Client Agreement

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Date of Issue: 22 August 2026

Client Agreement

PART 1. INTRODUCTION

1.1. The Client Agreement (the “Agreement”) is offered to our clients (“you”, “yourself”, “Client”, as appropriate) by Capital Com Australia Pty Ltd (ABN 47 625 601 489). This Agreement may refer to ourselves as “we”, “us”, “CCAU” or “the Company”, as appropriate. Capital Com Australia Pty Ltd is a company authorised and regulated by the Australian Securities & Investments Commission (“ASIC”) in accordance with the Governing legislation and we are a holder of an Australian Financial Services Licence (“AFSL”) numbered 513393, with its registered office at Level 15, 357 Collins Street, Melbourne, 3000, Victoria.

1.2. The Company shall provide financial services (hereafter the "Services") according to the terms and conditions set out in this Agreement. This Agreement governs the relationship between you and the Company. The terms of which may be amended from time to time. In case of material changes to the Agreement, you will receive a notification of the change before that change becomes effective. We highly recommend that you take sufficient time to read and understand the terms of this Agreement, the Product Disclosure Statement (“PDS”), Financial Services Guide (“FSG”), Risk Disclosure Statement (“RDS”), any other information relating to CCAU published on our official website https://capital.com/ (hereafter the "Website") prior to opening an Account and/or carrying out any activity with us.

1.3. Product Disclosure Statement

1.3.1. The Product Disclosure Statement (“PDS”) is the disclosure document prepared by us for our Retail Clients. The PDS is not applicable to our Wholesale Clients. In this Agreement, where we refer you to the PDS, that reference is specifically intended for Retail Clients.

1.3.2. As the PDS constitutes an overview of the risks involved, it is provided to you only for the purpose of helping you to understand the nature of our Products, costs, risks and rewards of the relevant Products and to help you to compare it with other Products. This Agreement comprises the primary legal agreement between you and the Company for the Services.

1.4. General Client Acknowledgements, Representations and Warranties

1.4.1. By opening an Account with us, you confirm that you have read, understood and accepted the terms of this Agreement, the PDS, FSG, RDS, and all other relevant information published on our Website.

1.4.2. You further acknowledge that:

a) The business relationship shall commence once we notify you that you have been verified as a Client upon successful completion of all applicable Anti-Money Laundering, Know Your Customer and account opening procedures. It is understood that prior to that, you will not be eligible for the Services offered under this Agreement, while you will be bound by the accepted Agreement via selecting the relevant box in the client account opening process.The terms of this Agreement set out the basis on which we will enter into Transactions with you and will govern each Transaction entered into or outstanding between you and us on or after this Agreement comes into effect.

b) CCAU will not consider your personal or financial situation or needs as we do not provide personal advice about your suitability to trade.

c) Where you are accepted as a Client, we do so on the information provided by you and you therefore represent and warrant that the information you provide is both true and correct in every respect.

d) It is your responsibility to inform CCAU of any changes to your information or your ability to trade our Products. For example, in the case of loss of employment, you may no longer meet the criteria set out in our Target Market Determination ("TMD"). In this instance, you should let us know of your changed circumstances so that we can take the appropriate steps to suspend or disable your account (as appropriate).

e) CCAU will not provide recommendations as to whether you should open, hold or close a Contract. You are entirely responsible for assessing the features and risks of the Products that we offer and seeking your own independent advice about whether they are suitable for you, before you trade with us.

f) You require uninterrupted access to your account when you hold open positions and you are solely responsible for monitoring and managing your open positions on the Trading Platform at all times.

g) You understand the nature of our products and have accepted the risks associated therewith including significant risks such as losing your entire deposit.

h) If you are a visitor of our Website, our Privacy Policy and Cookies Policy shall apply to you. You agree that if you are a visitor, you will not be able to place orders on our Trading Platform, until you have applied to become our Client and provided we accept you as our Client.

i) By accepting the Agreement you confirm that you are at least 18 years of age or the legal age of majority in your jurisdiction, whichever is higher. If you are under the age of 18 or not legally permitted to enter into binding contracts, you should not attempt to register or use our Services.

1.5. Our Electronic Services involve trading Margin Foreign Exchange Transactions (hereinafter "Margin FX Contracts") and Contracts for Difference (CFDs) and carry a high level of risk that can result in you losing all of your invested capital. Our Margin FX Contracts and CFD trading is not suitable for everyone. An explanation of some of the key risks associated with our Margin FX Contracts and CFD trading is set out in the RDS and Part 20 of this Agreement, and you should ensure that you fully understand such risks before entering into any Transactions with us.

We may offer you trading with CFDs where cryptocurrencies are the Underlying Assets. Such Products may have even higher risks than other CFDs. Please refer to Part 20 for more information about the risks associated with CFDs over cryptocurrencies.

1.6. Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Applicable Laws and Regulations and if there is any conflict between the terms of this Agreement and the Applicable Laws and Regulations, the Applicable Laws and Regulations will prevail.

1.7. This Agreement, together with the Account application form (including all appendices, annexes, attachments, schedules and exhibits and amendments, as the same be in force from time to time and modified or amended from time to time), constitute a legally bound contract between you and CCAU.

1.8. General Interpretation

a) A reference in this Agreement to a “Clause” or “Schedule” or “Part” shall be construed as a reference to, respectively, a Clause or Schedule or Part of this Agreement, unless the context requires otherwise.
b) References in this Agreement to any statute or statutory instrument or Applicable Laws and Regulations include any modification, amendment, extension or re-enactment thereof.
c) A reference in this Agreement to a “document” shall be construed to include any electronic document. Similarly, reference in this Agreement to “persons” may include any individual, firm, company, corporation, trust etc.
d) The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires.
e) Words and phrases defined in the ASIC Rules and the Applicable Laws and Regulations have the same meaning in this Agreement unless expressly defined in this Agreement.
f) A reference to the term “in writing” includes the provision of text electronically via a durable medium as defined above.

PART 2. DEFINITIONS

In this Agreement the following terminologies are defined:

Account means the account you hold with us and designated with a particular account number used for the purposes of trading on any trading platforms used by the Company either online (web version) or through CCAU's mobile application.

Agreement means this document which sets out the terms and conditions for the Services offered by the Company.

AML means Anti-Money Laundering and refers to the laws, regulations and procedures intended to prevent criminals from disguising illegally obtained funds as legitimate income. Please refer to part 7 of this Agreement.

Applicable Laws and Regulations means:

a) The Corporations Act 2001 (Cth), as may be amended from time to time;
b) The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated Rules, as may be amended from time to time;
c) Any rules and/or regulations issued by the ASIC or any other relevant regulatory authority from time to time;
d) Any other applicable laws and/or regulations of the Commonwealth of Australia and/or the State of Victoria and any other relevant jurisdiction to which CCAU is directly or indirectly subject to.

ASIC means the Australian Securities & Investments Commission, which is a statutory regulatory body.

Associate means an undertaking in the same group as us, a representative whom we appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

Australian Client Money Rules means the rules set out in Part 7.8 of Division 2 of the Corporations Act and ASIC's Regulatory Guide 212.

Base Currency means the first currency in a currency pair either Australian Dollars (AUD), or other fiat currency. The Base Currency is assigned a value of 1 when calculating exchange rates.

Business Day shall mean any day when the banks are open for general commercial business in the State of Victoria, other than a Saturday or Sunday or a public holiday in the State of Victoria.

Client means a Retail or Wholesale client, acting as the counterparty of the Company and having agreed to the terms of this Agreement with the Company as well as the other documentation referred in clause 7.2.

Contract means an Over-The-Counter (OTC) derivative Contract between you and us, which is an agreement to pay or receive the difference in value of an Underlying Asset.

Contract for Difference or "CFD" means the OTC financial instrument that we offer from time to time under the Agreement which is a contract that you enter into with us for the difference between the value of an Underlying Asset at the time of opening a Transaction and the value of such asset at the time of closing the Transaction. Types of CFDs that we offer include Commodities CFDs, Bond CFDs, Interest Rate CFDs, Foreign Exchange CFDs ("Forex CFDs"), Share CFDs, Stock Index CFDs and Cryptocurrencies CFDs.

Electronic Services means a service provided by us through our Trading Platform, for example an internet trading service offering clients access to information and trading facilities, via an internet service.

Event of Default means any of the events of default listed in Part 13 ("Events of Default").

Execution means the completion of a client Order on the Trading Platform, where the Company acts as a principal to the Client's Transaction.

Force Majeure Event means events or causes including, but not limited to, the following: an act of God, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, pandemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of CCAU's machinery or systems, unless occurring as a result of an act, omission, default or negligence of you or CCAU.

Inactive Account means if you have an inactive account and have not done any transactions through it for more than 12 months, then it will be classified as an inactive account, please see clause 5.12.

LEI means Legal Entity Identifier or an acceptable equivalent that is issued to a corporation, trust, corporate trustee or any other person or entity that is required to have an LEI.

Margin means the amount of money that you need to deposit into your Account to enter into or maintain a Contract. The amount will vary depending on the Underlying Asset and other factors.

Margin FX Contract means a leveraged foreign exchange Contract, a type of OTC derivative Product that we offer.

NBP or Negative Balance Protection means that any trading losses cannot exceed the funds in your account thereby giving you greater protection.

Order means the request/instruction given by the Client to the Company to Open or Close a Position in the Clients Account.

Over-the-counter or "OTC" means and refers to Transactions conducted outside a trading venue (i.e. off- exchange).

Product means Margin FX Contract and/or other CFDs across a range of Underlying Assets carried out subject to this Agreement and for which we are authorised under our AFS license.

Professional Account means an account that is available to Wholesale Clients who meet the relevant criteria. Professional Accounts are not afforded retail client protections.

