  - (c) you are not accessing or using the market data or similar information for a commercial purpose or as a principal, officer, partner, employee or agent of any business or in connection with professional management of third-party assets but solely in an individual and personal capacity of your own personal investment activities;
  - (d) you are not engaged in the business of accessing or aggregating the market data or similar information or redistribute or furnishing that information to any third parties.

## 15. AUTHORISATIONS AND ORDERS

- (1) Orders
- (a) You may communicate your instructions to Mitrade via the on-line trading facility or by email. Faxed or email orders will not be accepted unless expressly agreed upon, pursuant to a prior written arrangement between Mitrade and you.
  - (b) Mitrade reserves the right, at its sole discretion and without explanation, to refuse to deal on behalf of you in relation to any over-the-counter Financial Products or to limit the number or size of open positions held on behalf of you or both. Mitrade will inform you of any refusal before or as soon as practicable after such refusal.
  - (c) In consideration of Mitrade agreeing to accept instructions from the trading facility, email (or other written) instructions from you, Client acknowledges that Mitrade has sole discretion whether to accept or reject orders without explanation.
  - (d) We may, in our sole discretion, allow you to specify a Closing Price for a position through a Stop Loss and Take Profit order, subject to any terms and conditions we may implement from time to time.
  - (e) Upon your offer and our acceptance of your Order, you hereby authorize us to close the position at the Stop Loss price or Take Profit price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the position when the price quoted by us on the Mitrade Platform equals or exceeds the price accepted by us for such an Order.



- (f) We may, in our sole direction, allow you to request the opening or closing a position, including a Stop Loss and Take Profit Order, within a specific time period determined by you. If we have accepted such a request, we may in our sole discretion, close the position within such specific time period. You acknowledge and agree that we shall not be obliged to close such position outside such specific time period or which does not other comply with any other limitations agreed upon with respect to such position.
- (g) We may, in our sole discretion, accept an offer to place a trailing stop in relation to a Stop Loss. You acknowledge that the original price level set forth in a Stop Loss may be amended as the market on the Mitrade Platform moves in your favour. Whilst your trailing Stop Loss is still in effect, you agree that each change in the market by at least one pip in your favour shall constitute a new offer by you to raise the level of your trailing Stop Loss by one pip. Changes in a Pip will be rounded to the nearest absolute value in your base currency.
- (h) You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the position at the next best price. For example, with respect to a Stop Loss, in the case of a long position, the price may suddenly decrease below the Stop Loss price, without ever reaching the specified price. In the case of a short position, the price may suddenly increase above the Stop Loss price, without ever reaching the specified price.
- (i) With respect to a Take Profit, where the price for the Underlying Instrument moves to your advantage (for example, assuming you have a long position, if the price goes down as you buy or the price goes up as you sell), you agree that we can (but we are under no obligation to) pass such price improvement on to you. For example, in the case of a long position, the price of the Underlying Instrument may suddenly increase above the Take Profit price, without ever reaching the specified price. In the case of a short position, the price of the Underlying Instrument may suddenly decrease below the Take Profit price, without ever reaching the specified price.
- (j) Where errors have occurred in price quotes provided by, or the pricing of transactions quoted by Mitrade to you, Mitrade reserves the right to not be bound by such a quote or transaction where Mitrade is able to substantiate to you that there was a material error at the time of the quote or transaction. Where this occurs in relation to the initial purchase of a Financial Product, Mitrade will not issue (or if already issued will cancel) the contract and refund your money accordingly. Where this occurs in relation to a price quote for an existing position, Mitrade will re-issue the price quote accordingly.
- (k) Mitrade will not be liable to you or any other party should it act on instructions that are unauthorised, forged or fraudulently given. All instructions shall be deemed to have come from you.
- (l) You shall be responsible for all orders, and for the accuracy of information, sent via the internet using your name, password or any other personal identification means implemented to identify you.
- (m) You are obliged to keep all passwords secret and ensure that third parties do not obtain access to your trading facilities.
- (n) Mere transmission of an instruction by you shall not constitute a binding contract with Mitrade until your offer is accepted by Mitrade via the Confirmation (for the avoidance of doubt, a binding contract may still exist notwithstanding the failure to receive a Confirmation).
- (o) You will execute or otherwise authorise Mitrade to execute all such agreements as required to enable the provision of the services contemplated in this Client Agreement.
- (p) You shall promptly provide any instructions to Mitrade, which Mitrade may require. If you do not provide such instructions promptly Mitrade may, in its absolute discretion, take such steps at your cost, including but not limited to the closing out of any open positions, as Mitrade considers necessary or desirable for its own protection or the protection of you. This provision also applies in situations when Mitrade is unable to contact you.
- (q) In general, Mitrade shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act within a time frame reasonable seen in the context of the nature of the instruction. However, if after instructions are received, Mitrade believes that it is not reasonably practicable to act upon such instructions within a reasonable time, Mitrade may defer acting upon those instructions until it is, in Mitrade's reasonable opinion, practicable to do so or notify you that Mitrade is refusing to act upon such instructions.

- (2) Authorisations
- (a) If and only if you are a legal entity other than a natural person, you may authorise an employee, contractor, officer or other representative (Authorised Person) to give instructions (via the agreed methods) on your behalf and Mitrade is entitled to act upon instructions which are or appear to be from you or any Authorised Person. It is your responsibility to notify Mitrade in writing immediately if there is any change to the Authorised Person list provided pursuant to this Client Agreement.
  - (b) Persons may only be appointed as Authorised Persons where they are an employee, contractor or officer of a corporate Client.
  - (c) Mitrade will accept instructions from an Authorised Person but is under no obligation to enquire as to the identity of any person providing the instruction. Mitrade may act on instructions received from any person who appears to Mitrade to be an Authorised Person whether or not such person is listed as an Authorised Person. Mitrade will not be liable for any properly performed action or omission in reliance on that instruction.
  - (d) Authorisation to third parties by natural person accounts is prohibited. Mitrade does not advise on, deal in or provide managed discretionary account services.
- (3) Authorisations and instructions provided via the on-line trading facility.
- (a) Mitrade will not be deemed to have received any order or communication until Mitrade has actual knowledge of any such order or communication. The terms of any order or communication electronically transmitted to you may be subject to change or correction. Any instruction sent electronically shall only be deemed to have been received and shall only then constitute a valid instruction when such instruction has been recorded as executed by Mitrade.
  - (b) You acknowledge and warrant that you have received a password granting you access to the on-line trading facility, you are the sole owner of the password provided and you accept full responsibility for any transaction that may occur on an account opened, held or accessed through the use of the password provided to you by Mitrade, even if such use may be unauthorised or wrongful. You agree to accept full responsibility for the use of the on-line trading facility, for any orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using your name, password or any other personal identification means implemented to identify you.
  - (c) You warrant and agree that any person who is in possession of any password is authorised by you, and you acknowledge that you will be responsible for any actions on your account associated with the use of your password.
  - (d) You agree to notify Mitrade immediately should you become aware of any unauthorised use, loss or theft of your username, password or account numbers; or inaccurate information with respect to the content of statements including, cash balances, open positions or transaction history.

