



TERMS AND CONDITIONS

Pepperstone Group Limited

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Level 5, 530 Collins Street
Melbourne VIC 3000
AUSTRALIA

Local Call 1300 033 375
Phone +61 3 9020 0155
Fax +61 3 8679 4408

www.pepperstone.com
support@pepperstone.com



1. APPLICATION

Applying for an Account

- 1.1 You must complete an Application Form in order to apply for an Account. We will decide whether to accept your Application in our sole discretion.
- 1.2 Unless we agree otherwise, you agree to pay us in cleared funds and maintain those funds with us at all times. We will hold funds in accordance with clause 3.5.
- 1.3 If we accept your Application, we will:
 - (a) establish your Account;
 - (b) if you are required to pay an initial amount under clause 1.2:
 - (i) either deposit the cheque which accompanied your Application Form into our trust account or require you to transfer the amount to our trust account electronically; and
 - (ii) once the funds have been cleared, credit your Account with the initial amount.
- 1.4 Your Account will be active once the steps in clause 1.3 have been completed.
- 1.5 You may apply for more than one Account.

Term

- 1.6 The Agreements commence when we accept your Application and will remain in force unless terminated in accordance with these Terms.

Anti-Money Laundering Legislation

- 1.7 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.
- 1.8 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 obligation to inform you that we have done so. We may undertake any such anti-money laundering and other checks in relation to you (including restricted lists, blocked persons and countries lists) that we deem necessary or appropriate, and we reserve the right to take any associated action without any liability whatsoever to you.



- 1.9 You also warrant that:
- (a) you are not aware and have no reason to suspect that:
 - (i) the moneys used to fund your Account have been or will be derived from or 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; and
 - (b) neither you nor your directors, in the case of a company, are a politically exposed person as the term is used in the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1)*.

2. OUR SERVICE

Entry into Contracts

- 2.1 If we accept an Order we will enter into a Contract with you, provided that you comply with your obligations under the Agreements.
- 2.2 A notice given by us stating any amount or rate for the purpose of the Agreements and any Contract or Order is sufficient evidence of the amount or rate unless it is proved to be incorrect.
- 2.3 We enter into each Contract as a principal and not as agent on your behalf. You enter into each Contract as principal (unless we otherwise agree in writing). If you act as an agent on behalf of a principal we will not accept that principal as a 'client' (as defined in the Corporations Act), unless otherwise agreed in writing (whether or not you identify that principal to us).

Financial product advice

- 2.4 Any information or general financial product advice that we give you is generic in nature and does not take into account your financial situation, needs or personal objectives. In particular, we do not give you advice about whether you should open, hold or Close Out a Contract. You must consider the appropriateness of entering into a Contract having regard to your own financial situation, needs or personal objectives and obtain your own independent financial advice.

How we provide services

- 2.5 We quote the prices at which we are prepared to deal with you.



Our trading hours

- 2.6 The Pepperstone Platform opens on Sunday at 5.01pm New York (EST) time and closes at 4:55pm New York (EST) time Friday. This means that you are able to view live prices and place live orders during these hours. You may still access the Pepperstone Platform and view your Account, market information, research and our other services outside of our trading hours, but you will not receive live prices or be able to engage in trading. We provide services to you outside our trading hours at our sole discretion. Trading times of Underlying Instruments may vary within these times. Please check the Pepperstone website (www.pepperstone.com) for further information on trading sessions for each Underlying Instrument.
- 2.7 We are under no obligation to quote Underlying Instrument Prices or accept Orders on a public holiday in any jurisdiction which, in our reasonable opinion, affects the relevant Underlying Instrument. We give notice of public holidays and the Underlying Instruments affected on the Pepperstone Platform.

3. YOUR ACCOUNT

Nature of Account

- 3.1 Your Account is a record or a series of records maintained by us (or on our behalf) that shows, at any point in time, the payments you have made or are required to make to us and the payments we have made or are required to make to you, as well as the Contracts you have entered into with us.

Adjustments to amount on your Account

- 3.2 You authorise and direct us to:
- (a) debit to your Account any Free Balance you withdraw and any amounts payable by you under the Agreements;
 - (b) credit to your Account any amounts deposited by you and any amounts payable by us under the Agreements; and
 - (c) designate the amounts in your Account as either Free Balance or Actual Margin depending on the amounts you deposit with us, your Orders, Contracts and market movements in accordance with the Agreements.
- 3.3 We are not required to notify you before debiting, crediting or designating amounts on your Account.
- 3.4 You agree to deposit and maintain sufficient funds on your Account at all times to satisfy all amounts payable by you under the Agreements. It is your responsibility to ensure that the funds you transfer are cleared in sufficient time to meet all the payment obligations you have under the Agreements.



Use of funds deposited with us

- 3.5 We deposit any funds paid by you into our trust account, which is an account operated in accordance with the Corporations Act. You agree and acknowledge that:
- (a) your money is not kept separate from the money of other clients in our trust account;
 - (b) we will only withdraw your money from our trust account to:
 - (i) make a payment in accordance with your written directions;
 - (ii) transfer Margin to a Liquidity Provider;
 - (iii) withdraw fees charged as part of a deposit or withdrawal transaction;
 - (iv) pay money to us that we are entitled to as a result of you trading with us; and
 - (v) make a payment that is otherwise authorised by law or in compliance with the operating rules of a licensed market.
 - (c) we are entitled to invest the money in our trust account in accordance with the Corporations Act and Corporations Regulations including in:
 - (i) investments in any manner in which we are, for the time being, authorised to invest in;
 - (ii) investment on deposit with any eligible money market dealer;
 - (iii) investment on deposit at interest with any Australian ADI;
 - (iv) the acquisition of cash management trust interests;
 - (v) investment in a security issued or guaranteed by the Commonwealth or a state or territory; and/or
 - (vi) investment on deposit with a clearing and settlement facility;
 - (d) unless otherwise agreed in writing with you:
 - (i) 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;
 - (ii) upon realisation 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;



- (iii) in the event that the amount received upon realisation 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 Agreements; and
- (iv) we will not charge a fee for investing your money in accordance with the Corporations Act; and
- (e) we do not use your money from our trust account for the purpose of meeting obligations incurred when we hedge with counterparties, nor to meet any trading obligations of other clients. Any obligations that we incur in relation to these transactions are funded from our own money.

Withdrawals of Free Balance

- 3.6 If your Account shows that you have Free Balance, you may ask us to make payment to you in respect of your specified amount. Please note that we may at our discretion elect to withhold any payment requested by you (in whole or in part) if:
 - (a) an amount is required to be maintained with us at all times under clause 1.2; or
 - (b) we are entitled to withhold the amount under the Corporations Act.
- 3.7 We will notify you as soon as reasonably practicable if we decide to withhold any part of your Free Balance under clauses 3.6(a) or 3.6(b).