Wholesale Client has the meaning as in Section 761G and Section 761GA of the Corporations Act 2001 (Cth). A client who is or seeks to be categorised as a Wholesale Client either has met or must meet the relevant wealth or a sophisticated investor criteria.

Retail Client has the same meaning as in Section 761G of the Corporations Act 2001 (Cth)

Secured Obligations means the net obligation owed by you to us after the application of set-off under Part 11 ("Margining Arrangements") in Clause 11.5 entitled "Set-off on Default".

Services means the financial services as described in this Agreement which will be provided by the Company to the clients in accordance with the terms of this Agreement

Spread means the difference between the purchase price ASK (rate) and the sale price BID (rate) at the same moment for the same financial instrument.

System means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use the Electronic Service.

TIN (including "functional equivalent") means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link: https://www.oecd.org/en/networks/global-forum-tax-transparency.html.
Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for individuals, a social security / insurance number, personal identification / service code and resident registration number.

Trading Desk means the trading desk operated by us at our premises.

Trading Platform means, collectively or individually, all trading platforms (i.e. Capital.com's proprietary online trading platform and the MT4 and MT5 trading platforms) that allow us to provide Electronic Services to you pursuant to this Client Agreement. The Trading Platform is accessible via our website, software programs and mobile applications.

Transaction means any transaction on Margin FX Contract and/or other CFDs across a range of Underlying Assets carried out subject to this Agreement and for which we are authorised under our AFS license.

Underlying Asset means the instrument or asset that underlies your Order or Contract and determines the value of that Contract – for example an index, commodity, bond, interest rate, currency, futures contract, equity, cryptocurrency or any other instrument or asset.

PART 3. GENERAL OBLIGATIONS

3.1. Information about Us

3.1.1. CCAU is an execution-only matched principal broker. CCAU licenses the following Website: https://capital.com/ and provides Electronic Services to you via the Trading Platform. You will open each Contract with us as principal. This means that unless we have otherwise agreed in writing, you will be treated as a client thus, you will be responsible for performing your obligations under each CFD opened by you. Dealings with you are carried out by us on an execution-only basis.

3.1.2. CCAU is authorised to provide general financial product advice only. This means that we do not consider your personal or financial situation, investment strategies, targets or needs. If you are a Retail Client, you must consider your own personal objectives, circumstances or needs, as well as the relevant PDS, before making a decision to use our Services.

3.2. Language

This Agreement is provided to you in English and we will continue to communicate with you in English for the duration of this Agreement. We may be able to offer you specialist language services from time to time in your dealings with us but please note that these are not guaranteed to be available at all times and it is your responsibility to ensure that you understand the Agreement as provided. By accepting this Agreement you consent and confirm that our official language is English. English is the primary language in which our services are provided and the binding language of all of our contractual agreements. We will have the discretion to communicate with you in other languages in addition to English. The provision of any information, including marketing material and/or any other communication, in a language other than our official language, is provided solely for your convenience and the legally binding version shall be the English language version of such documentation. Thus, in the event of a dispute or a discrepancy, the English version shall prevail.

3.3. Communication with Us

3.3.1. You may communicate with us by e-mail or through the "Contact Us" section of our Website or the mobile app. Our contact details are set out in Part 18 ("Miscellaneous") under the heading "Notices".

3.3.2. Our Website and mobile application contain further details about us and our Electronic Services, and other information relevant to this Agreement. In the event of any conflict between this Agreement and any content or information on our Website or mobile application, this Agreement will prevail.

3.3.3. CCAU records all correspondence with you and monitors and maintains records of all emails, live chats or calls between the Company and the client. In addition, the Trading Platforms maintains records of all Transactions placed by you. CCAU will maintain all records for a minimum of 7 years from the date of cessation of relationship with you.

3.4. Client Classification

3.4.1. This Agreement applies to both Retail and Wholesale Clients. Client classification will determine the level of regulatory protection that you get when you trade with us. Unless you apply for and are approved as a Wholesale Client, you will be treated as a Retail Client in compliance with the Corporations Act. Retail Clients are afforded the highest level of regulatory protection.

3.4.2. If you want to be classified as a Wholesale Client, you will need to make an application to be classified as a Wholesale Client through either our Wealth or Sophisticated Investor criteria. Your application may be declined if the relevant criteria is not met and acceptance of your application to be classified (or re-classified, as the case may be) is at our sole discretion. We may carry out additional reviews of client classification at any time at our sole discretion. We will inform you in writing if anything impacts your application or classification.

3.4.3. If you're classified as a Wholesale Client, you are responsible for providing us with any change you may have in circumstances that warrants a re-classification of your client status to Retail Client. Please refer to our Wholesale Client Information Guide which is available on our website.

3.5. Availability of the Electronic Services

3.5.1. The Electronic Services of the Company are only available to Retail and/or Wholesale clients who:

a) if an individual, is at least eighteen (18) years old and at least the legal age of majority in his/her respective jurisdiction;
b) are domiciled or located in Australia;
c) are not domiciled or located in and are not a resident of the United States of America for tax purposes. Furthermore, the use of the Online Trading Platform is prohibited from anywhere in the United States of America;
d) have provided the Company with all relevant information and documentation (which are both accurate and correct) and have completed their application;
e) at the Company's request have provided information and documentation necessary to establish the source of funds deposited with the Company;
f) are not employees, directors, associates, agents, affiliates, relatives, or otherwise connected to the Company or any representatives and or any associated companies.

3.5.2 If you are a Retail client, please refer to our Target Market Determination (TMD) published on our Website. Our TMD describes who our target market is. If you do not fall within the target market defined in this TMD, then our products and services are not intended for you. If you acquire our products and your circumstances change in a way that you no longer fall within our target market or if you acquire our products in error, please contact us immediately.

3.5.3. The use of and access to theTrading Platform may not be permitted or may be blocked in some jurisdictions. It is your responsibility to verify that you are permitted to use and access the Trading Platform according to the jurisdiction of your domicile or any country in which you may be located. Should you try to access the Trading Platform from a country other than your country of your domicile it is possible that access will not be permitted and you will be unable to access the Trading Platform and therefore open any positions or close any existing positions.

PART 4. APPLICABLE LAWS AND REGULATIONS

4.1. Subject to the Applicable Laws and Regulations

4.1.1. The terms of this Agreement and all Transactions are subject to the Applicable Laws and Regulations so that:

a) nothing in this Agreement shall exclude or restrict any obligation which we have to you under the Applicable Laws and Regulations;
b) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Laws and Regulations;
c) all Applicable Laws and Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
d) such actions that we take or fail to take for the purpose of compliance with any Applicable Laws and Regulations shall not render us or any of our directors, officers, employees or agents liable.

4.2. Action by a Regulatory Body

4.2.1. If the ASIC, or any other regulatory body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to respond to such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you.

4.2.2. If the ASIC, or any other regulatory body makes an enquiry in respect of any of your Transactions, you agree to cooperate with us and to promptly supply information requested in connection with the enquiry, if required.

PART 5. PAYMENTS COST, CHARGES, METHODS, DEPOSITS AND INDUCEMENTS

5.1. Charges

5.1.1. Fees and other charges are payable by you as a Client of the Company. A copy of our current charges is published on the Website and the mobile application. Further information in respect to costs and charges are provided in an aggregated form on the Company's Website (expressed in both a cash amount and as a percentage). The Company provides you with an itemised breakdown of costs and charges in your personal Account on the Trading Platform.

5.1.2. Alteration of charges

The Company reserves the right to modify, from time to time the size, the amounts and the percentage rates of its fees, providing the Client with a respective notification of such charges accordingly. Any alteration to charges will be notified to you in advance of the relevant change via our Website or the mobile application. It is your responsibility to keep yourself updated, and monitor and/or to check regularly the fees and charges on our Website or in the mobile application, the Company is under no obligation to make personal notifications of the alterations to the charges. Your continued use of our Trading Platform shall be considered as your consent and agreement to such changes and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those changes you should cease to use our Trading Platform and inform us immediately. The Company will endeavour to notify clients via e-mail communication of any significant alterations of charges for the Client's convenience.

5.2. Spreads

5.2.1. The Company will quote you two prices, the "ASK" at which you can buy a respective CFD, and the "BID" at which you can sell a respective CFD. The difference between the ASK and the BID prices is called the "SPREAD". The SPREAD is the only trading cost that you have to pay for the trading part of the Electronic Services. No other charges or commissions are paid by the clients to enter or exit a trade. Our spreads are quoted on both the mobile and web platforms and on the website. The spreads are dynamic due to the uncertain nature of the markets and are set at the sole discretion of the Company. Different instruments have different spreads. The spread may factor in:

- Liquidity of the product's underlying market

- General market and economic conditions

- The Company's risk appetite

- The Company's costs and profit margin

- The greater competitive landscape

5.2.2. The Company is using a proprietary model to create its pricing. A unique internally developed pricing algorithm sources prices from many price liquidity providers, assuring that the Company provides its clients the best price it can.

5.3. No Commissions or Fees for Deposits or Withdrawals

No fees are charged by the Company for deposits to or withdrawals from your Account. You will be liable for any money transfer fees in regards to your deposits and/or withdrawals, in such cases liaise directly with your bank or service provider.

5.4. Payment Methods

The Client can deposit funds to his/her trading account at any time. The following payment methods can be used: bank cards and bank transfers, payments via electronic or online payment solutions. The Company reserves the right to amend the list of payment methods without notification of its clients.

5.5. Initial And Minimum Deposits

5.5.1. The Company reserves the right to change from time to time the minimum amount of money that can be deposited to your Account at a time (the "Minimum Deposit"). The amount that currently constitutes the Minimum Deposit shall be shown to you during the depositing process.