## 16. ENTERING INTO A TRANSACTION

- (1) You may request on any given Business Day, via the trading platform, email or otherwise, for Mitrade to quote a price at which Mitrade may be prepared to enter into a Financial Product. You acknowledge that a price quotation pursuant to this request does not constitute an offer to transact.
- (2) Upon receiving the quote from Mitrade, you may via the trading platform, email or otherwise, place an order, thereby offering Mitrade to enter into a Financial Product transaction with you at the price quoted by Mitrade.
- (3) Mitrade is in no way obliged to accept your offer to enter into a Financial Product transaction and, without limitation, has absolute discretion not to accept your offer to enter into a Financial Product transaction, if you have exceeded or would exceed a predetermined limit imposed on you under this Client Agreement; or until Mitrade has received from you the Initial Margin where required, in the form of cleared funds. Mitrade will promptly advise you, should Mitrade decide not to accept your offer to enter into a Financial Product transaction.
- (4) If not already received from you, the Initial Margin will be payable to Mitrade upon acceptance by Mitrade of your offer to enter into the Financial Product transaction.

- (5) Should Mitrade accept your offer to enter into a Financial Product transaction, Mitrade will issue to you an email Confirmation 1 to 2 business days after the Financial Product transaction has been entered into. Regardless of the fact that the on-line trading facility might confirm that a contract is executed immediately when you transmit instructions via the on-line trading facility, the email Confirmation forwarded by Mitrade constitutes Mitrade's official Confirmation of a contract. Failure by Mitrade to issue a Confirmation will not prejudice or affect the relevant Financial Product transaction. Mitrade will not bear any liability whatsoever resulting from the failure to issue a Confirmation.
- (6) For the avoidance of doubt, a Confirmation is provided on a transaction by transaction basis 1 to 2 days after the transaction in the form of an email from Mitrade. The Confirmation will contain the identification details of the product issuer, your account details, date of the transaction, description of the transaction, amount payable and any taxes or stamp duty applicable to the transaction.
- (7) You agree to examine the terms of each Confirmation immediately upon receipt and you agree that the contents of the Confirmation, in the absence of manifest error, will be conclusive evidence of the executed deal, unless within 48 hours of issue of a Confirmation you notify Mitrade of any disputed detail in the Confirmation received by you. Upon receipt of written notice within the 48 hour period of the disputed detail, Mitrade will investigate the dispute and with your co-operation, will endeavour to resolve the dispute. Notwithstanding any such dispute, you will continue to satisfy any obligation including but not limited to the obligation to pay Margin Calls made by Mitrade in respect of the transaction as if the Confirmation was correct and its details were not the subject of dispute.
- (8) In its absolute discretion, Mitrade reserves the right to limit the value of Financial Product transactions you may enter into under this Client Agreement. Should you wish to enter into any further Financial Product transactions, you must seek and obtain approval from Mitrade, which Mitrade may grant or refuse in its absolute discretion.
- (9) Orders may be placed as market orders to buy or sell an instrument as soon as possible at the price obtainable in the market, or limit and stop orders to trade when the price reaches a predefined level, as applicable to the various instruments offered. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled at the price obtainable in the market and when Mitrade is able to fully hedge the transaction with its hedge counterparties on a back to back basis. Limit and stop orders are thus not guaranteed executable at the specified level or amount, unless explicitly stated otherwise by Mitrade.
- (10) If you provide Mitrade with standing instructions to enter into a Financial Product transaction when a particular price level is reached in the market of the Underlying Instrument, you acknowledge that the price at which the Financial Product transaction is entered into may not be the same as the price requested by you as Mitrade may elect not to enter into the Financial Product transaction until it has satisfied itself that it can hedge its exposure to you on a back to back basis.

## 17. EXECUTION OF ORDERS

- (1) Mitrade undertakes and you acknowledge that in respect of dealings in the Financial Products, and in compliance with the applicable Corporations Act and exchange Operating Rules requirements, Mitrade shall execute all dealings in the sequence in which they are received and recorded, unless in Mitrade's discretion it would be fair and equitable to allocate such contracts on a different basis.
- (2) Upon your request Mitrade shall provide you with contract notes and monthly statements.
- (3) It is the responsibility of you on receipt to carefully check all Confirmations and statement documentation (whether received/accessed electronically or otherwise) and to bring any errors or omissions to the attention of Mitrade in writing within 48 hours. In the absence of such written objection, the contract notes and monthly statements shall be deemed correct in all respects.

- (4) Mitrade may, in its absolute and sole discretion, execute a Stop Loss order in relation to any contract where there are reasonable grounds to believe that subsequent price movements may be adverse to you. However, Mitrade has no obligation to do so, and a failure to do so does not constitute a waiver of this right. Mitrade shall not be liable to you for any failure to exercise this discretion. A stop loss order is triggered when you have a short position and the contract is traded at or above the stop loss price; or when you have a long position and the contract is traded at or below the stop loss price. Once a stop loss order is triggered or executed, it becomes a market order and Mitrade shall use its reasonable endeavours to execute the market order. The acceptance of a stop loss order is not a guarantee or representation by Mitrade that the stop loss order can be executed at the stop loss price.
- (5) Mitrade may at its discretion, aggregate your orders with its own orders or orders of associates and/or persons connected with Mitrade including employees and other clients. In addition, Mitrade may split your orders. Orders will generally be aggregated or split where Mitrade reasonably believes it to be in the overall best interests of Clients, but you acknowledge that on some occasions the consequence of the aggregation or splitting may result in a less favourable price than your order having been executed separately.
- (6) Financial product trades executed through Mitrade may be hedged with Mitrade's service provider in accordance with our risk management framework.