Accounts treated separately

- 3.8 Where you have opened more than one Account with us, we will treat your Accounts as entirely separate, except as otherwise expressly provided in the Agreements. Any amount standing to your credit on one Account does not, except where we exercise our rights under clause 13 and clause 21.3, discharge any of your liabilities in respect of another Account.
- 3.9 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 the Agreements 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.

4. ORDERS

Quotation of Underlying Instrument Prices

- 4.1 You may obtain a quote from us for a Contract.



4.2 You acknowledge that:

- (a) any quote provided by us in accordance with this clause is indicative only; and
- (b) no Contract is entered into until your Order is accepted by us in accordance with the Agreements.

Placing of Orders

4.3 You may, by placing an Order with us:

- (a) offer to enter into a new Contract with us; or
- (b) request us to Close-Out an open Contract.

4.4 You may provide us with oral or written Orders (which includes Orders provided via the Pepperstone Platform as described below). We may acknowledge instructions orally or in writing, as appropriate.

4.5 An Order may be:

- (a) a day Order, which means that the Order you place will be cancelled at 22.00 GMT; or
- (b) a "good 'til cancelled" Order, which means that the Order you place will remain capable of being accepted by us, until you cancel the Order or we accept it.

4.6 Before placing an Order you are responsible for ensuring that:

- (a) the Actual Margin is equal to or more than the Required Margin, as set out in clause 6 of these Terms; and
- (b) you can comply with the requirements of clause 3.4.

4.7 When placing an Order, you must set out details of:

- (a) whether you intend to be the Long Party or the Short Party under the Contract;
- (b) the Contract Quantity; and
- (c) the Underlying Instrument and other information applicable to the Order, as we may require from time to time.

Acceptance of Order

4.8 We may in our sole discretion accept an Order in whole or in part. An Order is accepted by us when we record the transaction concerning the Contract in our records.

4.9 An Order is binding on you when we accept the Order. You acknowledge that we may accept an Order without any notice of acceptance, aside from giving you the Confirmation.



- 4.10 We will inform you if we decide not to accept an Order.
- 4.11 Orders may be placed as:
- (a) market Orders to buy or sell an Underlying Instrument as soon as possible at the price obtainable in the market; or
 - (b) limit and stop Orders to trade when the price reaches a predefined level, as applicable to the various Underlying Instruments offered (or a combination of these types of Orders).
 - (i) limit Orders to buy and stop Orders to sell must be placed below the current market price; and
 - (ii) limit Orders to sell and stop Orders to buy must be placed above the current market price.
- 4.12 If the bid price for sell Orders or ask price for buy Orders is reached, the Order is filled as soon as possible at the price obtainable in the market. Limit and stop Orders are therefore not guaranteed executable at the specific level or amount.
- 4.13 Where your request to cancel an Order is not received by us prior to acceptance of that Order, the Contract or Close-Out resulting from the acceptance of the Order is valid and binding on you and us under the Agreements.
- 4.14 You acknowledge that any action by you to modify or cancel an Order is ineffective unless:
- (a) we have received a cancellation notice from you in a form acceptable to us; or
 - (b) we have cancelled the Order in our books and records.

Errors in Pricing

- 4.15 It is possible that errors, omissions or misquotes ("Material Error") may occur in the pricing of Margin FX Contracts or CFDs that we quote, which by fault of either of us or any third party, is materially incorrect when taking into account the market conditions and quotes in Underlying Instruments prevailing at the time. A Material Error may include an incorrect price, date, time or Margin FX Contract or CFD or any error or lack of clarity of any information. If a trade is based on a Material Error, we reserve the right without your consent to do any of the following:
- (a) amend the terms and conditions of the Margin FX Contract or CFD to reflect what we consider to have been a fair price at the time the Margin FX Contract or CFD was entered into, had there been no Material Error;



- (b) apply an equity adjustment to your account, provided that;
 - (i) the value of the adjustment reflects what we consider to have been the fair price at the time the Margin FX Contract or CFD was entered into, had there been no Material Error; and
 - (ii) we provide you with a record of the adjustments as soon as reasonably possible afterwards.
 - (c) Close Out the trade and any open Contracts resulting from it;
 - (d) void the Margin Contract or CFD from the outset; or
 - (e) refrain from taking action to amend or void the Margin FX Contract or CFD.
- 4.16 We will exercise our rights under clause 4.15 reasonably, in good faith and as soon as reasonably practicable after we become aware of the Material Error. Where possible, we will give you prior notice of any action we take under this clause, but if it is not possible, we will give you notice as soon as possible afterwards. In the absence of fraud or gross negligence on our part, we are not liable to you for any loss, cost, claim, demand or expense that you incur or suffer (including loss of profits or indirect or consequential losses), arising from or connected with a Material Error, including where the Material Error arises from an information service on which we rely.
- 4.17 In the event that a Material Error has occurred and we exercise our rights under clause 4.15, we may, without notice, adjust your Account or require that any moneys paid to you in relation to the Margin FX Contract or CFD that is the subject of the Material Error be repaid to us as a debt due and payable to us on demand.

Price, execution process and Pepperstone Platform manipulation

- 4.18 If we reasonably believe that you have manipulated our prices, our execution processes or the Pepperstone Platform, we may in our sole and absolute discretion and subject to clause 4.16, without notice to you:
- (a) enforce the trade(s) against you if it is a trade(s) which results in you owing money to us;
 - (b) treat all your trades as void from the outset if they are trades which result in us owing money to you, unless you produce conclusive evidence within 30 days of us giving you notice under this clause that you have not committed any breach of warranty, misrepresentation or breach of undertaking under the Agreements;
 - (c) withhold any funds suspected to have been derived from any such activities;
 - (d) make any resultant corrections or adjustments to your Account;
 - (e) close your Account; and/or
 - (f) take any other action that we consider appropriate.



5. NO TRANSFER

- 5.1 A Contract does not transfer the legal or beneficial interest in any Underlying Instrument to you and neither party has any right or obligation to acquire or deliver the Underlying Instruments.