5.5.2. For deposits processed via bank transfers, the Company shall only accept deposits that are equal to 250 AUD (or the equivalent in the Base Currency of the Client's Account) (the "Minimum Bank Transfer Deposit") or deposits that are greater than the Minimum Bank Transfer Deposit. In case the Client deposits an amount less than the Minimum Bank Transfer Deposit the Company has the discretion to decline such deposit and process its return, with all relevant bank charges deducted from the amount returned.

5.6. Prepaid Cards

Anonymous prepaid cards involve a higher risk for fraud, money laundering and terrorist financing activities. As such, the Company has established procedures to mitigate such risks from occurring. In particular, we do not accept deposits originating from anonymous prepaid card. In this respect, when such a deposit method is identified by the Company, the deposited funds are immediately returned to the Client.

5.7. Conversion into base currency

All payments to us under this Agreement shall be made in the Base Currency of the Client's Account. Investing in financial instruments with an underlying asset(s) in a currency other than your Base Currency entails a currency risk as the financial instrument is settled in a currency other than your Base Currency and hence the value of your return may be affected by its conversion into the Base Currency. Currency risk is not limited to conversions within the Trading Platform but also extends to deposits or withdrawals where currency conversion is required, as well as for the transfers between the Client's Accounts (sub-accounts) denominated in the different Base Currencies, when this is available for the Client on the Trading Platform. The conversion rate is not within the control of the Company and therefore, the Company shall not be liable for differences resulting from unfavourable conversion rates.

For the purposes of any calculation (unless expressly stated otherwise), we convert amounts denominated in any other currency into the Base Currency at the prevailing rate at the time of the calculation as shown on our platforms.

However, the Company reserves the right to add a mark-up on the conversion rates in relation to the prevailing market conditions.

5.8. Additional Costs

You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us. It is your sole responsibility to enquire about these additional costs and bear these additional costs.

5.9. Ex-post disclosure

We will provide you with an itemized breakdown of costs and charges in your account.

5.10. No Third-Party Payments or Withdrawals to Third-Party Accounts

In order for us to comply with our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act and to mitigate the risks of receiving fraudulent payments, we do not accept funds made by third parties. This means that any deposits must come from a funding method held in your own name. In case of doubt we reserve the right to ask you to provide evidence of your source of funds.

If a third party deposit is identified and you are unable to provide evidence of the source of your funds – the deposited amount less any applicable transaction fees will be returned to the same account from which it was received.

We will not process any withdrawals made by you to third parties. Withdrawals will be made to the same account from which the incoming funds were received. If it is not possible you are obliged to provide us with the documentary proof of ownership of the account to which you are requesting withdrawal.

5.11. Overnight Premium

If you hold a position open overnight, an overnight premium is subtracted from/credited to your Account. The amount of the overnight premium is specified for each instrument on our Website and the mobile app. Any alteration of the overnight premium is subject to the rules as defined in clause 5.1.2.

5.12. No Fees for Inactive Accounts

Inactive Accounts (as defined under this Agreement) will not be subject to any charge, relating to the maintenance/administration of such Inactive Accounts. However, we reserve the right to close your Account if it has been inactive for an extended period of time. CCAU will generally notify you before the account is closed but should you choose to reactivate the account (if the option is available to you), you may be required to re-verify your identity in accordance with our AML Procedures.

5.13. Guaranteed Stop Loss Order Fee (GSL Fee)

There is a fee charged when the Guaranteed Stop Loss Order is triggered and executed. The fee is charged in the form of an extra spread and is expressed in percentage. The percentage is displayed in the deal ticket when placing the Guaranteed Stop Loss Order on the Online Trading Platform. The GSL Fee is calculated by the following formula:

GSL Fee = GSL Premium * Position Open Price * Quantity

The GSL feature is not offered on the MT4 or MT5 Trading Platforms.

5.14. Dividends

5.14.1. Adjustments will be made to your Account due to dividend payments related to the underlying equity. Such adjustment will be calculated by us based on the size of the dividend, the size of your position, taxation and whether it is a buy or a sell trade. If you hold a long position, we will adjust your Account in your favour by the dividend multiplied by the long quantity as adjusted, if necessary, for taxation. If you hold a short position, we will adjust your Account in our favour by the dividend multiplied by the short quantity as adjusted, if necessary, for taxation.

5.14.2. A dividend adjustment is applied when an underlying share passes its ex-dividend date (including the ex-date of any special dividend) in the underlying stock market. However, as CCAU is dependent upon notification from an external third party we cannot under any circumstances be held liable for the consequences of any delayed adjustments.

5.14.3 Positions in the Index CFDs are subject to possible dividend adjustments, which will be made to the Client's Account. Such adjustment will be calculated by the Company in its own discretion based on the size of the dividends, the size of Client's position, applicable taxation, and nature of a trade (whether it is a "buy" or a "sell" trade). If the Client holds a long position, the Company will adjust the Client's Account in Client's favour by the dividend multiplied by the long quantity as adjusted, if necessary, for taxation. If the Client holds a short position, the Company will adjust the Client's Account in the Company's favour by the dividend multiplied by the short quantity as adjusted, if necessary, for taxation (effectively for long positions, the dividend adjustment is credited to the Client's Account; in case of short positions, the dividend adjustment is debited from the Client's account).

5.14.4 A dividend adjustment is applied when an underlying equity passes its ex-dividend date (including the ex-date of any special dividend) in the underlying stock market (meaning when a position is left open at the settlement time of the previous trading day). However, as the Company is dependent upon notification from an external third party under no circumstances the Company shall be kept liable for the consequences of any delayed adjustments.

5.15. Rebates for the Wholesale Clients

The Company may, at its sole discretion, pay rebates to the Wholesale Clients based on their trading activity. The terms of any such rebates will be set out in separate agreements or offerings, public or individual, which shall form an integral part of the Agreement. For the avoidance of doubt, no rebate shall be payable where, on the designated payment date, the Wholesale Client's Professional Account has been closed or suspended, or the Client has failed to complete the Company's verification requirements.

The Company reserves the right, at its sole discretion, to withdraw or revoke any rebates credited to the Wholesale Client's Professional Account in the circumstances and subject to the conditions set out in the separate agreements or offerings referred to above, or as otherwise communicated to the Wholesale Client in accordance with the Agreement.

5.16. Rounding of overnight fees, dividends and other cash adjustments

For the purposes of calculating overnight fees, dividends and other cash adjustments related to positions the Company will follow conventional rounding rules, i.e. round to nearest cent or unit, and if at exactly a half, round up for positive numbers and down for negative numbers.

PART 6. EXECUTION OF CLIENTS' TRANSACTIONS

6.1. Execution Only - No provision of Financial or Investment Advice

We deal on an execution only basis and do not advise on the merits of particular Transactions, or their taxation consequences as each tax treatment depends on the individual circumstances of each client and clients' tax jurisdiction. Please seek independent tax, financial or investment advice if required.

6.2. Own Judgement and Suitability

Without prejudice to our foregoing obligations, in asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, experience, a good understanding of the market, and have sought your own advice where necessary, to make your own evaluation of the merits and risks of any Transaction with our Products or any particular OTC Products are suitable for you. We give you no warranty as to the suitability of the Products traded under this Agreement and assume no fiduciary duty in our relations with you.

6.3. Incidental Information

Where we do provide generic trading recommendations, market commentary or other information:

a) this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to advice;
b) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
c) we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
d) you accept that prior to dispatch, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other Clients. Any published research reports may appear in one or more screen information services.

6.4. Conflicts of Interest Policy

6.4.1. Under Applicable Laws and Regulations, the Company is required to have arrangements in place to manage conflicts of interest between the Company and its clients and between other clients. The Company will make all reasonable efforts to avoid conflicts of interest when they cannot be avoided. The Company shall ensure that you are treated fairly and at the highest level of integrity and that your interests are protected at all times.

6.4.2. You acknowledge that we provide our Services to a broad range of Clients and have numerous counterparties and circumstances may arise in which we, our Associates, or any relevant person may have a material interest in a Transaction with or for you or where a conflict of interest may arise between your interests and those of other clients or counterparties or of ourselves.

6.4.3 CCAU may from time to time have a contractual arrangement with Affiliates and/or Introducing Brokers who may be remunerated for referrals. In these instances, CCAU will comply with Applicable Laws and Regulations and clients who are referred to acknowledge and understand that referrers may be compensated.

PART 7. AML AND CLIENT ACCOUNT OPENING PROCEDURES

7.1. Account Opening

7.1.1. Before you can place an order with the Company, you must read and accept this Agreement, the trading policies as outlined in Part 8 below, and all applicable Schedules (if any). If you are applying for a Professional Account, then our Wholesale Client Information Guide is applicable to you. You must also deposit sufficient funds in your Account and your client registration form and all accompanying information and/or documents must be approved and verified by the Company.

7.1.2. You agree and consent to us, or agents acting on our behalf, making a verification request to an electronic identity verification service provider to assist in verifying your identity for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), 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. We will only collect Personal Information which is necessary to perform the services contemplated by this Agreement. If you do not wish for your Personal Information to be disclosed to an electronic identity verification, you must notify us prior to us making the verification request, and we will provide you with an alternative means of verifying your identity.

7.2. Documents

7.2.1. When accepting a new client, the Company is required to have satisfactory evidence of a client's identity, economic profile and financial background. The Company requires all clients to enter into an agreement with the Company by completing the account opening documentation which is tailored to extracting this information.

7.2.2. The documents required for the verification of your identity to approve the registration of your Account, has to be provided to the Company before the establishment of a business relationship.

7.2.3. The Company will assess and verify the provided documentation and, if everything is in line with the Company’s procedures and AML legislative requirements, an approval of your registration as a Client will be sent to you by e-mail to the email address that you have provided during the registration.

7.2.4. In case, the documents requested during your registration are not provided, the Company will not be able to continue with the account opening process.