## 18. PAYMENTS AND MARGINS

- (1) You agree and acknowledge the following.
  - (a) Mitrade may advise you of the need to provide an Initial or Maintenance Margin by way of the payment of money, or (if Mitrade so agrees) the lodgement of Collateral, in such amount as determined by Mitrade in its sole discretion, feels is necessary to protect itself from the personal obligation incurred by dealing in the Financial Products. Prior to entering into a Financial Product transaction, you must deposit cleared funds. The amount required by Mitrade and the time at which it is required will be at the absolute discretion of Mitrade. Mitrade is not obliged to permit any offset of any moneys or Collateral so required by Mitrade.
  - (b) Where you enter a transaction you will be required to pay an Initial Margin (an initial deposit/up-front payment). An Initial Margin means an amount of collateral that is required from you as security to enter into a Margin position. We will require an Initial Margin calculated as a percentage of the Contract Value. The Initial Margin will vary depending on various factors such as but not limited to, the type of product you trade, market volatility and the liquidity of the Underlying Instrument on which the product is based and is determined at Mitrade's discretion. In some circumstances, you may be able to select the amount of Initial Margin percentage you would like to have for that specific product.
  - (c) Mitrade reserves the right to change the Initial Margin Percentage in its sole and absolute discretion from time to time. This may (but is not necessarily) due to changes in the volatility of the market or the perceived risk of the specific Margin FX Contract or CFD. It is therefore vital that you frequently monitor the website and the trading platform for any such changes. Where a change in Initial Margin occurs, an email and/or push notifications may be issued (where your Equity is above 100% of Total Initial Margin), informing you of the new rates which will apply to both existing and new Positions. Such changes to Initial Margin may trigger a Margin Call if you have not met the new margin requirement, and in this case, a separate Margin Call email may be sent to you. You will be prevented from opening any further exposures on your Account and Mitrade will have the discretion to close out your open Position unless and until the new Initial Margin amount is paid to Mitrade in cleared funds for all your open Positions. This figure is calculated as the new Initial Margin percentage multiplied by the Contract Value as at the date of the Margin Call. In all respects, time shall be of the essence for all payment obligations of you. In order to maintain your open positions, you are required to keep sufficient Equity on your Trading Account to meet the Maintenance Margin. This is a requirement to maintain Equity equal to or above 50% (or as amended on the website from time to time) of the Total Initial Margin required on the entire Account. If Equity falls below the Maintenance Margin level, Mitrade shall be entitled to close out your positions in its sole and absolute discretion, regardless of whether you received any prior Margin Calls.

- (d) Mitrade reserves the right to change the Maintenance Margin level in its sole and absolute discretion from time to time. This may (but is not necessarily) be due to changes in the volatility of the market. It is therefore vital that you frequently monitor the website for any such changes. Where a change in Maintenance Margin occurs, an email notification may be issued to you (even where your Equity is or above 50% of Total Initial Margin), informing you of the new Maintenance Margin level. Such changes to the Maintenance Margin level may trigger a Margin Call if you have not met the new margin requirement, and in this case, a separate Margin Call email may be sent to you. You will be prevented from opening any further exposures on your Account and Mitrade will have the discretion to close out your open positions unless and until the new Maintenance Margin amount is paid to Mitrade in cleared funds for all your open positions. This figure is calculated as the new Maintenance Margin Percentage multiplied by the Total Initial Margins paid into the Account.
- (e) Margin Calls will be made on a net Trading Account basis i.e. should you have several open positions, then Margin Requirements are calculated across the group of open transactions. A first Margin Call will be triggered once Equity falls below 100% of the Total Initial Margin paid in the Account. Should Mitrade decide to issue a Margin Call in this instance, your Account will be prevented from opening any further exposures. Mitrade shall be entitled to close out your positions without further notice unless and until you increase Equity in the Account back above 100% of the Total Initial Margins paid. Deposits must be received as cleared funds.
- (f) A second Margin Call will be triggered once Equity falls below 75% of the Total Initial Margin paid in the Account. A third Margin call will be triggered once Equity falls below 50% of the Total Initial Margin (i.e. the total Maintenance Margin) on your Account. Should Mitrade issue a third Margin Call in this instance, you will be notified of Mitrade's rights to close out your positions due to your breach of Maintenance Margin has been enlivened and that your positions are at imminent risk of close out.
- (g) Mitrade has no obligation to issue any Margin Call. It is your sole responsibility to frequently check your Margin Requirements in your Account. You acknowledge that Mitrade may close out your positions without further notice once your Equity falls below the Maintenance Margin level regardless whether you have received a Margin Call or not. It is your responsibility to ensure you have sufficient Maintenance Margin and Initial Margin prior to opening any new exposures, regardless whether you have received a Margin Call or not. Given the dynamic nature of financial markets you may in practice wish to deposit a slight buffer in addition to making up the shortfall, in case your positions move against you and increases your margins further.
- (h) Any exercise by Mitrade of any power or right under this clause, including, without limitation, the calling of Margin, shall be binding on you.
- (i) Where you trade via the trading platform, we will notify you of Margin Call via 'pop-up' screens on the trading platform (despite that we are under no obligation to do so), and you are required to log-in to the system when you have open positions to ensure you receive notification of any such Margin Calls. It is your sole responsibility to monitor and manage your open positions and exposures and ensure Margin Calls are met as required.
- (j) Where you have not checked the trading platform for Margin Call notifications, all margined positions may be closed out by Mitrade, without further reference to you.
- (k) This process may be performed by our internal automated Close-Out Monitor ('COM') system or our dealing desk may, at our discretion, Close Out some or all open positions until the Maintenance Margins paid on your Account are fully covered by Equity. When closing positions, our automated COM system or our dealing desk operates on a best endeavours basis and closes the positions with the largest running losses, or applies the First In First Out ('FIFO') policy for the positions with the same running losses. Exceptions may apply dependant on market conditions and other factors including (but not limited to) on Accounts with multiple positions that are held with or without stop orders. It is important to note that any open positions are deemed to be at risk of being Closed-Out as soon as your Account falls below the Maintenance Margin.
- (l) You are responsible to pay any deficit owing to Mitrade after closure of positions, and if you default or refuse such payment, Mitrade may apply the proceeds of any assets held by Mitrade against that deficit.
- (m) A Margin Call will not be considered to have been met UNLESS AND UNTIL cleared funds have been received by Mitrade in the nominated account.
- (n) Should you fail to meet a Margin Call, Mitrade may without prejudice to any other rights or powers under this Client Agreement, and in its absolute discretion, close out, without notice, any or all of your over-the-counter Financial Product contracts and refuse any request by you to enter into any further contracts.