6. REQUIRED MARGIN

Obligation to have Required Margin

- 6.1 Our Margin Requirements apply throughout the term of each Contract. It is your responsibility to ensure that the Required Margin is available on your Account at all times. We may or may not notify you that the Actual Margin is less than the Required Margin on your Account. If at any time during the term of a Contract, the Actual Margin is not sufficient to cover the Required Margin, you must Close-Out open Contracts or transfer adequate funds to us. You must action and document any such transfer immediately when we request you to do so. Regardless of whether you action such a transaction, we may cancel any Orders or Close-Out one or more of your Contracts or part of a Contract at our sole discretion, without assuming any responsibility towards you for such an action.
- 6.2 If at any time during the term of a Contract, the Actual Margin is less than the Required Margin on your Account, the shortfall is immediately due and payable to us. A failure to pay the shortfall amount to us will constitute an Event of Default.
- 6.3 We provide you with access to information about your Account to enable you to calculate the Required Margin via the Pepperstone Platform. When placing Orders over the telephone, it is your responsibility to ensure that you request all relevant information in respect of your Account before your Orders are placed, including all information in respect of your current open Contracts. We are not responsible for any losses you may suffer or incur as a result of your failure to request this information.
- 6.4 Where we are not able to provide you with access to the Pepperstone Platform to view your Account information due to circumstances within our control, we will use reasonable endeavours to contact you to request additional funds so that the Actual Margin equals the Required Margin in respect of your Account. You accept that in extreme circumstances where your Contracts are moving or have moved particularly quickly against you, we may not be able to contact you before exercising our rights to Close-Out your Contracts under the Agreements. No demands, contact, calls or notices made or given by us to you in any one or more instances invalidates the waiver given by you under this clause.



7. COMMISSIONS, CHARGES AND OTHER COSTS

- 7.1 You must pay us the applicable commissions and charges as published by us from time to time on our website at www.pepperstone.com. To view the commissions and charges applicable to your chosen product, please visit our 'Accounts Overview' page and select the relevant product from the list provided.
- 7.2 We may vary our commissions and charges with 30 days' prior notice to you if:
- (a) market conditions, including competitive behaviour, mean it is prudent for us to change our conditions;
 - (b) for commercial reasons we wish to change our general cost and pricing structure; or
 - (c) significant particulars of your individual circumstances have changed.
- 7.3 Occasionally we may be required to vary our commissions and charges without providing you with 30 days' notice, due to external circumstances beyond our control. When this happens we will provide you with notice as soon as possible. Such circumstances include:
- (a) changes in the relationship with our counterparties which affect our cost structures; and
 - (b) changes in commissions (including as a result of significant currency fluctuations, due to us charging commission in foreign currency) and charges from exchanges, clearing houses, information providers or other third party providers that are passed on to you by us.
- 7.4 Amounts due under this clause 7 are debited from your Account at Close of Business on the day the commission, charge or other Cost is incurred by you.

8. INTEREST ON OPEN CONTRACTS

No interest paid on amounts we hold for you

- 8.1 Unless otherwise agreed in writing, we are not obliged to:
- (a) pay interest to you on any Free Balance in any Account or on any other sum held by us; or
 - (b) account to you for any interest we receive on such sums or in connection with any Contract.

Default interest

- 8.2 If you fail to pay an amount payable to us under the Agreements, we may charge you interest on the unpaid amount at the default interest rate. The default interest rate will be the central bank target cash rate for the relevant Underlying Instrument plus 3% as determined by us. The amount of default interest will be debited from your Account daily until the amount owed to us is paid.



Changes to interest rates

- 8.3 We may vary such interest rates without notice when changes are to your advantage, or are due to external circumstances beyond our control. Such circumstances include:
- (a) changes in domestic or overseas monetary or credit policies that affect the general interest level in a way that impacts us;
 - (b) other developments in the general interest level, including in the money and bond markets, in a way that impacts us; or
 - (c) changes in the relationship with our counterparties which affect our cost structures.
- 8.4 We may vary such interest rates with 30 days' notice if:
- (a) market conditions, including competitive behaviour, mean it is prudent for us to change our conditions;
 - (b) for commercial reasons we wish to change our general cost and pricing structure; or
 - (c) significant particulars of your individual conditions have changed.

9. CURRENCY CONVERSIONS

- 9.1 Any amounts paid by us or you under the Agreements may be payable in Australian Dollars (AUD), United States Dollars (USD), British Pound Sterling (GBP), Euro (EUR), Canadian Dollars (CAD), Japanese Yen (JPY), New Zealand Dollars (NZD), Swiss Franc (CHF), Singapore Dollars (SGD) or Hong Kong Dollars (HKD), on the following terms:
- (a) funds transferred between your Accounts that are denominated in different currencies, will be converted at the current spot rate for the conversion of the relevant funds into your nominated currency (Australian Dollar, United States Dollar, British Pound Sterling, Euro, Canadian Dollar, Japanese Yen, New Zealand Dollar, Swiss Franc, Singapore Dollar or Hong Kong Dollar), minus a conversion fee of up to 1 per cent, which we will charge you; and
 - (b) realised profits and losses will be converted to your nominated currency (being either Australian Dollar, United States Dollar, British Pound Sterling, Euro, Canadian Dollar, Japanese Yen, New Zealand Dollar, Swiss Franc, Singapore Dollar or Hong Kong Dollar) immediately on Closing Out of the Contract at the current spot rate.
- 9.2 Amounts due under this clause 9 are debited from your Account at Close of Business on the day that a currency conversion occurs.
- 9.3 We may waive or defer the conversion calculation fee at our discretion.



10. SWAP CHARGE FOR CONTRACTS HELD UNTIL THE SPECIFIED DATE

- 10.1 Where a Contract is held at Close of Business on the day before its Specified Date, it is rolled over to a new Specified Date. On re-opening, the Contract is subject to a Swap Charge determined by us in accordance with the following terms:
- (a) if you are the Long Party and the Bought Swap Rate is higher than the Sell Swap Rate, we must pay you interest on the Contract Value of the open Contract at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
 - (b) if you are the Long Party and the Bought Swap Rate is less than the Sell Swap Rate, you must pay us interest on the Contract Value of the open Contract at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
 - (c) if you are the Short Party and the Sell Swap Rate is higher than the Bought Swap Rate, we must pay you interest on the Contract Value of the open Contract at the rate that is the Bought Swap Rate minus the Sell Swap Rate; or
 - (d) if you are the Short Party and the Sell Swap Rate is lower than the Bought Swap Rate, you must pay us interest on the Contract Value of the open Contract at the rate that is the Bought Swap Rate minus the Sell Swap Rate.
- 10.2 The Swap Charge is paid by adjusting the Underlying Instrument Price by an amount equal to the amount of the Swap Charge, calculated in accordance with this clause.

11. CLOSE-OUT OF CONTRACTS

Close-Out of a Contract

- 11.1 You may instruct us to enter into a Contract which is opposite to one or more of your open Contracts.

Close-Out of Contracts

- 11.2 An open Contract is Closed-Out:
- (a) on our acceptance of your Order requesting Close-Out of your Contract (including where the Order is deemed to be a Close-Out under clause 11.1); or
 - (b) by us under clause 21.

Settlement following Close-Out

- 11.3 If a Contract is Closed-Out under clause 11.2, we must pay any Profit and you must pay any Loss to the extent that such payment has not been prepaid under clause 7.