7.2.5. Upon the approval of your registration, you will be notified by e-mail to the address you have provided during the registration of the Account.

7.2.6. The Company may, in its sole discretion, at any time during the business relationship with the Company, request additional documents, including but not limited to the identification documents, proof of funds, evidence of your sources of funds, proof of ownership of the payment methods, as well as selfies with requested documents. Failure to provide us with these documents may constitute grounds for termination of your account, at our sole discretion.

7.3. Client Qualification

7.3.1 Pursuant to our regulatory obligations, we will require you to, during the account opening procedure, provide the necessary information to enable us to determine whether you have prior experience and/or knowledge of our products. If you are applying for a Professional Account, we must be satisfied that you meet the relevant wealth and/or Sophisticated Investor criteria. Please refer to our Wholesale Information Guide for information on the applicable criteria.

7.3.2. If you do not provide us with the information requested in the application process or if you provide us with incorrect or incomplete information, you will adversely affect our ability to correctly carry out our obligation and thus, you may be given access to Products that should not be provided to you.

7.4. Registration Approval

Upon the approval of your registration, you will be notified by e-mail to the address you have provided during the registration of the Account.

7.5. Additional Requirements

The Company may, in its sole discretion, at any time during the business relationship with the Company, and on reasonable grounds, request that, in addition to online acceptance of this Agreement, the Client must complete and submit any signed documents as required by the Company, including but not limited to this Agreement, the PDS and the Risk Disclosure Statement.

PART 8. TRADING POLICIES AND PROCEDURES/ORDERS

8.1. Placing Orders

Unless telephone trading services are offered and agreed by us, you must give us instructions in electronic form through the Website or the mobile application or any other Trading Platforms provided by us.You accept that all instructions should be placed manually and any use of an automated data entry system or tampering in any way with the Trading Platform is expressly and strictly prohibited, unless otherwise is specified in clause 8.25.8 of these Terms. In this Agreement “instructions” and “orders” have the same meaning. When placing an Order, if it becomes pending, the funds required for its execution are blocked from the free funds available in the Client’s Account (the blocked funds cannot be used for other Orders, until the pending ones are executed or cancelled).

8.2 Telephone Trading

You may use telephone trading services if: (a) we invite you to use telephone trading services offered by us during trading hours of the relevant Underlying Market provided you meet certain requirements as determined by us from time to time; or (b) you require the telephone service as an alternative form of communication where your normal other form of

communication (for example via our Trading Platform) is unavailable.

The Costs and Charges quoted via the telephone service may in certain circumstances differ from that which is displayed on our Trading Platform. We will not accept any instructions in relation to a Transaction where such instructions are received solely in the form of messages left on our voicemail facilities. Where you instruct us by telephone in accordance with the terms of this Agreement, you must only do so by talking directly to one of our authorised staff members via one of our recorded landlines. We reserve the right not to provide a two-way price to you on the Instruments we offer you.

Although Orders may be placed over the telephone as provided under this clause 8.2 it is your responsibility to monitor and manage such telephone Transactions and your Account via the Trading Platform. Execution of an Order will only be confirmed by telephone and/or email if this is specifically requested.

8.3. Types of Orders Accepted

8.3.1. An Order is an offer to open or close a Tansaction if our price moves to, or beyond, a level specified by you. Our approach is to place Orders as a principal and notan agent on your behalf; we are the sole counterparty to your trades. The Trading Platform supports the following types of orders:

a. A **Market Order** is an instruction to buy or sell a CFD immediately in a specified size at the best available market price for that size and it will be executed immediately at the best available market price(the price might change before execution, especially with less liquid financial instruments). When you place a Market Order with us you acknowledge that the price might change before execution, especially with less liquid financial instruments. This order type does not allow any control over the price it will be filled at. Market Orders can be placed only during the trading hours of the underlying asset. Where there is insufficient liquidity available for the specified size your Market Order will be partially filled while the remaining quantity will be cancelled by the system. A Market Order can have taken Profit/ Stop Loss Orders attached.

b. A **Limit Order** is an instruction which allows the Client to set a minimum price (for a sell order) or a maximum price (for a buy order).. This gives you a control over the price at which the Limit Order is executed, however this Limit Order may never be executed (or filled). A Limit Order can be used to either open or close a position. When there is insufficient liquidity available for the specified price your Limit Order will be partially filled with the remaining quantity actively pending until it is fully filled or cancelled. Once a Limit Order is triggered it will be executed at a level that is the same or better than the level specified by you. Limit Orders can have Take Profit and Stop Loss orders attached.

c. A **Working Order** is a general term for opening either a Stop or Limit Order. This allows the Client to buy or sell a stock once it meets the stop price predetermined by the Client.

d. A **Stop Market Order** is an instruction to execute a trade when a price level (the Stop Market Level) is reached that is equal to or worse than the current best price (a Stop Market Order). When the Stop Market level is reached, the Stop Market Order will trigger and a Market Order will be sent to execute the trade at the best price available at the time the Order is placed for the quantity you wish to buy or sell. Your execution price may be better or worse than the Stop Market Level you set depending on the liquidity available and the size of your Order. Stop Market Orders can be placed and/or cancelled at any time, even when the market is closed. In order to amend a Stop Market Order, you would need to cancel the existing one and place a new Stop Market Order provided the market conditions allow that. Stop Market Orders can be used to open or close a trade set during our date and time option or Good Till Cancelled (GTC). This means that for set date and time orders any portion of the Stop Market Order which has not been executed during the timeframe in which the Order was placed is automatically cancelled at the set date and time. It may be the case that your Stop Market Order could be partially executed if there is insufficient liquidity to cover all of your Order at the time your Stop Market Order is triggered. A “GTC” Stop Market Order would remain a working order until you choose to cancel it, if it is cancelled because you are on a margin call, or your Order is filled and becomes a position. Take Profit and Stop Loss Orders attached to Stop Market Orders will be set at a specified level away from the worst execution price received (e.g. 50 points away from the highest Offer price for a Long Market Order). Your Take Profit and Stop Loss Orders will not be set at a level relative to the volume weighted average opening price of your Order.

e. A **Take Profit** is an order that can be attached to working orders, market orders or open positions, to close a position at a price that is better than the current price. This order type is primarily used to lock in profits from a position. If the market has moved to the opposite direction of a position, it is possible to set up a Take Profit at a price that is better than the current price but worse than the opening price. Thus, it is possible to limit losses with a Take Profit order. Where a Take Profit Order is attached to a working order it will be a contingent order that would become active once all or part of your opening order has been executed giving rise to a position being opened on your Account. The Take Profit Orders will be filled at the predefined price. If a Take Profit Order is partially executed because there is insufficient liquidity at the price you specified, the remaining part of your order will be active until your price level is reached again and more liquidity is available. A Take Profit Order will remain active until it is executed or removed, or the open position is closed

f. A **Stop Loss** is an order that can be attached to working orders, market orders or open positions, to close a position at a price that is worse than the current price. This order type is primarily used to limit the potential losses you can incur from an open position. If the market has moved to the direction of a position, it is possible to set up a Stop Loss at a price that is worse than the current but better than the opening price. Thus, it is possible to lock profits with a Stop Loss order. If the Stop Loss level is reached, the Stop Loss Order is executed as a Market Order at the best price available for the quantity you wish to buy or sell. A Stop Loss Order will remain active until it is executed, or removed, or the open position is closed. If a Stop Loss Order is partially executed because there is insufficient liquidity, the remaining part of your order will be active until your price level is reached again and more liquidity is available.

We do not guarantee that a Stop Loss Order will be filled at the price specified.

g. A **Guaranteed Stop Loss Order** is an order that can be attached to working orders, market orders or open positions, to close a position at an exact price determined by you that is worse than the current price. This order type is used to limit the losses you can incur from an open position. If the market has moved to the direction of a position, it is possible to set up a Guaranteed Stop Loss at a price that is worse than the current but better than the opening price. Thus, it is possible to lock profits with a Guaranteed Stop Loss order. When accepting your Guaranteed Stop Loss Order we guarantee that when our bid or offer quote goes beyond the price specified by you, we will close your position at exactly the price specified. An open position can be closed at your initiative before reaching the Guaranteed Stop Loss Order level. As we guarantee your close out price, there is a fee charged when the Guaranteed Stop Loss Order is triggered and executed.

8.3.2. Limit Orders and Stop Loss Orders for equity CFDs are executed based on the preceding ex-dividend prices and if not fully executed before the occurrence of the forthcoming Corporate Event, entitling the Client to a dividend for the equity CFD position(s) he/she currently holds, the Client's relevant CFD position(s) will be closed by the Company prior to that Corporate Event at the then prevailing market price. Similarly, the Company will ask the Client to close any affected pending Limit Orders and Stop Loss Orders before the forthcoming Corporate Event or will do so on its own.

8.3.3. Limit Orders and Stop Loss Orders applied to equity CFDs based on cum-dividend prices will be valid for the ex-dividend price (and vice versa) unless specifically cancelled by the Client.

8.3.4. We may introduce new types of Orders from time to time by posting a relevant alert and updating the current information on our Trading Platform.

8.3.5. We may introduce restrictions on a temporary basis regarding a certain type of Order or all Orders.

8.4. Terms of Acceptance for Orders

8.4.1. It is your sole responsibility to clearly indicate the terms of an Order when entered, whether it is a Market Order, Limit Order, Take Profit, Stop Loss or any other type of Order, including the relevant price and lot size.

8.4.2. You acknowledge and agree that, despite our best efforts, the price at which execution occurs may be materially different to the price specified in your Order. This may result from sudden price movements in the Underlying Assets or other reasons that are beyond our control.