- (o) No credit shall be extended directly or indirectly to you by Mitrade, unless otherwise agreed in writing.
- (p) Subject to you meeting all Margin obligations, Mitrade may permit you to withdraw from its account any excess Equity.
- (q) Your obligations under this Client Agreement and under or in respect of any other Account between Mitrade and you may be applied against any amounts you hold in the Mitrade client trust account. Until all your obligations to us are satisfied, your funds in the client trust account will not constitute a debt due from Mitrade to you nor will you have any right to receive payment of these funds.
- (r) Where possible, we will ordinarily remit money in the same method and to the same source from which it was received. We reserve the right to decline or cancel a withdrawal request with a specific payment method and suggest another payment method for which you will need to proceed with a new withdrawal request and supply further supporting documentation, upon request, for our internal checks and proper processing of the withdrawal request.
- (s) Withdrawals from your Trading Account are carried out by us within a minimum of one (1) business day and up to three (3) business days upon receipt of the withdrawal request. Please note, however, that withdrawals may be subject to additional processing time depending on the procedures of the third-party payment providers, the banking institutions and the jurisdictions in question. Withdrawals may be subject to further delays if a security review is undertaken by third-party payment providers or by us. Upon you submitting the withdrawal request, the request is processed and the requested withdrawal amount will be deducted from your Trading Account balance. During such time and until the withdrawal request is in the status "Pending", the withdrawal request can be cancelled by you and the requested withdrawal amount will be added back to your Trading Account balance. However, if the withdrawal request is in the status "Processing", the withdrawal request can only be cancelled by Mitrade and if such request has been processed we are unable to cancel the withdrawal.
- (t) Should your country of residence have or enact regulations or laws which restrict the use of currency or require you to report receipts and payments of that currency to a regulator or legal authority, you agree that you will fulfil any reporting obligations or obtain any required consents or approvals which may arise as a result of your use of the Trading Platform or associated transactions.

## 19. MAINTAINING AND CLOSING A TRANSACTION

- (1) Closing a CFD
  - (a) You agree and acknowledge that:
    - (i) At any time, you may give Mitrade via the trading platform, email or otherwise notice of your intention to close any CFD (whether in whole or part) by specifying the Underlying Instrument and the proportion of the CFD that you wish to close.
    - (ii) Upon receipt of a Closing Notice, Mitrade shall use reasonable endeavours to provide a quote for the Closing Price and notify you of that quote (by email or otherwise). It is your obligation to notify Mitrade as soon as possible (by email or otherwise) as to whether you are willing to offer to close at the Closing Price. Should Mitrade accept the Closing Price, the CFD, or relevant portion of the CFD, will be closed on the Closing Date.
    - (iii) If a company, whose security represents all or part of the subject matter of a CFD, becomes externally administered within the meaning of the Corporations Act, the CFD is taken to have been closed at the time that such administration commences. The Closing Price shall be determined by Mitrade who may have regard to any factors it considers appropriate including, for example, the last traded price of the Underlying Instrument.
    - (iv) Without limiting Mitrade's discretion, if any of the Underlying Instruments cease to be quoted on a Relevant Exchange, or are suspended from quotation, or subject to a trading halt for 5 or more consecutive Business Days (or such other time as Mitrade may reasonably determine), Mitrade may, in its absolute discretion, elect to terminate the relevant CFD by providing written notice to you.

- (v) It may not be possible to close out a CFD if there is a suspension or trading or a trading halt in respect of the Underlying Instrument. In such a circumstance, Mitrade may decide, in its absolute discretion, not to close a CFD and/or provide a re-pricing of the position.
- (vi) As at Business Close on the day that a CFD is closed out, Mitrade will calculate the remaining payment rights and obligations between you and Mitrade based on the difference between the Closing Value and the Contract Value at the time it was entered into and taking into account any Margin which has already been debited from or credited to your Account in respect of that CFD.
- (vii) All determinations and calculations made by Mitrade pursuant to this Client Agreement will be binding on you.

(2) Payments for Difference

- (a) You agree and acknowledge that:
  - (i) Following Business Close on each Business Day during the term of an open CFD, Mitrade will determine at Business Close the Contract Value of the CFD.
  - (ii) If the Contract Value determined is higher than the Contract Value determined in respect of the Business Close on the previous Business Day, then the Short Party must pay to the Long Party the difference.
  - (iii) If the Contract Value determined is lower than the Contract Value determined in respect of the Business Close on the previous Business Day, then the Long Party must pay to the Short Party the difference.
  - (iv) The Contract Value at Business Close on the Business Day on which the CFD is entered into is determined by Mitrade in its discretion.
  - (v) The Contract Value determined under clause 17.1(a) will ordinarily be the closing price of the Underlying Instrument quoted by the Relevant Exchange. Where Mitrade determines that the Contract Value of a CFD at Business Close cannot be determined on that basis for any reason, the Contract Value will be the value determined by Mitrade in its sole discretion.
  - (vi) Without limiting sub-clause(v), if at any time trading on a Relevant Exchange is suspended or halted in any Underlying Instrument, Mitrade will, in determining the Contract Value, at its discretion have regard to the last traded price before the time of suspension or halt.

(3) Settlement of Positions

- (a) You agree and acknowledge that:
  - (i) payments to be made to you with respect to any CFD will be made in accordance with this clause;
  - (ii) when a payment for difference is made, or a CFD is closed out in accordance with this Client Agreement Mitrade will credit to your Account any amount payable by Mitrade to you;
  - (iii) you must (subject to sub-clause (i)) pay to Mitrade any amount payable by you to Mitrade in such currency as Mitrade may require in cleared funds within 24 hours of being advised of the amount so payable;
  - (iv) if there is then sufficient Margin, any amount owing by you under this clause may be settled in whole or in part by debiting your Account;
  - (v) Mitrade reserves the right to offset any money owed to you under this Client Agreement or any other agreement against any money owed by you under this Client Agreement or any other agreement; and
  - (vi) if you have requested payment of any money owed to you under this clause, Mitrade will deduct any funds eligible for withdrawal from your Account and pay it to you by cheque or in such other manner as may be agreed between Mitrade and you. If you have not requested payment of any money so owed to you it will be retained in your Account.