12. CONFIRMATIONS

Reporting to you

- 12.1 If we accept an Order, we will send you a Confirmation.
- 12.2 If we fail to send you a Confirmation, it does not affect the validity of the Order or the Contract.
- 12.3 If there is a conflict between:
 - (a) the Agreements; and
 - (b) our records of the transaction concerning a Contract or an Order, our records of the transaction will prevail.

Pepperstone Platform

- 12.4 The Pepperstone Platform is an online facility that allows you to execute certain transactions as well as view, download and print the Confirmations and other reports that we provide in relation to your Account.
- 12.5 You may access and use the Pepperstone Platform to:
 - (a) submit Orders to us;
 - (b) receive the Confirmations and other reports we provide;
 - (c) review your Contracts; and
 - (d) monitor your obligations under the Agreements.
- 12.6 Confirmations and other reports are made available to you at the time that we post the relevant information on the Pepperstone Platform.
- 12.7 We may email Confirmations and other reports to you in addition to making them available on the Pepperstone Platform.
- 12.8 The following terms apply to Contracts executed through the Pepperstone Platform:
 - (a) we are not liable to you for any loss, expense, cost or liability suffered or incurred by you due to any failure of the system, transmission failure or delays or similar technical errors, whether or not the error might be due to factors under our control;
 - (b) we are not liable to you for any removal of Profits or Losses you might suffer due to errors in quotes which are the result of our typing errors or feed errors committed or our erroneous perception of information entered into the system by you;
 - (c) we are entitled to make the necessary corrections in your Account according to the market value of the Underlying Instrument in question at the time when the error occurred;



- (d) we may offer real-time tradable prices to you. A price offered by us may change in the time between when we initially offer it and when we receive an Order from you, due to delayed transmission between you and us. If automatic Order execution is offered to you, we are entitled to change the price on which the Order is executed to the market value at the time at which we receive the Order from you;
- (e) the Pepperstone Platform may be available in several versions, which may vary in relation to certain aspects, including but not limited to the level of security applied and products and services available. We are not liable to you for any loss, expense, cost or liability suffered or incurred by you due to your use of a version of the Pepperstone Platform that differs from our current standard version, with all available updates installed;
- (f) you are responsible for all Orders and for the accuracy of all information sent via the Pepperstone Platform using your name, password or any other means of personal identification implemented to identify you;
- (g) you must keep all passwords secret and ensure that third parties do not obtain access to your trading facilities;
- (h) you are liable to us for Contracts executed by means of your password even if such use might be unauthorised or wrongful; and
- (i) the Confirmation that we send or made available to you on the Pepperstone Platform constitutes our confirmation of a Contract, regardless of whether the Pepperstone Platform confirms that the Contract is executed immediately upon transmission of your instructions.

Errors

- 12.9 You must verify the contents of each document received from us. We will take such documents to be correct and conclusive, unless you notify us in writing to the contrary within 3 Business Days of receiving the document.

13. OUR RIGHTS

- 13.1 We may, with or without notice, and in addition to any other rights we may have under the Agreements:
- (a) Close-Out or cancel all or part of your Contracts as we reasonably consider appropriate;
 - (b) reduce your Position Limit;
 - (c) refuse Orders;
 - (d) terminate the Agreements, including these Terms;
 - (e) adjust the price, size or value of a Contract; or
 - (f) adjust the Margin Requirement (leverage).



- 13.2 We may exercise our rights under clause 13.1 if:
- (a) an Event of Default has occurred;
 - (b) we reasonably consider that there are abnormal trading conditions;
 - (c) we reasonably consider it necessary for the protection of our rights under the Agreements;
 - (d) we are unable to make prices in the relevant Contract due to the unavailability of the relevant market information for reasons beyond our control;
 - (e) we decide to do so in our absolute discretion and, in this case only, give written notice of such decision to you;
 - (f) we consider that you may be in possession of 'inside information' within the meaning of section 1042A of the Corporations Act;
 - (g) we consider that you may be in breach of any applicable law;
 - (h) either party is so requested by the Australian Securities and Investments Commission or any other regulatory agency or authority;
 - (i) your Actual Margin is less than the Required Margin in respect of your Account; or
 - (j) the aggregate of the Contract Value for your Orders and the Contract Value for all other orders for an Underlying Instrument is below the minimum or above the maximum values that we reasonably consider appropriate in the market.
- 13.3 This clause 13 applies whenever we exercise our right to Close-Out all or part of any Contract.
- 13.4 You accept that we may Close-Out any of your Contracts and any relevant proportions of those Contracts that we decide in our absolute discretion.

14. SUSPENSION AND MARKET DISRUPTION

- 14.1 If, at any time:
- (a) trading in an Underlying Instrument on any exchange is limited or suspended; or
 - (b) trading is limited or suspended on any exchange so as to restrict trading within any relevant index, such that we are prevented from determining the Underlying Instrument Price of an Underlying Instrument, then the Underlying Instrument Price of such Underlying Instrument shall be considered to be the Underlying Instrument Price immediately preceding the limitation or suspension.



- 14.2 If the limitation or suspension continues for 5 Business Days, we may Close-Out any Contract. In such circumstances we will determine the Close-Out Date and the Close-Out Value acting in good faith. We reserve the right at all times during the term of any limitation or suspension to adjust the Underlying Instrument Price of any affected Underlying Instrument in our reasonable discretion, but having regard to the then prevailing market conditions affecting trading as a whole or trading in the relevant Underlying Instrument. You accept that we may Close-Out any of your Contracts and any relevant proportions of those Contracts that we decide in our absolute discretion.

15. CLIENT'S WARRANTIES AND REPRESENTATIONS

- 15.1 You and each Guarantor (as applicable) warrant and represent that:

- (a) if you completed the Application in the name of a body corporate:
 - (i) you are duly authorised and validly existing under the laws of your jurisdiction of incorporation; and
 - (ii) you are properly empowered and have obtained the necessary corporate or other authority in accordance with your constitutional and organisational documents;
- (b) if you completed the Application in the name of a trustee:
 - (i) you are the only trustee of the trust;
 - (ii) no action has been taken or proposed to remove you as trustee of the trust;
 - (iii) you have power under the trust deed to enter into and comply with your obligations under the Agreements and any Contract or Order;
 - (iv) you have in full force and effect the authorisations (including under the trust deed and its constitution (if any)) necessary to enter into the Agreements and any Contract and make an Order, perform obligations under them and allow them to be enforced;
 - (v) you have a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by you under the Agreements and any Contract or Order;
 - (vi) the trust fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which you have a right to be indemnified out of the trust fund;
 - (vii) you have not, and never have been, in default under the trust deed;
 - (viii) no action has been taken or proposed to terminate the trust;
 - (ix) you and your directors and other officers (as relevant) have complied with their obligations in connection with the trust; and
 - (x) you have carefully considered the purpose of the Agreements and any Contract or Order and consider that entry into the Agreements and any Contract or Order is for the benefit of the beneficiaries and the terms of the trustee documents are fair and reasonable;