8.4.3. The Company shall have no liability for failure to execute Orders.

8.4.4. The Company shall have the right, but not the obligation, to reject any Order in whole or in part prior to execution, or to cancel any Order, where your Account contains Margin that is insufficient to support the entire Order or where such Order is illegal or otherwise improper. CCAU will be required to exercise a margin close out protection if the net equity of the Client's CFD trading Account is less than the aggregate close out protection amount. If your net equity is at 50% or falls below 50% of the initial Margin requirements, we will close out some or all of your open positions in the below order:

1. All pending Orders are closed
2. If the Margin Level is still below 50%, then all losing open trades on open markets are closed*.
3. If the Margin Level is still below 50%, then all profitable open trades on open markets are closed*.
4. If the Margin Level is still below 50%, then any other positions will be closed as soon as the respective markets open.

*Please note that not all markets are open at the same time. Hence, a profitable trade may be closed before a losing one.

8.4.5. Notwithstanding any other provision of the Agreement, for certain Products where the Underlying Asset is a cryptocurrency and which are designated by the Company from time to time, the Company may determine that execution of a Client Order will be conditional upon the execution by the Company of a corresponding hedging transaction with a third-party liquidity provider. Clients continue to transact solely with the Company on an OTC principal basis and no direct client relationship is created with any third-party liquidity provider or external venue.

Where this applies:

a. the Client's Order may be filled in full, in part, requoted or rejected, depending on the execution of the corresponding hedging transaction by the Company with the relevant liquidity provider, and any portion of the Client's Order that cannot be hedged immediately may be cancelled rather than remaining pending;
b. the execution price of the Client's Order may be based on the execution price achieved by the Company in the corresponding hedging transaction and may therefore differ from the quoted client price at the time the Order was submitted; and
c. where part of the Client's Order is executed at a price based on the corresponding hedging transaction and the remainder is executed at the quoted client price, the final execution price for the Client's Order may be the volume-weighted average price of the two.

8.5. Execution Parameters

8.5.1. If there are no specific instructions from the Client on how to execute the Order, we will consider several execution factors to ensure that we manage the Order on terms most favourable to our Client. These execution factors include:

a. price;
b. speed;
c. likelihood of execution and settlement;
d. costs;
e. size and nature of the Order;
f. any other considerations relevant to the execution of the order.

8.5.2. It is emphasized that the specific instructions as mentioned above prevent the Company from taking the steps that it has designed and implemented in order to ensure the best possible result for the execution of those Orders in respect to the elements covered by those instructions. We do not consider the above list exhaustive and the order in which the above factors are presented shall not be taken as an indication of their priority.

8.5.3. The best possible result for our Clients will be determined in terms of the total consideration, represented primarily by the price of the financial instrument and the costs related to the execution. The costs related to the executions include the expenses incurred by the Client which are directly related to the execution of his/her order.

8.5.4. The other execution factors of speed, likelihood of execution, size, nature or any other relevant consideration will, in most cases, be secondary to the price and costs considerations, unless they would deliver the best possible result for the Client in terms of total consideration.

8.6. Cancellation/Withdrawal of Instructions

8.6.1. Non-market orders may be cancelled via the Trading Platform but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions.

8.6.2. Executed instructions may only be withdrawn or amended by you with our consent.

8.6.3. The Company shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such an order to be cancelled.

8.7. Right not to Accept Orders

We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason but we shall promptly notify you accordingly.

8.8. Control of Orders Prior to Execution

8.8.1. We have the right (but not the obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added by us at our absolute discretion and may include (without limitation):

a. controls over maximum or minimum order amounts and maximum or minimum order sizes;

b. controls over our total exposure to you;

c. controls over prices at which orders may be submitted (to include, without limitation, controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);

d. controls over the Electronic Services (to include, without limitation, any verification procedures to ensure that any particular order or orders has come from you); and/or

e. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.

8.9. Trade Adjustments

8.9.1. Clients must be aware that CFD Transactions carry a high degree of risk. The amount of initial margin may be relatively small with regard to the value of the instrument so that transactions are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds that the Client has deposited or will have to deposit. This may work against as well as for the Client.

8.9.2. The Company exclusively reserves the right to widen its variable spreads, adjust leverage and/or increase the margin requirements without notice under certain market conditions including, but not limited to, when the Company's Trading Desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility.

8.10. Execution of Orders

We shall reasonably endeavour to execute any order promptly, but in accepting your Orders we do not represent or warrant that it will be possible to execute such an order or that execution will be possible according to your instructions. If we encounter any material difficulty, relevant to the proper carrying out of an order on your behalf, we shall notify you promptly or as soon as we reasonably can.

Despite the above, we will endeavour to execute orders on terms most favourable to our clients and to achieve a result which provides, in our view, the best balance across a range of sometimes conflicting factors (see clause 8.4).

We take all the appropriate measures to manage any possible conflict of Interest that may arise in accordance with the provisions of our Conflict of Interest Policy.

8.11. Hedging Mode

The Company offers its clients "Hedging Mode" trading. What is a hedging mode and how to use it in trading can be found on our website here.

8.12. Reporting Transactions and Account Statements

8.12.1. Trade Confirmations

Confirmations for all Transactions that we have executed on your behalf on that trading day will be available on the online trading platforms and mobile app, they are updated online for each Transaction which is executed. Confirmation of execution and statements of your Account(s), in the absence of manifest error, shall be deemed correct, conclusive and binding upon you, if not objected to within three days by email, if orders were placed through the Company's Online Trading Platform. In cases where the prevailing market represents prices different from the prices posted online by the Company on the Website and the mobile app, the Company will attempt, on a best efforts basis and in good faith, to execute Market Orders on or close to the prevailing market prices. This may or may not adversely affect Client's realized and unrealized gains and losses. The Client might request to receive the Account statement monthly or quarterly via email, by providing such a request to the Client Support Department (support.au@capital.com).

8.12.2. Transaction Reporting

We may be obliged under Applicable Regulations to make public certain information regarding our Transactions with you. You acknowledge and agree that we are entitled to disclose such information and that such information held by us shall be our sole and exclusive property.

You agree to provide us with all information that we may reasonably request for the purpose of complying with our obligations under Applicable Regulations and that you consent for us to provide to any third party such information about you and your relationship with us pursuant to this Agreement (including but not limited to your Transactions or money on your account) as we consider, acting reasonably, appropriate or as required to comply with any Applicable Regulations or Term of this Agreement.

If you are a legal entity, our Transactions with you may need to be reported under Applicable Regulations. If they are required to be reported, you agree that we will generate the unique trade identifier in relation to each relevant Transaction. Please contact one of our employees for this information or visit our website.

If you are a legal entity, you agree that we may in certain circumstances obtain a Legal Entity Identifier (LEI) on your behalf. You agree that we may do so if we consider that it is necessary in order to allow you to enter into Transactions with us and that we may pass on to you any charge we incur to obtain a Legal Entity Identifier (LEI) on your behalf and to levy an administration charge to cover our costs in doing so. Please contact one of our employees for this information or visit our website.

It is your responsibility to ensure that you notify us of any changes to your contact details, including updating your LEI, where applicable. CCAU reserves the right to suspend or terminate and close your Trading Account and/or any open Positions without notice to you where it cannot be reasonably be expected to notify you of such closure including, but not limited to, instances where it suspects illegal or fraudulent activity has occurred, where you have failed and/or refused to provide updated and accurate information relating to your account (including LEIs where applicable), where closing your account on notice would be in contravention of a legal or regulatory requirement imposed on CCAU or where notifying you would cause harm to CCAU or any of its clients.

8.13. Improper or Abusive Trading

8.13.1. The Company's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the Online Trading Platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.

8.13.2. Should you execute transactions falling within the definition of Market Abuse or execute trading strategies with the objective of exploiting such misquotation(s) or acting in bad faith, including acting in any other way to abuse and/or gain any unfair advantages when using our Online Trading Platform or Services, the Company shall consider this as improper or abusive behaviour.

8.13.3. Should the Company determine, at its sole discretion and in good faith, that you are taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading, including but not limited to:

a. fraud/illegal actions that led to the transaction;

b. use of an automated data entry system, mass data entry system, any electronic devices, robots, high speed trading system, or any kind of software or program, or automated software algorithms which might manipulate, alter, tamper with or otherwise abuse our Online Trading Platform or give you an unfair advantage when using our System or Services;

c. orders placed based on manipulated prices as a result of system errors or system malfunctions, or transactions executed when the Online Trading Platform indicates an anomalistic price for underlying assets (i.e. the price which does not expressly correspond to the current market price for them)

d. arbitrage trading on prices offered by our platform as a result of systems errors or any other arbitrage practices (including but not limited to latency abuse), price manipulation or time manipulation, including but not limited to that which aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer price;

e. coordinated transactions in order to take advantage of systems, system errors and delays on systems updates, including but not limited to actions, coordinated between different clients, aimed at making profit (generating income) out of the application of such functions (opportunities) of the Online Trading Platform as the Negative Balance Protection and the "Stop-loss order", as well as any other action(s), including those coordinated between different clients and/or acting in tandem with third party(-ies) aimed at making profit (generating income) from the application of functions (opportunities) of the Online Trading Platform not in accordance with the purposes of such functions (opportunities); and/or carrying out "oppositely directed" ("mirror") Transactions (operations) (i.e. Long position and Short position) within one market or in relation to the same underlying asset, opened with insignificant time difference and/or difference in prices for underlying assets on one on the same device and/or) from one and the same IP-address but with the use of different Accounts (created in the name of different persons and/or entities), including those aimed at making profit (generating income) from the application of functions (opportunities) of the Online Trading Platform;

f. orders placed with the use of inside information (i.e. abusive exploitation of privileged confidential information, the misuse of information or directors trading shares of their own companies);

g. any other unfair, abusive, manipulative, or illegal way of using our Services or Platform; or use of any device, software, program, algorithm or any trading strategy that aims to manipulate, alter, tamper with or take unfair advantage of our Services or Platform,

then the Company will have the right to:

i. adjust the price spreads available to you; and/or

ii.restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or

iii. obtain from your Account any historic trading profits that you have gained through such improper or abusive trading as determined by us at any time during our trading relationship; and/or

iv. reject an order or to cancel a trade; and/or

v. make any corrections or adjustments to your Account; and/or

vi. immediately terminate our trading relationship, and/or

vii. suspending the Client's account, including freezing of funds, as described in clause 9.10; and/or

viii. take any of the enforcement measures, provided in clause 12.3.