(4) Interest adjustments

- (a) Interest payments owing in respect of borrowings by the Long Party under a CFD or in respect of borrowings by Mitrade from the Short Party under a CFD shall accrue and be payable on a daily basis at Mitrade's prevailing rates of interest (determined at Mitrade's sole discretion from time to time), and shall be settled by Mitrade by debiting or crediting your account with the daily interest rate differential between the amount of interest payable by you and the amount of interest payable by Mitrade to you. In the event that there is insufficient Margin in your account, you acknowledge that any amount due under this clause is a debt due and owing by you to Mitrade.

- (b) In debiting or crediting interest to your account, Mitrade may charge or pay you interest at a rate different to the interest rate which Mitrade is charged or paid on equivalent borrowings of foreign currency (or otherwise) by a bank or counterparty and may retain the difference.
- (c) The rates of interest applicable under this clause may be as agreed between you and Mitrade from time to time and, in the absence of such agreement, shall be a rate determined by Mitrade in its absolute discretion.

(5) Base Currency and Currency Conversion

- (a) You should be aware of the following when you open a position or deposit money into your account in a Currency other than your Base Currency.
- (b) It is your responsibility to make yourself aware of the Currency that is designated as your Base Currency. Details of your Base Currency are available on one of our Platform or by phoning one of our staff.
- (c) Some positions will result in profit/loss being accrued in a Currency other than your Base Currency. Our website specifies the Currencies in which various positions are denominated, or alternatively such information is available from one of our staff on request.
- (d) From time to time (for example in your Confirmation), we may provide information to you which presents your multicurrency balances in the equivalent value of your Base Currency, using the rates prevailing at the time the information is produced. However, you should note that the balances have not been physically converted and that the presentation of the information in your Base Currency is for information only.
- (e) Unless we have agreed with you otherwise, your account will, by default, be set to immediately convert non-Base Currency balances standing on your Account to your Base Currency. This means that following a non-Base Currency position being closed, rolled over or expiring, the profits or losses from that position will be automatically converted to your Base Currency and posted to your Account in that Base Currency. We will also by default automatically convert any non-Base Currency adjustments or charges (for example funding charges or dividend adjustments) to your Base Currency, before such adjustments or charges are booked on your Account and we will automatically convert any money received from you in a non-Base Currency into your Base Currency.

(6) Chargeback

- (a) If we receive a chargeback from your credit card issuer or with respect to any other payment method for any reason, you acknowledge that we have the right, to:
  - (i) immediately close any and all of your open positions whether a loss or a profit and liquidate your Account with or without any notice; and/or
  - (ii) immediately place restrictions on your Account with or without any notice, including but not limited to: the restriction on making deposits using any payment method to your Account, even in cases of Margin Call, restrictions on requesting withdrawals, restrictions on opening new positions with the duration of the restriction to be set at the Company's discretion; and/or
  - (iii) terminate the Client Agreement.
- (b) Mitrade cannot be held liable for any loss, cost, or charge incurred directly or indirectly from the exercise of our rights to place restrictions on your Account as provided in Clause 17(6)(a)(ii). You further agree that the exercise of our rights under this Client Agreement does not affect, diminish, influence or alter in any way our rights to make Margin Calls under this Client Agreement.



## 20. FEES AND EXPENSES

- (1) You agree to pay:
  - (a) all legal costs incurred by you associated with entering into this Client Agreement and all taxes and expenses incurred by you in connection with this Client Agreement;
  - (b) all stamp duty, duties and taxes (including GST) payable on or pursuant to this Client Agreement;
  - (c) all amounts payable as a result of making an adjustment in accordance with the terms of an over-the-counter Financial Product transaction; and
  - (d) all amounts incurred by Mitrade as a result of your default under the terms of this Client Agreement, including without limitation, all reasonable legal costs on a solicitor/client basis.
- (2) You authorise Mitrade to appropriate, transfer, credit, apply or pay monies that may be received by Mitrade or held by Mitrade on your behalf in payment of any amounts which may be outstanding by you to Mitrade or Mitrade's agent in a transaction effected on your behalf.
- (3) You confirm and acknowledge that Mitrade is permitted to deduct, without further reference to you, charges relating to any services provided by Mitrade including administration charges (including but not limited to fees associated with returned cheques or payment processing), from your account held with Mitrade during the full term of this Client Agreement whilst you utilise such services.
- (4) Subject to any amounts for which you are liable under this Client Agreement and the amount of the Maintenance Margin required, any money standing to the credit of your Trading Account will be remitted to you upon your request subject to our minimum withdrawal amount. Where you do not make such a request, Mitrade will be under no obligation to, but may, in our absolute discretion, remit such money to you. The manner in which we remit money to you will be in our absolute discretion. Mitrade may require payments to be made to an account in your name and from which you originally remitted funds to us and may request evidence from you that such an amount is in your name before effecting such payment. We may remit funds back to the payment method used for the deposit. You can make one (1) withdrawal from your Trading Account free of charge each calendar month. For each subsequent withdrawal you request, we reserve the right to charge you a fee per withdrawal. Please visit our website [www.mitrade.com](http://www.mitrade.com) for further details and applicable costs.
- (5) Payments by you to Mitrade in accordance with this Client Agreement must be made without any offset, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. Should you be required to make any form of deduction in respect of tax from any payment to be made or if Mitrade is required to pay any tax in respect of any payment made in relation to this Client Agreement at your request, you agree to keep Mitrade indemnified against that tax and agree to pay to Mitrade any additional amounts required to ensure Mitrade receives the full net amount that is equal to the amount Mitrade would have received had a deduction, withholding or payment of tax not been made.
- (6) You agree that Mitrade 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 you, unless such disclosure is required by law.
- (7) You agree that where amounts are payable by Mitrade to you, netting principles shall apply to enable Mitrade to pay the net amount only to you. Amounts may be converted into the same currency in accordance with this Client Agreement.
- (8) We reserve the right to seek reimbursement from you, if we receive a chargeback from any credit card issuer or with respect to any other payment method. We may obtain such reimbursement by charging your Trading Account, deducting amounts from your future payments owed to you or obtaining reimbursement from you by any other lawful means.