- (c) all necessary consents required in order for you to conduct your business and relevant to the performance, validity or enforceability of the Agreements and any Contract or Order have been obtained and are in full force and effect;
- (d) you are not under any legal disability with respect to, and are not subject to any law or regulation which prevents, your performance under the Agreements or any Contract or transaction contemplated by the Agreements;
- (e) you are in compliance with all laws to which you are subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- (f) the information you give us is complete, accurate and not misleading in any material respect;
- (g) unless stated in the Application Form, you are not acting as trustee of a trust;
- (h) no funds deposited in your Account are subject to an Encumbrance;
- (i) you have not committed an Event of Default which continues un-remedied;
- (j) there are no actions or claims pending, the adverse determination of which might have a Material Adverse Effect on your ability or the Guarantor's ability to perform your respective obligations under the Agreements, any Contract or Order, or on any other the rights granted to us; and
- (k) you are not entitled to claim for yourself or any of your assets or revenues, any right of general immunity or exemption on the grounds of sovereignty or otherwise from suit, execution, attachment or other legal process, in respect of your obligations under the Agreements or any Contract or Order.

15.2 The above warranties and representations are deemed to be repeated each time you place an Order.

15.3 You and the Guarantor acknowledge that we have entered into the Agreements in reliance on the representations and warranties in this clause 15.

16. UNDERTAKINGS AND ACKNOWLEDGMENTS

16.1 You and the Guarantor undertake to:

- (a) notify us if any warranty or representation made by you or the Guarantor is or becomes incorrect or misleading;
- (b) do everything necessary to ensure that no Event of Default occurs; and
- (c) provide us with any financial or other information relating to either yourself or the Guarantor that we may reasonably request from time to time.



17. INDEMNITY AND EXCLUSION OF LIABILITY

Indemnity

- 17.1 You indemnify us against any liability or losses arising from, and any Costs incurred in connection with:
- (a) us acting in good faith in connection with the Agreements or any Contract or Order based on fax, telephone, email or written instructions purporting to originate from your offices or to be given by an Authorised Person;
 - (b) an Event of Default;
 - (c) the Agreements or any Contract or Order; or
 - (d) us acting in accordance with any direction, request or requirement of any regulatory authority or government body.
- 17.2 You agree to pay any amounts due under this indemnity on demand from us.
- 17.3 This indemnity survives termination of the Agreements.

Exclusion of Liability

- 17.4 We are not liable for any losses or Costs caused by:
- (a) the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy under the Agreements;
 - (b) not accepting your Orders or delay in accepting your Orders; or
 - (c) not designating or delay in designating amounts as either Actual Margin or Free Balance on your Account.

18. DEALINGS BETWEEN YOU AND US

- 18.1 We are entitled to act on the oral or written Orders:
- (a) of any Authorised Person;
 - (b) of any person who appears to us to be an Authorised Person, notwithstanding that the person is not in fact so authorised; and
 - (c) transmitted using your username, account number, user ID and/or password.



- 18.2 You agree to promptly provide any instructions to us which we may reasonably require from time to time. If you do not provide your instructions promptly, we may, in our absolute discretion, take such steps as we consider necessary or desirable (at your cost) for our own protection or your protection. This provision also applies in situations when we are unable to contact you.
- 18.3 We may (but we are not obliged to) require confirmation in such form as we may reasonably request, if an instruction is to remit money due to you or if it appears to us that such confirmation is necessary or desirable.
- 18.4 If you are more than one person entering into the Agreements (for example, joint account holders):
- (a) the liabilities of each person are joint and several;
 - (b) we may act upon instructions received from any one person who is or appears to us to be such a person, whether or not that person is an Authorised Person;
 - (c) any notice or other communication provided by us to a person is deemed to have been provided to all relevant persons entered into the same Agreements; and
 - (d) our rights under clause 21 apply if an Event of Default occurs in respect of any one of the relevant persons jointly entered into an Agreements.

19. TAXES

Stamp duty

- 19.1 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 effected under the Agreements. You agree to indemnify us and keep us indemnified against any liability arising as a result of your failure to do so.

GST

- 19.2 Consideration for any supply under the Agreements is exclusive of GST unless expressly stated to be inclusive of GST.
- 19.3 If GST is payable by us or any members in our group of companies on any supply under the Agreements, in addition to providing any consideration 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.



- 19.4 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

- 19.5 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.
- 19.6 If we make any payment which is subject to any withholding or deduction, we will pay you the net amount after making the withholding or deduction and will not pay you an additional amount.

20. GUARANTEE AND INDEMNITY

Requirement for a Guarantor

- 20.1 Your obligations under the Agreements must be guaranteed:
- (a) where you are a company (including a trustee), by each director of the company; and
 - (b) in any other circumstance where we determine, in our absolute discretion, that a guarantee is required.

Consideration

- 20.2 The Guarantor acknowledges that we are acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

Guarantee

- 20.3 The Guarantor unconditionally and irrevocably guarantees to us your compliance with your obligations in connection with the Agreements, including each obligation to pay money.
- 20.4 If you do not comply with your obligations on time and in accordance with the Agreements, then the Guarantor agrees to comply with those obligations on demand from us. A demand may be made on the Guarantor regardless of whether we have made demand on you.

Indemnity

- 20.5 The Guarantor indemnifies us against any liability or losses arising from, and any Costs we incur, if:
- (a) you do not, or are unable to, comply with an obligation (including an obligation to pay money) under the Agreements;
 - (b) an obligation you would otherwise have under the Agreements (including an obligation to pay money) is found to be unenforceable;



- (c) an obligation the Guarantor would otherwise have under clause 20.3 is found to be unenforceable; or
- (d) a representation or warranty by you under the Agreements is found to have been incorrect or misleading when made or taken to be made.

20.6 The Guarantor agrees to pay any amounts due under clause 20.3 on demand from us.

20.7 We need not incur expense or make payment before enforcing this right of indemnity.

Extent of guarantee and indemnity

20.8 The guarantee in clause 20.3 is a continuing obligation, despite any intervening payment, settlement or other thing and extends to all of your obligations under the Agreements. The Guarantor waives any right it has of first requiring us to commence proceedings or enforce any other right against you or any other person before claiming from the Guarantor under this guarantee and indemnity.

Acknowledgment

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

- (a) was given a copy of the Agreements (and all documents giving rise to your obligation in connection with the Agreements) and had full opportunity to consider their provisions; and
- (b) is responsible for making itself aware of your financial position and any other person who guarantees any of your obligations in connection with the Agreements.