8.13.4. Without prejudice to clause 8.13.3, the Company may allow the use of the tools which are technically integrated into the platforms used by the Company for the provision of the Electronic Services (specifically, but not limited to, the MT4 and MT5 Trading Platforms). However, the Company reserves the right to assess whether such use remains appropriate and whether such use does not qualify as improper or abusive trading or whether it violates this Agreement and/or terms of use of the relevant Trading Platform. In case of any breaches, the Company is entitled to undertake the measures prescribed by this Agreement, including clause 8.13.3.

8.14. DemoTrading

The Company may offer the demo trading via the Trading Platform. Demo trading is conducted in a simulated environment using virtual funds and does not involve real market exposure. Conditions on a demo account may differ from those of a live trading environment.

8.15. Disabling and Cancelling Deposits

8.15.1. We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:

a. if you fail to provide the Company with any documents it requests from you either for Client identification purposes or for any other reason;
b. if the Company suspects or has concerns that the submitted documents may be false or fake;

c. if the Company suspects you are involved in illegal or fraudulent activity;

d. if the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen;

e. where the Company considers that there is a chargeback risk; and/or

f. when you deposit ten thousand (10 000) AUD or more (or an equivalent of the same in one of our Base Currencies) or if you make over ten (10) separate deposits to your Accounts and the Company is unable to verify your credit or debit card details or is unable to verify any other payment method used.

8.15.2. In case of cancelled deposits, and if it is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned only to the bank account that they have been initially received from.

8.16. Performance and Settlement of Transactions

8.16.1. You will promptly deliver any instructions, money or documents deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us.

8.16.2. The Company shall proceed to a settlement of all transactions upon execution of such Transactions.

8.15.3. Following execution of the order, we will send you an electronic confirmation in respect of that Transaction as soon as reasonably practicable, and in any event within the time required by the relevant laws and regulations.

8.16.4. In cases of technical or human errors during a Transaction resulting in crediting unsolicited funds to your trading or banking account or other payment method you agree that the erroneous Transaction will be void from the outset and you will be liable to return to us any erroneously transferred funds according to clause 17.4.3.

8.16.5. At its sole reasonable discretion CCAU may temporarily introduce or amend the minimum or maximum size of any Order in any Investment (CFD) and will try to provide the Client with the possibility to close the entire investment, which was affected. Notification of any such restrictions beforehand is mandatory.

8.17. Consent

You consent to receive all Account information, Trade Confirmations and Account Statements through a durable medium. If you no longer wish to receive such information through electronic means, you must notify us and revoke this consent in writing or by phone (i.e. live chat, email, phone call). However, if you revoke your consent, your access to our Trading Platform may be restricted or terminated at our sole discretion.

8.18. Position Limits

We may require you to limit the number of open positions which you may have with us at any time and we may in our sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

8.19. Withdrawals

Without prejudice and subject to this Agreement and all Applicable Laws and Regulations funds may be withdrawn by you from your Account once your withdrawal request is processed and approved, provided that such funds are not being utilized for margin purposes or have otherwise become owing to us, there is a remaining positive balance on your Account and the Account is approved following the verification of the Client as per the applicable Anti-Money Laundering Laws and Regulations governing the Company.

We will process your request to withdraw funds on the same day that the request was received, or the next working day if your request is received outside of our normal business hours.

Your withdrawal request will be processed by us and sent to the same bank, credit card or other source for execution owned by you. The Company may, at its own discretion, execute a withdrawal request to another method used for deposit than your requested method of withdrawal. No Account withdrawals to third parties will be processed by the Company.

If you request a withdrawal of funds from your Account and we cannot comply with it without closing some part of your open positions, we will not comply with the request until sufficient positions are closed, and we have established that you have a positive balance on your Account to make the withdrawal.

The Client shall have the right to withdraw money from the Client's Account up to the amount of the free money available to its account.

Payments to third parties from the Client's Account will not be allowed. Bank deposits from third parties to the Client's Account shall not be accepted either. The Client shall have the right to transfer money to the Company's bank accounts only after entering into an agreement (accepting the Terms of this Agreement) with the Company and receiving a username and password.

8.20. Negative Balance Protection

Negative balance protection is applicable to your Account when you are categorised as a Retail Client. This means that if your Account falls into a negative balance, we will adjust the balance on your Account back to zero at no cost to you. The total losses on your CFD positions will therefore be limited to the funds in your trading Account. However, with CCAU you will not remain liable for any negative balances which cannot be covered by the closing out of all your positions.

For Retail Clients, negative balance protection under ASIC Corporations (Product Intervention Order – Contracts for Difference) Instrument 2020/986 limits retail losses to only the monies deposited with CCAU. Retail Clients will not be required to pay us further funds.

For Wholesale Clients, the Company does not offer negative balance protection, however may, at its sole discretion, offer limited negative balance protection from time to time. This may be subject to change. Please refer to our website and the Wholesale Client Information Guide published on our Website for more information.

8.21. Corporate Events

8.21.1. The Client has no rights or obligations in respect of the underlying instruments or assets relating to his/her CFD. Specifically, in case of an equity CFD the Client will not receive any voting rights. However, the underlying instrument can be affected by various corporate actions (hereinafter “Corporate Events”).

A “Corporate Event” is any action or event, whether temporary or otherwise, in relation to an underlying asset(s) of the CFD, or in relation to the issuer of the underlying asset(s) of the CFD, which would have an effect on the value, legal characteristics or ability to trade the underlying asset(s) or the CFD based on or referencing such underlying asset(s), including but not limited to: distributions or the grant of entitlements to existing holders of rights in the underlying asset(s), dividend payments, the granting of rights to purchase, subscribe or receive any underlying asset(s) (whether for free, on preferential payment terms or otherwise) or cash, placings, rights issues, bonus/scrip issues, capitalisation issues and similar issues, mergers or takeovers relating to the issuer of the underlying asset(s), sub-divisions, splits, reductions (including share buy-backs), consolidations, reclassifications, restructurings, cancellation or suspension of listing of the underlying asset(s) or the issuer of the underlying asset(s), and any action or event analogous to any of the foregoing or otherwise that may have a dilution or concentration effect on the value of the underlying asset(s) of the CFD.

8.21.2. In case a Corporate Event will occur while the Client is holding an open CFD position or has a pending order affected by such event, we will endeavour to notify the Client of such Corporate Event, accomplished or yet to occur, as soon as it is reasonably practicable, however the Company reserves the right to act without prior notifications. Corporate Events can be amended, withdrawn or cancelled at any time. These changes are beyond the control of the Company, who is not responsible for any loss of the Client in this regard. According to the type of Corporate Event, the Company will inform the Client of the action(s)/adjustment(s) to be taken, if any, including the possibility of closing the affected position(s), including any pending order(s). In relation to the above, depending on the type of Corporate event, the Company may be required to make an adjustment to the size and/or value and/or number of the related position(s), including also the possibility of opening the new position(s) or closing of the existing position(s) at the last available price. Such adjustment will account for the diluting or concentrating effect of the Corporate Event in order to preserve the economic equivalent of the rights and obligations of the parties in relation to that position(s). Any action taken by the Company will be effective from the date determined by the Company and shall be binding, however, for the avoidance of doubt, the said actions may be retrospective. Closing of Client's CFD position(s) affected by a Corporate Event will not take place in case of dividend payments related to underlying equities. In this case adjustments will be made to the Client's Account, such adjustment will be calculated by the Company based on the size of the dividend, the size of Client's position, taxation and whether it is a buy or a sell trade.

8.21.3. In accordance with this agreement with the Company in case of stock split the following steps might be applied:

- the Company may be unable to apply the split to fractional investments;
- because of step 1 we may offer to pay the Client a cash equivalent of holding at the time of the stock split as an alternative, which may result in the Client no longer holding shares in the affected securities;
- The Company has no obligation to obtain the Client's consent prior to taking the action in accordance with step 2.

8.22. Product termination

We may require you to close any of your positions which you may have with us and which may be or have been affected by product termination, no price provider or other relevant reasons, or we may close any of such positions at last available prices without prior notification at our sole discretion.

8.23. Expiring CFDs

Certain CFDs shall have an expiry date. On the expiry date an open position on the expiring CFD will be closed automatically at the then prevailing or last available market price. Weekend FX CFDs have a settlement price as defined in the relevant KID. Any affected pending order(s) will be cancelled. Nothing precludes the Client from closing the relevant position and cancelling the affected pending orders prior to the expiry date. The expiry date for the relevant CFD shall be published on the relevant section of the Company's website and on the mobile app.

8.24. Circumstances under which the CFD may mature or be terminated

a. The CFD will end with the closing of the Client's position;
b. The Client's position may be closed by the Client at any time during the trading hours indicated on the Website;
c. The Client's position may be closed at the initiative of the counterparty when there is excessive usage of the margin or the position's margin falls below required minimum as set by the counterparty to protect the Client from the accumulation of large losses that would be expressed in a negative account balance;
d. The Client's position may be closed at the initiative of the counterparty in the case that an underlying asset of the CFD is no longer trading;
e. The Client's position may be closed at the maturity of an underlying asset (for instance with CFDs on Futures and Commodities);
f. The Client's position may be closed at the initiative of the counterparty in the case that changes to the liquidity of the instrument in the market mean that risk cannot be properly hedged;
g. The Company will be required to close client positions if the client's account drops below 50% of the initial margin requirements. The Company will close the client's positions until the account reaches 50% of the initial margin requirements, or until there are no open positions.
h. The Company may terminate a client's position at its sole discretion.