## 21. DEFAULT

- (1) You acknowledge and agree that where one of the following events occurs, Mitrade may take any such action provided in Clause 19(2) (a) below:
- (a) you fail to meet a call for Margin or make any other payment when due under this Client Agreement;
  - (b) you are not contactable by Mitrade (and have not made alternative arrangements) within the time specified by Mitrade in order for Mitrade to obtain instructions (where required);
  - (c) you die or become of unsound mind, or the partnership, trust or company is dissolved or ceases to exist for any reason;
  - (d) Mitrade suspects you are engaging in or will engage in or are involved in the commission of Unauthorised Activities;
  - (e) you suspend payment of your debts, make any composition with your creditors, have a receiver appointed over some or all of your assets, take or have any proceedings taken against you in bankruptcy or if you are not a natural person, take or allow any steps to be taken for your winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by Mitrade) or anything similar to any of these events happens to you anywhere in the world;
  - (f) you fail in any respect fully and promptly to comply with any obligations to Mitrade under this Client Agreement or otherwise or if any of the representations or information supplied by you are or become inaccurate or misleading in any material respect;
  - (g) any guarantee, indemnity or security for your obligations is withdrawn or becomes defective, insufficient or unenforceable in whole or in part;
  - (h) any security created by any mortgage or charge binding your assets becomes defective, insufficient or unenforceable in whole or in part;
  - (i) your status as a Wholesale Client changes or where we believe on reasonable grounds that you have provided false or misleading information to us regarding your status;
  - (j) this Client Agreement has been terminated;
  - (k) it becomes or may become unlawful for Mitrade to maintain or give effect to all or any of the obligations under this Client Agreement or otherwise to carry on its business or if Mitrade or you are requested not to perform or to close out a transaction (or any part thereof) by any governmental or regulatory authority whether or not that request is legally binding; or
  - (l) Mitrade considers it necessary to do so in its absolute discretion.
- (2) If you become aware of the occurrence of any event referred to in clause 19(1) above, you shall notify Mitrade immediately.
- (a) If any event referred to in Clause 19(1) above takes place, Mitrade shall at its absolute discretion be entitled, but not obliged, to, and at the expense of you:
    - (i) terminate the Agreement immediately;
    - (ii) close out any or all of your contracts;
    - (iii) cancel any outstanding orders in order to close your Account;
    - (iv) convert any amount owed by you to Mitrade into Australian currency at any time on or after payment is due (until payment is received in full);
    - (v) satisfy any obligation you may have to Mitrade out of any property, money or security belonging to you in Mitrade's custody or control, and enforce any such asset or security (at your expense) held by Mitrade in such manner as it deems appropriate, but to a maximum amount equal to all sums due or to become due to Mitrade from you;
    - (vi) charge you with all of the costs, expenses and losses incurred by Mitrade as a result of entering into, or closing out transactions pursuant to this Client Agreement; and
    - (vii) to take any such action a person would take in the circumstances to protect the legitimate interests of Mitrade and its other clients.

## 22. NEGATIVE BALANCE PROTECTION

- (1) Negative Balance Protection is an adjustment of your Account balance(s) to zero in case they become negative after a stop out. When trading Financial Products on margin, it is possible to reach an Account deficit state, i.e. a situation when the Account's balance is negative, for instance where a leveraged exposure loses more than the value of the Equity on the Account.
- (2) We may voluntarily provide the Negative Balance Protection to you from time to time at our absolute discretion. If we provide the Negative Balance Protection to you at any particular time, this doesn't create any entitlement for you to continually receive the protections and doesn't affect our right to treat you as a Wholesale Client.
- (3) Mitrade reserves the right to terminate your Account, reject your orders, refund your deposits or otherwise block you from entering further exposures after negative balance protection has been implemented. Should you still wish to trade with Mitrade, you must notify Mitrade.

## 23. INDEMNITY & GUARANTEE

- (1) You shall, where so required, provide to Mitrade a valid and binding guarantee and indemnity in favour of Mitrade as a precondition of entering into this Client Agreement.
- (2) In the absence of negligence, fraud, dishonesty or misconduct by Mitrade or any of its employees, agents and representatives and to the full extent of the law, you indemnify and keep indemnified Mitrade against all sums of money, any costs, expenses, claims, demands, actions, proceedings, suits, losses, damages, reasonable professional fees (including but not limited to forum, arbitration and mediation fees) and other amounts whatsoever arising out of any:
  - (a) default, whether by act or omission of you under this Client Agreement; or
  - (b) anything lawfully done by Mitrade in accordance with this Client Agreement; or
  - (c) anything lawfully done by Mitrade in compliance with any direction, request or requirement of any regulatory authority or in compliance with its licence conditions; or
  - (d) any delay, omission or error in the transmission or execution of any dealings caused by you; or
  - (e) any delay, omission or error in the transmission or execution of any dealings caused by a third party or otherwise outside of Mitrade's control including but not limited to bank delay, postal delay, emergency, war or act of god.
- (3) No warranty is provided by Mitrade in relation to information or advice sourced from third parties, and all information or advice provided by Mitrade to you is for the private use of you and is not to be communicated to any third party without the prior written consent of Mitrade.
- (4) Mitrade makes no representation or warranty as to the results of dealing in the Financial Products, and shall not be liable for any damage or loss suffered or incurred by you arising out of or in connection with any advice, forecast, or opinion to you in relation to price movements or positions or to the likely profitability of any transaction.
- (5) These indemnities shall survive any termination of the relationship created by this contract.