Payments

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

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

20.11 If the Guarantor makes a payment that is subject to any withholding or deduction, the Guarantor agrees to pay us such 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.



Our rights are protected

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

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

Guarantor's rights are suspended

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

- (a) reduce its liability under this guarantee and indemnity by claiming that you or it or any other person has a right of set-off or counterclaim against us;
- (b) exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, mortgage, charge or other encumbrance given in connection with the Agreements or any other amount payable under this guarantee and indemnity;
- (c) claim an amount from you or another guarantor (including a person who has signed the Application Form as a "Guarantor"), under a right of indemnity; or
- (d) claim an amount in your liquidation, administration or insolvency or of another guarantor of any of your obligations (including a person who has signed the Application Form as a "Guarantor").



21. TERMINATION

- 21.1 If all of your Contracts have been Closed-Out, you may terminate the Agreements, including these Terms and your rights associated with the use of the Pepperstone Platform, immediately by giving written notice to us.
- 21.2 We may:
- (a) Close-Out any Contracts; and
 - (b) terminate the Agreements, including these Terms and your rights associated with the use of the Pepperstone Platform, either:
 - (i) at any time by giving you 7 days' notice; or
 - (ii) immediately, following an Event of Default or to otherwise protect our interests, without notice to you.
- 21.3 On termination by any party, we may consolidate all Accounts held by you, and deduct all amounts due to you from any Account, before transferring any credit balances on any Account to you.
- 21.4 After the Agreements have been terminated, in addition to the rights set out at clause 21.3:
- (a) any indemnity granted by you;
 - (b) the guarantee and indemnity granted under clause 20;
 - (c) all of your and the Guarantor's confidentiality obligations;
 - (d) your obligations in relation to the Pepperstone Platform under clause 12;
 - (e) the representations and warranties given by you and the Guarantor;
 - (f) any exclusion of our liability under the Agreements; and
 - (g) any other rights or obligations you have which arise before the Agreements are terminated, continue to have full force and effect.

22. GENERAL

How we may exercise our rights

- 22.1 We may exercise a right or remedy or give or refuse our consent in any way that we consider appropriate (including by enforcing clauses under the Agreements).
- 22.2 If we do not exercise a right or remedy fully or at a given time, we may still exercise it later.
- 22.3 Our rights and remedies under the Agreements are in addition to other rights and remedies given by law independently of the Agreements. We may enforce our rights and remedies in any order we choose.
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Set-off

- 22.4 We may set off any amount owing by us to you (whether or not due for payment) against any amount due for payment by you to us under the Agreements, any Contract or an Order.
- 22.5 We may do anything necessary to effect any set-off under this clause (including varying the date for payment of any amount owing by us to you). This clause applies despite any other agreement between you and us.

Reinstatement of Rights

- 22.6 Under law relating to liquidation, administration, solvency or the protection of creditors, a person may claim that a transaction (including a payment) in connection with the Agreements is void or voidable. If a claim is made and upheld, conceded or compromised, then:
- (a) we are immediately entitled as against you and the Guarantor to the rights under the Agreements to which we were entitled immediately before the transaction; and
 - (b) on request from us, you and the Guarantor agree to do anything (including signing any document) to restore any rights (including the Guarantee) held by us immediately before the transaction.

No merger

- 22.7 Our rights under the Agreements are additional to and do not merge with and are not affected by any mortgage, charge or other encumbrance held by us or any of your other obligations of or obligations of the Guarantor to us, despite any rule of law or equity or any statutory provision to the contrary.

Further steps

- 22.8 You agree to do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):
- (a) to bind you and any other person intended to be bound under the Agreements; and
 - (b) to show whether you are complying with the Agreements.

Amendment

- 22.9 We may vary these Terms at any time, with notice to you. In doing so we must comply with any applicable law.
- 22.10 By giving you 30 days' notice, we may charge you additional fees and/or commissions or increase the current fees and/or commissions under the Agreements, in accordance with clause 7.

Waivers

- 22.11 A provision of these Terms, or right created under them, may not be waived or varied except in writing .



Assignment

- 22.12 You may not assign or otherwise deal with your rights under the Agreements or a Contract or allow any interest in them to arise or be varied without our consent.
- 22.13 We may assign or otherwise deal with our rights under the Agreements or a Contract without the consent of any person. You agree that we may disclose any information or documents we consider necessary to help us exercise this right.

Inconsistent law

- 22.14 To the extent permitted by law, the Agreements prevail to the extent they are inconsistent with any law.
- 22.15 If there are any inconsistencies between these Terms and the PDS, the PDS will prevail.
- 22.16 A provision of the Agreements that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.
- 22.17 Rights given to us under the Agreements and your liabilities under the Agreements are not affected by anything which might otherwise affect them at law.
- 22.18 Any present or future legislation which operates to vary your obligations in connection with the Agreements which adversely affects our rights, powers or remedies (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

Notices and other communications

- 22.19 We may, to the extent of your authorisation, give a communication under the Agreement to your Authorised Person.
- 22.20 Unless expressly stated otherwise in the Agreements, all notices, certificates, consents, approvals, waivers and other communications in connection with the Agreements:
- (a) must be sent by email or such other means as we specify from time to time;
 - (b) must be signed or issued by the sender (if an individual) or an Authorised Officer of the sender;
 - (c) will be taken to be received upon sending, unless the sender receives an automated message informing them that the email has not been delivered.
- 22.21 Communications take effect from the time they are received unless a later time is specified in them.

Applicable law

- 22.22 The Agreements are governed by the laws in force in the State of Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of that place.



Confidentiality

- 22.23 Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Agreements) 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, the Agreements, our Privacy Policy or required by a stock exchanges.
 - (c) in connection with any legal proceedings relating to the Agreements; or
 - (d) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreements (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 the Agreements).

Consent to Telephone Recording

- 22.24 You agree that we may record all telephone conversations, internet conversations (chat), and meetings between you and us and use those 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 those information in respect of any dispute or anticipated dispute between us and you.

Netting

- 22.25 If on any date the same amounts are payable under the Agreements by each party to the other in the same currency, then on that date, each party's obligations to make payment of any such amount will be automatically satisfied and discharged. If the amounts are not in the same currency, the amounts will be converted by us in accordance with clause 10
- 22.26 If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable must pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.
- 22.27 If the Agreements are terminated under clause 21, you and we agree that the claims we have against each other are finally discharged by means of Close-Out netting. We will determine the Close-Out Values for each affected Contract in our sole discretion. The final amount to be paid by one of the parties will be the difference between the payment obligations of the parties.

Currency of payments

- 22.28 All payments under the Agreements must be made in Australian dollars or any other currency that we may agree to.



Any default to make payments to us is deemed to be an application for credit

- 22.29 Each failure by you to pay an amount payable to us under the Agreements is deemed to be an application for credit from us.