In addition, you understand in regard to trading with CFDs over cryptocurrencies that we may at own discretion close your positions and pending Orders when:

a. Underlying cryptocurrencies are delisted or removed from trading at any cryptoexchange where the underlying cryptocurrencies are listed (traded), or we have consideration that such circumstances are to be occurred likely;

b) When the Crypto Event (as defined in clause 20.2.3 of this Agreement) occurs in respect of the underlying cryptocurrencies. Please refer to clause 20.2.3 of this Agreement for more details;
c) Underlying cryptocurrencies are no longer supported as Underlying Assets for CFDs by us for any other reasons.

8.25. Trading Platform

8.25.1.The Company provides its Trading Platform pursuant to this Agreement and will allow you to open positions and monitor the activity in your Account by granting you access to the Trading Platform(s). You may choose the Trading Platform you prefer to use.

8.25.2. Please take note that the MT4 and MT5 platform are third-party trading platforms provided by MetaQuotes,, and additional terms and conditions regarding the use of the MT4 and MT5 Trading Platforms may apply. These terms and conditions, where applicable, will appear in the MT4 or MT5 Trading Platform. You are responsible for ensuring that you read and understand these terms and conditions. By using the Trading Platform(s) and/or its features (e.g., 'one-click trading'), you will be deemed to have read, understood and agreed to those terms and conditions.

8.25.3. MT4 and MT5 are third-party platforms and are provided to you "as is". The Company does not make any representations or warranties in respect of the Trading Platform and in particular, in respect of MT4 and MT5 Trading Platforms. This includes, but is not necessarily limited to, warranties or representations relating to:
access; or
the accuracy of the financial information or trading history of a user stored on MT4 or MT5;
that the use of the Trading Platform will be uninterrupted or error free; or
that the Electronic Service will meet any specific criteria with respect to its performance, fitness for purpose or quality.

You agree to use the Trading Platform as permitted by the terms of this Client Agreement, any other terms and conditions presented in theTrading Platform, our policies and any Applicable Laws and Regulations, all of which may be subject to change from time to time, with or without notice to you.

8.25.4. The Company cannot be held liable, to the extent permitted by law, for any losses or damages suffered or incurred from the use, operation or performance of MT4 or MT5 Trading Platforms. The Company shall not, under any circumstances, be responsible or liable for any direct, indirect, punitive, incidental, special or consequential damages that arise from any fault, inaccuracy, omission, delay or any other failure of the Trading Platform.

8.25.5 You are responsible for securing your password and logins and preventing unauthorised access and use of the Trading Platform.

8.25.6 By trading through our Trading Platform, you acknowledge and agree that you are liable and responsible for all trades executed on your Account irrespective of whether they were executed by you personally or by a third party.

8.25.7 You agree that the use of the Trading Platform is at your risk. You are responsible for any losses resulting from the use of any software and/or any other electronic material or device obtained via the Trading Platform, including loss arising out of your use of third party automated trading tools including but not limited to expert advisors, copy traders, signal providers or robo advisors (where these are permitted). The Company does not offer this software/material and accordingly we do not provide technical support in relation to the use of such software/material or devices nor will we assume liability for any loss you incur as a result of your use of thereof. The Company reserves the right to instruct that you cease using automated trading tools where the use thereof is inappropriate and unreasonable.

8.25.8. Further to clauses 8.1, 8.13.4, 13.1 of this Agreement, the Company may permit using the automated data entry systems, robots, automated software algorithms and/or other similar systems and programs provided that:

a. These systems and programs are featured in the Trading Platform used for providing the Electronic Services under these Terms, such as MT4 or MT5 Trading Platforms;
b. These systems and programs do not manipulate, alter, tamper with or otherwise abuse the Trading Platform or give you an unfair advantage.

The Company reserves a right to define at its own discretion whether using such systems and programs in accordance with this clause 8.25.8 is permitted and does not violate the Agreement.

8.26. Market Data Classification

8.26.1. Where the Client is granted access to any market data price feeds via the Trading Platform, the Client shall be classified for market data purposes as a “Private Investor” only if the Client satisfies all of the conditions set out below.

A Client shall be classified as a “Private Investor” for market data purposes where, based on the information provided during the application process and any ongoing representations, the Client meets all of the following conditions:

(a) the Client is a natural person acting in an individual and personal capacity;

(b) the Client accesses and uses market data solely for personal investment activities and not for any commercial purpose, nor as a principal, officer, partner, employee or agent of any business, nor in connection with the professional management of any third party assets;

(c) the Client is not a financial institution and is not registered with, or regulated by, any securities exchange, regulatory authority, or self-regulatory organisation;

(d) the Client is not engaged in a financial services business and is not employed as a financial adviser in connection with the Client’s agreement and trading activities with the Company; and

(e) the Client is not engaged in the business of accessing, aggregating, redistributing or otherwise furnishing market data to any third party.

The Client shall promptly notify the Company if it ceases to satisfy any of the above conditions.

The Company may, at its reasonable discretion, reclassify a Client for market data purposes if it determines that the Client no longer meets the criteria for classification as a Private Investor.

8.13.2 Market data is confidential and can not be redistributed to anyone or used for any other purposes other than for your own trading purposes, unless this is expressly permitted by the Company. All Market Data is available for you “as is”. We do not guarantee its accuracy and do not have any liability to you in regard to using the market data which is available for you.

PART 9. ELECTRONIC TRADING TERMS

9.1. Access and Trading Hours

9.1.1. Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to such Electronic Services, unless agreed otherwise or stated on our Website or mobile app.

9.1.2. All references to the Company's hours of trading on our website are in Coordinated Universal Time (UTC) are using a 24-hour format.

9.1.3. Our Electronic Services will normally be available 24/7, excluding public holidays and periods where the markets for the relevant Underlying Assets do not operate and cases where the markets are closed due to illiquidity in the financial instruments.

9.1.4. You may request a quote to open a Transaction or to close all or any part of a Transaction at any time during our normal hours of trading for the CFD in respect of which you wish to open or close the Transaction.

9.1.5. Outside those hours, we will be under no obligation to, but may, at our absolute discretion, provide a quote and accept and act on your offer to open or close a Transaction in respect to CFDs. The client will be notified for certain underlying markets in respect of which CCAU is not in a position to provide a quote to open a Transaction, restrictions of the amount for which quote will be provided, or any other conditions that apply to the quotes provided.

9.1.6. Please consult our Website or mobile app for more details on operating times for each CFD. We reserve the right to suspend or modify the operating hours on our own discretion and in such event our Website and mobile app will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the Website and the mobile app are the applicable ones.

9.1.7. We may change our security procedures at any time and we will inform you of any new procedures that apply to you as soon as possible through our Website or mobile app.

9.2. Restrictions on Electronic Services Provided

There may be restrictions on the number of Transactions that you can enter into on any given day and also in terms of the total value of those Transactions when using an Electronic Service. Please refer to our Website and mobile app for details of the limits imposed upon Transactions carried out through our Electronic Services.

9.3. Access Requirements

You will be responsible for having hardware equipment forming part of the System to enable you to use an Electronic Service.

9.4. Virus Detection

You will be responsible for the installation and proper use of any virus detection/scanning program that shall reasonably keep your systems virus-free.

9.5. Use of Information, Data and Software

In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

9.6. Maintaining Standards

When using an Electronic Service you must:

a. ensure that the System is maintained in good order and is suitable for use with such Electronic Service;

b. run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;

c. carry out virus checks on a regular basis;

d. inform us immediately of any unauthorised access to an Electronic Service or any unauthorised Transaction or instruction which you know of or suspect of and, if within your control, cause such unauthorised use to cease; and

e. not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.

9.7. System Defects

In the event you become aware of a material defect, malfunction or virus in the System or on the Online Trading Platform, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.

9.8. Intellectual Property

9.8.1. All rights in patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors.

9.8.2. You will not:

- use the System or the Electronic Services in any other manner except as permitted by and in accordance with the terms of this Agreement;
- copy, record, translate or amend whole or part of the software comprising the System of the Electronic Services;
- interfere with, tamper with, alter, amend or modify the software comprising the System of the Electronic Services or any part or parts therefore, unless expressly permitted by us in writing;
- reverse engineer, decompile or or disassemble the software comprising the System of the Electronic Services or otherwise attempt to derive source code of the System of the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law;
- transfer or distribute any rights to the System under this Agreement;
- separate or alter any part of the System;
- attempt to reconstruct or discover any computer code, underlying ideas, or computer programming of the System by any means whatsoever;
- generally in any manner damage, tamper with or impair any of our Systems or any Intellectual Property Rights.

9.8.3. You will not cause or permit any actions to be caused, which might endanger or damage any intellectual property belonging to us and/or do any other act which would be damaging and or defamatory against us.

9.8.4. Any copies of the software comprising the System of the Electronic Services made in accordance with law are subject to this Agreement. You shall ensure that all the licensors trademark, copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the software comprising the System of the Electronic Services made by you. If we so request, you shall as soon as reasonably practicable, provide to us a statement of the number and whereabouts of copies of the software comprising the System of the Electronic Services.

9.9. Liability

Without prejudice to any other provisions of this Agreement, relating to the limitation of liability, the following clauses shall apply to our Electronic Services, to the extent permitted by the Applicable Laws and Regulations and in the absence of fraud, wilful default or negligence on our part.

9.9.1. System Errors

9.9.1.1. We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet or servers service providers.

9.9.1.2. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.