## 24. LIMITATION OF LIABILITY

- (1) You declare you have read, understood and accepted all of the terms and conditions outlined in this Client Agreement. You agree that when entering into a Financial Product transaction with Mitrade, you are relying on your own judgment and, to the extent permitted by law, in the absence of negligence, fraud or dishonesty by Mitrade or any of its employees, agents and representatives in relation to Mitrade's activities as the holder of an AFSL, Mitrade shall bear no responsibility or liability of any kind whatsoever with respect to any advice or recommendation given or views expressed to you, whether or not the advice, recommendation, or views expressed was as a result of a request by you, nor will Mitrade be liable in any respect of any losses incurred by you resulting from dealing in any product or products offered by Mitrade including CFDs.
- (2) Mitrade will bear no liability whatsoever in respect of any private dealings, contracts, transactions or relationships between you and any of Mitrade's employees, representatives or agents.
- (3) Mitrade will bear no liability whatsoever in respect of any loss, damage, liability or claim arising from the act or omission of any third party including but not limited to any platform provider, payment processor or trading agent.
- (4) There are risks associated with utilising an Internet-based deal execution trading system which include, but are not limited to, the failure of hardware, software, and Internet connection. Since Mitrade does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, Mitrade will not be responsible for communication failures, distortions or delays when trading via the Internet.
- (5) Mitrade shall bear no liability whatsoever in respect of any impact on you caused directly or indirectly by the issuance of any instructions by you to Mitrade.
- (6) Mitrade will not be liable for any losses or damages arising from or in connection with any CFD as the result of any moratorium, suspension or delisting of any Underlying Instrument or any other occurrence in relation to a Relevant Exchange.
- (7) All such available exemptions and limitations of liability shall apply in respect of Mitrade's employees, officers, agents and representatives.

## 25. DISPUTE RESOLUTION

- (1) If a dispute arises between Mitrade and you relating to any transaction (a "Disputed Transaction"), Mitrade may close out or take any other action it considers appropriate in relation to the Disputed Transaction without previously notifying and/or without having received instruction from you. Mitrade will try to notify you (verbally or in writing) what action it has taken, as soon afterwards as it practically can, but if it does not, the validity of its action shall not be affected. Note that as a wholesale client you may not be able to complain to an external dispute resolution body.
- (2) Mitrade maintains a documented internal dispute resolution policy that conforms with the essential elements of the Australian Standard ASO ISO 10002-2014 and the requirements of RG 165 and RG 271.

## 26. TERMINATION

- (1) This Client Agreement can be terminated at any time by either party giving 10 Business Days written notice to the other party.
- (2) Unless otherwise notified in writing by Mitrade, upon termination of this Client Agreement, Mitrade will immediately close out all of your over-the-counter Financial Product transactions.
  - (a) Should any event occur which has the effect of making or declaring it unlawful or impracticable for Mitrade to offer Financial Product transactions to you in accordance with the terms outlined in this Client Agreement, Mitrade may immediately terminate this Client Agreement by providing you with written notice.
  - (b) In the event of this Client Agreement being terminated, a Closing Notice must be provided by you in respect of all open positions. Such notice must be provided within 5 Business Days of the termination date or such other date as notified by Mitrade in its absolute discretion. Should you fail to unwind any open CFD position within the that period, Mitrade reserves the right to close out CFD positions as if a Default Event had occurred in accordance with this Client Agreement.
  - (c) Termination of the Agreement shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of this Client Agreement and will not relieve you of any obligations you may owe to Mitrade in accordance with this Client Agreement prior to its termination.
  - (d) Rights under this Client Agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of the Agreement. Failure to compel performance shall not be construed as a waiver.
  - (e) Mitrade reserves the absolute discretion to terminate this agreement with immediate effect, cancel past transactions, recover previous profits, cancel orders, or re-price or close out a position at any time for any value or terminate this Client Agreement if in the sole opinion of Mitrade, you are suspected of Unauthorised Activities, market manipulation, false trading, market rigging, fictitious transactions, sniping, scalping, wash trading, insider trading, short selling, breaching the financial services laws or breaching the AML/CTF laws.

## 27. GENERAL

- (1) Mitrade may amend this Client Agreement in response to a change in legislative or regulatory requirements (such as the imposition of a ban on certain short positions or new disclosure requirements) or a change in internal policy.
- (2) Mitrade will provide notice to you of any such amendment. You agree to be bound by the terms of such an amendment on the earlier of:
  - (a) Ten days after we have posted notice of the amendment on Mitrade's website; or
  - (b) Upon providing notice to you by email; or
  - (c) On the date you enter into any transactions after the amendment. Any other amendments must be agreed to in writing between you and us.

- (3) Mitrade has discretions under this Client Agreement which can affect your positions. You do not have any power to direct how we exercise our discretions. When exercising our discretions, you agree that as a holder of an Australian Financial Services Licence, we have no express or implied duty of good faith. We will have regard to our statutory obligations, policies and the management of all risks (including financial, anti-money laundering and counter terrorism financing, credit and legal risks) for ourselves and all of our clients, our obligations to our counterparties, market conditions and our reputation when exercising our discretions. We will try to act reasonably in exercising our discretions, but we are not obliged to act in your best interests or to avoid or minimise a loss in your Account. When exercising our discretions, in particular in relation to Unauthorised Activities, you agree and acknowledge that our exercise of such discretion is reasonably necessary in order to protect the legitimate interests of Mitrade, as a holder of an Australian Financial Services Licence.
- (4) Where a provision either implicitly or expressly requires Mitrade to have a suspicion, form an opinion or make a determination, as to the existence of certain facts or a certain state of affairs, Mitrade may form such suspicion, opinion or determination in its absolute discretion. You agree that such findings are final and cannot be subject to merits review in any forum. This does not limit Mitrade's right to change or amend their suspicion, opinion or determination from time to time.
- (5) Despite any provisions in this Client Agreement, in providing the services under this Client Agreement, we will be entitled to take any action as we consider necessary in our absolute discretion to ensure services provided under this Client Agreement are in compliance with all Applicable Laws. You agree strictly to comply with all Applicable Laws. If we consider you have not so complied, we may terminate this Client Agreement immediately without notice.
- (6) Mitrade has the right to limit the size of your open positions, whether on a net or gross basis under any appropriate circumstances as determined by Mitrade. Mitrade also has the right to refuse any request made by you to place an order to establish a position at any time at Mitrade's discretion without having to give you a notice.
- (7) In the event that any of the provisions contained in this Client Agreement are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.
- (8) In dealing in the Financial Products under this Client Agreement, when Mitrade needs to buy/sell foreign currency from time to time, the applicable exchange rate shall be any published foreign exchange rate selected by Mitrade in its sole discretion available on the date your money is exchanged.
- (9) The rights provided in this Client Agreement do not exclude other rights provided by law.
- (10) You may not assign or otherwise transfer your rights or obligations under this Client Agreement or any transaction, without the express written consent of Mitrade.
- (11) You agree that we may record all email or telephone conversations, internet conversations (chat), and meetings between you and us and provide such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court of law) to whom we, in our entire discretion, see it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between us and you. We may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without your consent.
- (12) You acknowledge and agree that Mitrade is permitted to carry out an electronic database search and search credit reference agencies in order to verify your identity and credit standing. If such searches are carried out, Mitrade may keep records of the contents and results of such searches in accordance with all current and applicable laws.
- (13) Mitrade reserves the right to collect such information as is necessary from you to meet its obligations under applicable Anti Money Laundering laws and regulations. Mitrade may pass on information collected from you and relating to transactions as required by applicable anti money laundering laws and regulations and is under no obligation to inform you it has done so. Mitrade may undertake all such anti money laundering checks in relation to you (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by Mitrade, and reserves the right to take any action with regard thereto with no liability whatsoever therefore.
- (14) Mitrade reserves the right to provide all such information regarding you in relation to its obligations to, or requests (whether legally binding or not) from a relevant regulatory body.
- (15) This Client Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Client Agreement. However, where possible or appropriate and for your convenience, we will endeavour to communicate with you in other languages in addition to English. The English version of this Client Agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions.