Disputes

- 22.30 Please refer to the PDS for further information on how complaints are to be handled under the Agreements.
- 22.31 You should note that this clause 22.30 and clause 22.31 will not prevent us from commencing proceedings in any other relevant jurisdiction for the enforcement of any complaint determination.

23. DISCLOSURE OF ANY RELEVANT CONFLICTS OF INTEREST

- 23.1 We may have a conflict of interest in acting as principal on both sides of a transaction.

24. PRIVACY

- 24.1 Before completing the Application Form you should read the Agreements, including these Terms and our Privacy Policy, carefully. The Application form requires you to disclose personal information to us. Our Privacy Policy explains how we collect, use and disclose personal information.
- 24.2 We recognise the need to treat your personal information in an appropriate manner and in accordance with Australian, UK and EEA privacy and data protection laws and regulations (as applicable). For the purpose of UK and EEA data protection laws and regulations, we are the data controller.
- 24.3 "**processing**" your personal information means doing anything with your personal information including accessing, disclosing, destroying or using your personal information in any way. We process your personal information in the following ways:
- (a) we collect personal information from you in order to process your Application, and if your Application is accepted, to administer your investment and to provide you with services related to your investment. If you do not provide us with your personal information we may not be able to process your Application;
 - (b) in order to do these things, we may disclose your personal information on a confidential basis to our agents, contractors, or third party service providers to whom we outsource services (for the purpose of this clause the "**Service Providers**"), to our related bodies corporate, our professional advisers, or to a proposed purchase of the whole or any substantial part of our business;



- (c) we may also disclose your personal information to:
 - (i) relevant regulators (such as the Australian Securities and Investments Commission or anti-money laundering regulators) as required or authorised by law;
 - (ii) your financial advisor, if you have nominated them to us; and
 - (iii) a third party broker or agent that you have authorised to refer your business to us;
 - (d) we may use your personal information to tell you about other products and services offered by us or other members of the Pepperstone group of companies and for client profiling (such as targeted advertising and creating lookalike audiences). In order to do that we may disclose your information to our related bodies corporate, or to their Service Providers; and
 - (e) we may also use your personal information to create anonymised statistical data.
- 24.4 Your application for an Account and acceptance of these Terms constitutes your consent to the use and disclosure of your personal information in accordance with clause 24.3 above. You have a right to access information that we are holding about you and where permissible we reserve the right to charge a reasonable fee. To do so you must write to us and request this information and provide verification of your identity to the Data Protection Officer at Pepperstone. You authorise us, or our agents acting on our behalf, to carry out such credit and identity checks as we deem necessary.
- 24.5 Please contact our support team on support@pepperstone.com if you wish to opt-out from us using or disclosing your personal information for direct marketing purposes (under 24.3(d) above). It is important that you contact us because, in applying for an Account, you will otherwise be taken to have consented to our use and disclosure of your personal information for this purpose.
- 24.6 We must use and disclose your personal information in the ways set out in clauses 24.3(a) to (c) in order to provide you with a Contract and any related products and services that you have asked for, so if you do not give your consent to your personal information being used and disclosed in this way, it may impact on our ability to do business with you.
- 24.7 In the event that we are subject to a sale of our business (in whole or in part) or undergo a corporate re-organisation, you agree that any personal information that we hold relating to you may be disclosed for the purpose of analysing the said sale or reorganisation, or transferred to a third party and used for the same purpose as you have agreed under these Terms.
- 24.8 All Pepperstone staff are trained to handle personal information confidentially.
- 24.9 All personal information in our possession is held in secure computer-based storage facilities or secure paper-based files. No unauthorised persons are able to access these storage facilities.
- 24.10 Our website may instal cookies on your computer to provide you with a better service or enhance your client experience. You have the option to turn these cookies off via your personal browser settings, although this will affect your ability to view parts of our website.
- 24.11 Our Cookies Policy and full Privacy Policy is available on our website [here](#).



25. INTERPRETATION

25.1 Definitions

Some of the words in these Terms have particular meanings:

Account means your account with us.

Actual Margin means the amount standing to the credit of your Account and designated as Actual Margin.

Agreements means these Terms, the PDS, the Application Form, the Confirmations and the information that is located on Pepperstone Platform or our website, which together govern 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 means your application to us for an Account on the terms and conditions set out in the Agreements.

Application Form means the form available on our website which must be completed in order to open an Account.

Authorised Person means the persons that you authorise to give instructions to us.

Bought Swap Rate means the swap rate for a currency or CFD which is determined by us.

Business Day means a day on which banks are open for general banking business in Victoria (not being a Saturday, Sunday or public holiday in that place).

CFD means a contract for difference that we offer to our clients from time to time under the Agreements.

Client Money means the money that our clients have deposited with us and which is held by us under the Australian Client Money Rules.

Close of Business means 5.00pm American EST.

Close-Out Date means the date on which all or part of a Contract is Closed-Out.

Close-Out or Closed-Out means the termination of all or part of a Contract in accordance with clause 11.

Close-out Value for a Contract means the amount calculated as follows:

Close-out Underlying Instrument Price x Contract Quantity
(in each case, as applying to the Contract).

Confirmation means a message by us to you conforming your transaction in respect of a Contract, over the Pepperstone Platform or by any other means that we consider appropriate.



Contract means an over the counter derivative between you and us which is an agreement to pay or receive the change in value of an Underlying Instrument, which will result in long or short exposure.

Contract Quantity means the notional quantity to which the Contract or Order relates.

Contract Value means the value of any Contract or Order for any Contract, as calculated by us.

Commodity means oil, gas or such other commodity as referred to in the Pepperstone Platform or product schedule.

Corporations Act means the Corporations Act 2001 (Cth), as updated, replaced or amended from time to time.

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

Costs include costs, charges and expenses, including those incurred in connection with advisers.

Currency means a currency which we nominate as being available to underlie a Contract.

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit a prendre, easement or any other security arrangement or any other arrangement having the same effect.