## 28. FORCE MAJEURE

- (1) We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"), in which case we will, in due course, take reasonable steps to inform you. A Force Majeure Event will include, but is not limited to, the following:
  - (a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Financial Products in respect of which we ordinarily deal in;
  - (b) the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
  - (c) the occurrence of an excessive movement in the level of any position and/or the Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;
  - (d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
  - (e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.
- (2) If we determine that a Force Majeure Event exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:
  - (a) increase your Margin Requirements;
  - (b) close all or any of your open positions at such Closing Price as we reasonably believe to be appropriate;
  - (c) suspend or modify the application of all or any of the terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Agreement;
  - (d) Cancel pending orders, void past transactions, re-price open positions or terminate this Client Agreement; or
  - (e) alter the Last Trading Time for a particular position.

## 29. PRIVACY

- (1) In order to provide you with these services, Mitrade needs to collect personal information about you and obtain your agreement in relation to the handling of such personal information. If you do not provide the requested information or agree to the information handling practices detailed in this Client Agreement, Mitrade may be unable to provide the services outlined in this Client Agreement to you.
- (2) You shall ensure that all information provided to Mitrade is accurate and up-to-date at all times. Any changes must be advised to Mitrade as soon as practicable.
- (3) Mitrade have systems and processes in place to address privacy requirements, and the Privacy Policy is at all times available for your reference on our website, should you require further information about how and why Mitrade collects, stores and handles information.
- (4) You authorise Mitrade to collect, use, store or otherwise process any personal information which enables Mitrade to provide and/or improve its services. This may, on occasion, require the disclosure of personal information to our related entities, agents and service providers, and to organisations located in countries which do not have comparable laws to protect your information. Mitrade will take reasonable steps to ensure that to the maximum extent reasonably possible, any information sent has the same level of privacy protection as we provide here in Australia.

## 30. NOTICES

- (1) All communications relating to this Client Agreement shall be in writing and delivered by hand or sent by post or telex, facsimile, or, electronic mail or trading facility to the party concerned at the relevant address.
- (2) Any such communication shall take effect if delivered, upon delivery; if posted, two business days after it is posted to the party's last known address; if sent by facsimile, or electronic mail or through the trading facility, at the time of transmission (and receipt of Confirmation); by telex, upon receipt of the answer back.
- (3) Where you are more than one person, any notice or other communication provided by Mitrade to one such person shall be deemed to have been provided to all such persons.

## 31. CONFIDENTIALITY

- (1) Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of these Terms) except:
  - (a) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
  - (b) if allowed or required by law, these Terms, our Privacy Policy or required by any regulator;
  - (c) in connection with any legal proceedings relating to these Terms; or
  - (d) to any person in connection with an exercise of rights or a dealing with rights or obligations under these Terms (including in connection with preparatory steps such as negotiating with any potential assignee or potential sub-participant or other person who is considering contracting with us in connection with these Terms).

## 32. TAXES

### Stamp duty

- (1) You must pay and account for any transfer or similar duties or taxes, and any loan security or other stamp duties chargeable in connection with any transaction to which you may be liable. You agree to indemnify us against any liability arising as a result of your failure to do so.

### GST

- (2) Considerations for any supply under the Agreement is exclusive of GST unless expressly stated to be inclusive of GST.
- (3) If GST is payable by us or any members in our group of companies on any supply under the Agreement, in addition to providing any considerations for that supply (which is exclusive of GST), you must:
  - (a) pay to us or the relevant member of our group of companies (as the case may be) an amount equal to the GST payable on the supply, without deduction or set-off of any other amount; and



- (b) make that payment as and when the consideration or part of it must be paid or provided, except that you need not pay unless you have received a tax invoice (or adjustment note) for that supply.

Words in this clause have the same meanings as given to them in a New Tax System (Good and Services Tax) Act 1999 (Cth).

#### Withholding

- (4) If you make any payment which is subject to any withholding or deduction, you must pay us the applicable additional amount to ensure that the amount actually received by us equals the full amount we would have received had no withholding or deduction been made.
- (5) If we make any payment which is subject to any withholding or deduction, we will pay you the net amount after making such withholding or deduction and will not pay you an additional amount.
- (6) You acknowledge that Mitrade does not provide tax advice. Mitrade encourages you to consult an independent tax advisor with any concerns or queries regarding the taxation implications of trading with Mitrade.

## 33. GOVERNING LAW

- (1) This Agreement and each position entered into with you is in all respects governed by and construed and interpreted in accordance with the law of the State of Victoria and the courts of Victoria will have non-exclusive jurisdiction to hear and determine any legal action or proceedings arising out of or in connection with this Agreement. You agree that all such legal actions and proceedings will be carried out in the English language.
- (2) If you are situated outside of Victoria, process by which any proceedings in Victoria are begun may be served on you in accordance with our local rules for service out of the Victorian jurisdiction. Nothing in this Term affects our right to serve process in another manner permitted by law.



**MITRADE GLOBAL PTY LTD**

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