Each of the following is an **Event of Default**:

- (a) you fail to pay on time any amount payable by you in the manner required under the Agreements, including, for the avoidance of doubt, any situation where the Actual Margin on your Account at any time is less than the Required Margin;
- (b) you fail to comply with any obligation under the Agreements (other than those covered by sub-clause (a) and, if the non-compliance can be remedied, you fail to remedy the non-compliance within 7 days;
- (c) an event occurs which has or is likely to have (or a series of events occur which, together, have or are likely to have) a Material Adverse Effect;
- (d) any change in law or interpretation which makes it unlawful for us to give effect to any provision of the Agreements;
- (e) we or you are requested to end a Contract (or any part of a Contract) by any regulatory agency or authority;
- (f) you die or become of unsound mind;
- (g) a representation or warranty made, or taken to be made, by or for you in connection with the Agreements is found to have been incorrect or misleading when made or taken to be made;
- (h) you exceed the Exposure Limit on your Account;
- (i) you or a Guarantor becomes insolvent;



- (j) where you are trustee of a trust:
 - (i) you cease to be the trustee of the trust or any step is taken to appoint another trustee of the trust, in either case without your consent; or
 - (ii) an application or order is sought or made in any court for:
 - (A) removal of you as trustee of the trust;
 - (B) property of the trust to be brought into court or administered by the court or under its control; or
 - (C) a notice is given or meeting summoned for the removal of you as trustee of the trust or for the appointment of another person as trustee jointly with you;
- (k) the Agreements or a transaction in connection with the Agreements is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable ("claimed" in this clause means claimed by you or anyone on behalf of any of it);
- (l) distress, execution or other process is levied against any of your property and is not removed, discharged or paid within 7 days;
- (m) any security created by any mortgage or charge becomes enforceable against you and the mortgagee or chargee takes steps to enforce the security or charge; or
- (n) we reasonably consider it necessary for our own protection or the protection of our associates.

Exposure Limit means a limit placed by us on the sum of the Contract Values for all Contracts between us and you.

Free Balance means, at any time, the excess (if any) of the balance of your Account at that time over the Required Margin.

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

Initial Margin has the meaning referred to in section 15.3 of the PDS.

Liquidity Provider means any counterparty with which we have deemed suitable to form an agreement to pass trades to in order to manage risk.

You will be deemed **Insolvent** if:

- (a) you commit an act of bankruptcy;
- (b) a liquidator or trustee in bankruptcy or similar person is appointed to you;
- (c) you are (or state that you are) an insolvent under administration or insolvent (each as defined in the Corporations Act);



- (d) you are in liquidation, in provisional liquidation, under administration or wound up or have had a Controller appointed to your property;
- (e) you are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved;
- (f) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with you, which is preparatory to or could result in any of (a), (b) or (c) above;
- (g) you are taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (h) you are the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or you make a statement from which we reasonably deduce you are a subject);
- (i) you are otherwise unable to pay your debts when they fall due; or
- (j) something having a substantially similar effect to (a) to (g) happens in connection with you under the law of any jurisdiction.

Listed Entity means in relation to a Security, the entity that is considered by the applicable market to be the issuer of that Security.

Long Party means in respect of any Contract the party identified in the Confirmation as having notionally bought the Underlying Instrument.

Loss means, the difference between the Opening Value of the Contract and the Close-Out Value of the Contract if you are:

- (a) the Long Party and the Close-Out Value of the Contract is lower than the Opening Value of the Contract; or
- (b) the Short Party and the Close-Out Value of the Contract is higher than the Opening Value of the Contract.

Margin means the amount that you must pay to us and have in your Account to enter into or maintain a Contract with us in accordance with the Agreements.

Margin Call means a call normally made on you via the Pepperstone Platform, requesting you to top up the amount of money you have in your Account as Margin.

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 the forging currency.

Margin Percentage means the percentage rate applicable to your Contract as specified by us in our sole discretion and published on our website.



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 Contract.

Opening Value means:

Opening Underlying Instrument Price x Contract Quantity

Opening Underlying Instrument Price means the Underlying Instrument Price on opening the Contract as agreed between us and you.

Order means an offer made by you under the Agreements.

Pepperstone Platform or **Trading Platform** means any online software for entering into Contracts in Margin FX Contracts and CFDs made available by us under the Agreements.

PDS means the Product Disclosure Statement, which is part of the Agreements.

Previous Contract Value means, the amount calculated as follows:

- (a) where the Contract Value is being determined for the first time for a Contract, the Opening Value; or
- (b) in all other cases, the Contract Value at the most recent Valuation Time.

Profit means the difference between the Opening Value of the Contract and the Close-Out Value of the Contract if you are:

- (a) the Long Party and the Close-Out Value of the Contract is higher than the Opening Value of the Contract; or
- (b) the Short Party and the Close-Out Value of the Contract is lower than the Opening Value of the Contract.

Required Margin means an amount that is required to be standing to the credit of your Account and which is calculated as follows:

- (a) when an Order is placed to open a Contract, an amount that is:
Opening Value x Margin Percentage
- (b) throughout the term of an open Contract:
Contract Value x Margin Percentage

in respect of each such open Contract between you and us.

Rollover Charges means a charge you may receive on future based CFDs held overnight.

Rollover Benefits means a benefit you may receive on future based CFDs held overnight.

Sell Swap Rate means the swap rate for a currency or CFD which is determined by us.

Short Party means the party identified in the Confirmation as having notionally sold the Underlying Instrument.



Specified Date means the future value date with reference to which that Contract was entered into.

Swap Charge means the charge calculated in accordance with clause 10.

Swap Rate means the rate determined by us from time to time having regard to, among things, market rates and financing rates.

Terms means these Terms and Conditions.

Underlying Instrument means the instrument which we list as being available to underlie an Order or Contract. An Underlying Instrument could be an index, Commodity, currency, futures contract, Bullion, equity, Crypto Currency or other instrument or asset or factor the reference to which the value of a financial product is determined.

Underlying Instrument Price means the rate at which a single unit of the Underlying Instrument may be bought with or, as the case may be, sold in, as the subject of the Contract.

Underlying Market means the market in which an Underlying Instrument is traded.

Valuation Time means:

- (a) the most recent available price quote while the underlying market is trading; and
- (b) any other time that we decide in our absolute discretion.

Variation Margin has the meaning referred to in section 14.4 of the PDS.

Website means any page hosted by the web domain name pepperstone.com and include the client portal.

25.2 References to certain general terms

Unless the contrary intention appears, a reference in the Agreements (including these Terms) to:

- (a) (singular includes plural) the singular includes the plural and vice versa;
- (b) (variations or replacement) a document (including this agreement) includes any variation or replacement of it;
- (c) (law) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (d) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (e) (two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (f) (jointly and severally) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;



- (g) (reference to a group of persons) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
 - (h) (dollars) Australian dollars, dollars, AUD, A\$ or \$ is a reference to the lawful currency of Australia;
 - (i) (calculation of time) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
 - (j) (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
 - (k) (accounting terms) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
 - (l) (meaning not limited) the words "include", "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
 - (m) (reference to anything) anything (including any amount) is a reference to the whole and each part of it.
- 25.3 If an event under the Agreements must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
- 25.4 Headings (including those in brackets at the beginning of clauses) are for convenience only and do not affect the interpretation of the Agreements.

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Level 5, 530 Collins Street
Melbourne VIC 3000
AUSTRALIA

Local Call 1300 033 375
Phone +61 3 9020 0155
Fax +61 3 8679 4408

www.pepperstone.com
support@pepperstone.com