9.9.2. Delays, inaccuracies or errors caused by third parties

Neither we nor any third party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an Electronic Service.

9.9.2.1. We do not accept any liability in respect of any delays, inaccuracies or errors in prices quoted to you if these delays, inaccuracies or errors are caused by third party service providers with which we may collaborate.

9.9.2.2. We shall not be obliged to execute any instruction which has been identified that is based on errors caused by delays of the system to update prices provided by the system price feeder or the third party service providers.

9.9.2.3. We do not accept any liability towards executed trades that have been based and have been the result of delays as described above.

9.9.3. Malicious Software

We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.

9.9.4. Indemnity re Malicious Software within your System

You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

9.9.5. Unauthorised Use

We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorised such use.

9.9.6. Conflict Provisions

Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Applicable Regulations and if there is any conflict between the terms of this Agreement and the Applicable Laws and Regulations, the Applicable Laws and Regulations will prevail.

9.9.7. Markets

We shall not be liable for any act taken by or on the instruction of an exchange or regulatory body.

9.9.8. Suspension or Permanent Withdrawal with Notice

We may suspend an Electronic Service, by giving you 24 hours written notice.

9.10. Immediate Suspension or Permanent Withdrawal Without Notice

9.10.1. We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Laws and Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, Event of Force Majeure, you commit a breach of your obligations under this agreement, you are engaged or implicated in credit card fraud, market abuse, money laundering, funding terrorism and/or any relevant criminal conduct, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security.

9.10.2. In addition, the use of an Electronic Service may be terminated automatically, upon:

a. the termination, renunciation, revocation, withdrawal or suspension of any license granted to us which relates to the Electronic Service; and/or

b. the termination of this Agreement.

9.11. Effects of Termination

In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all software and documentation we have provided you in connection with such Electronic Service and any copies thereof.

PART 10. CLIENT MONEY

10.1. Client Money

10.1.1. Certain monies received from you are required to be deposited and held by us on trust in a separate trust account in accordance with the Applicable Laws and Regulations, including Australian Client Money Rules. In our sole discretion, we may also deposit and hold other monies received from you or referable to you in such a trust account. This section is only applicable to Retail Clients and Sophisticated Investors.

10.1.2. You acknowledge that we will be under no obligation to pay interest on balances on your Account (and any fees we may take from such interest) and that you are therefore waiving and foregoing any entitlement to interest (and fees if any) under the Applicable Laws and Regulations or otherwise. You hereby acknowledge that we will not pay you any interest on your Account and that any interest will accrue to us and (insofar as you are able and/or required to do so) you assign and convey to us the beneficial entitlement to such interest.

10.1.3. In the event that we incur interest charges to hold client money on your behalf with third party banking institutions in accordance with the Applicable Laws and Regulations, you agree that we may cease to treat any money deducted in accordance with our Client Money Policy as client money and that ownership of that money will be irrevocably transferred from you to us.

10.1.4. In the event that there has been no movement on your Account for a period of six years after the date you become entitled to a transfer of your money held in such Account (notwithstanding any payments or receipts of interest or similar items) and we are unable to trace you despite having taken reasonable steps to do so, such money shall be treated by us as unclaimed money and dealt with in accordance with the provisions of the Unclaimed Money Act 2008 (Vic).

10.1.5 You agree that: (a) we may, in our sole discretion, invest monies held on trust in term deposit investments; (b) earnings on such term deposit investments will be retained by us; and (c) upon realisation of a term deposit investment: (i) the monies invested will either be deposited back into the trust account or invested into other term deposit investments; and (ii) all other proceeds of term deposit investments will be retained by us.

You acknowledge that we will not charge you any fee for such term deposit investments. You further acknowledge that the placing of monies received from you in term deposit investments by us does not in itself affect your ability to deal with or withdraw funds from your account with us. However, such amounts may not be immediately available upon request by you.

10.1.6. You agree that we will not be liable for the solvency, acts or omissions of any bank holding money in respect to term deposit investments.

10.1.7 The Company will not facilitate the transfer of investments to another firm. The investments held in the Client's Account will need to be liquidated (it may result in additional charges imposed by third parties) and cash can be transferred to another firm (a similar rule applies to the Client's Investments held with another firm, if it is necessary to transfer them in favour of the Client's Account within the Trading Platform). Investments cannot be put into certificate form and mailed.

10.1.8 Where we provide you with Payment in Transit functionality ("PIT"), we process payments you make to your Account, by taking the following steps:

a. When you make a payment to the Company, and before that amount clears and settles in our trust account, we receive such payments on your behalf and ensure that we pay an equivalent amount directly into your Account on your behalf.

b. The monies in your Account are yours and we hold them in our trust account on your behalf until they are withdrawn to be paid to you on request or by instruction, or paid to us when they become due and payable to us.

c. Once the relevant sum you have contributed (PIT) has settled in our client monies account, we may set off positive and negative amounts, so that the amount in your Account represents your net position.

Where your payment to the Company does not settle for any reason, we may deduct the

the amount we have paid on your behalf from your trading Account.

PART 11. MARGINING ARRANGEMENTS

11.1. Contingent Liability

11.1.1. When we effect a Transaction, you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of your position.

11.1.2. The Client shall provide and maintain Margin in accordance with the terms of this Agreement to secure Clients' obligations to the Company. The Client must maintain at all times the minimum Margin requirements for the open positions in Clients' Account.

11.1.3. You may be required to make further variable payments by way of Margin against the purchase price of the CFD, instead of paying (or receiving) the whole purchase (or sale) price immediately.

11.1.4. The movement in the market price of the CFD will affect the amount of Margin payment you will be required to make.

11.1.5. We will constantly monitor your Margin requirements and we will inform you as soon as it is reasonably practicable of the amount of any margin payment required under this Part.

11.2. Margin Call

You agree to pay us on demand such sums by way of Margin as are required from time to time as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under this Agreement.

11.3. Failure to Meet Margin Call

In the event that you fail to meet a margin call, we may immediately close out any of the relevant positions, as well as any pending Orders that may negatively affect your margin balance once executed.

11.4. Form of Margin

Margin must be paid in cash in a Base Currency of your Account. A cash Margin paid to us is held as Client Money in accordance with the requirements of the Client Money Rules. Margin deposits shall be made by wire transfer, credit card or by such other means as the Company may direct.

11.5. Set-off on Default

If there is an Event of Default or this Agreement is terminated, we shall set-off the balance of the cash margin owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Part 14 (“Netting”).

11.6. Further Assurance

You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over, be registered as owner of or obtain legal title to Collateral, secure further the Secured Obligations, enable us to exercise our rights or to satisfy any market requirements.

11.7. Negative Pledge

You hereby warrant and represent that any assets you transfer to us as collateral under this agreement are free from any lien, security interest or other encumbrance other than the lien created under this agreement.

11.8. General Lien

In addition, and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Laws and Regulations, we shall have a general lien on all cash or collateral held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligations.

PART 12. REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1. Representations & Warranties

12.1.1. You represent and warrant to us on the date this Agreement come into effect and as of the date of each Transaction that:

a. you are at least eighteen (18) years old and of legal age in your respective jurisdiction to form a binding contract, such as this Agreement, as well as open a Transaction and perform your obligations thereunder;

b. any information which you provide or have provided to us in respect of your financial position, domicile, location or other matters in your application form and at any time thereafter is true and accurate in all respects;

c. you have obtained all governmental or other authorisations and consents required by you in connection with this Agreement and in connection with opening or closing Transactions and such authorisations and consents are in full force and effect and all of their conditions have been and will be complied with;

d. the execution, delivery and performance of this Agreement and each Transaction will not violate any law, ordinance, or any other rule applicable to you in the jurisdiction in which you are domiciled or located in or are a resident of, or any agreement by which you are bound or by which any of your assets are affected;

e. you will not send funds to your Account(s) from, or request that funds be sent from your Account(s) to a third party;

f. if you are an employee or a contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, you will give us proper notice of this and of any restrictions that apply to your dealing;

g. you will not use our bid and offer prices for any purpose other than for your own trading purposes, and you agree not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes;

h. you will use the Electronic Services offered by us pursuant to this Agreement in good faith and, to this end, you will not use any electronic device, software, algorithm, or any trading strategy (‘Device’) that aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer prices. You agree that using a Device whereby in your dealings with us you are not subject to any downside market risk will be evidence that you are taking unfair advantage of us;

i. no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (“Potential Event of Default”) has occurred and is continuing with respect to you;

j. you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and in case you wish to open, either in the present time or in the future, more than one Account with the Company it is required to immediately disclose to us that you are the beneficial owner of the existing Account(s) during the account opening procedure and to provide us with the necessary information and/or documentation;

k. you confirm that you are the lawful owner the debit or credit card used during registration for the Account with the Company, or the lawful owner of any other payment method used to open an Account with us;

l. you are willing and financially able to sustain a total loss of funds resulting from Transactions and trading in such Transactions is a suitable investment for you;

m. except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this Agreement, free and clear of any security interest whatsoever; and

n. where you are classified as a Private Investor for market data purposes pursuant to clause 8.26, you meet all criteria applicable to such classification, including that you act in an individual and personal capacity, do not use market data for any commercial purpose, are not engaged in a financial services business, are not registered with any securities or regulatory authority, and do not redistribute market data to any third party. Private Investor classification for market data purposes constitutes a continuing representation, and you undertake to notify the Company promptly if you cease to meet any of the criteria applicable to such classification.

12.1.2. Any breach by you of a representation or warranty given under this Agreement renders any Transaction voidable from the outset, or grants us the right to any Enforcement Measures subject to clause 12.3.

12.1.3. We shall not be held liable for any damages incurred by you as a result of your breach of a representation or warranty given under these Terms.

12.2. Covenants

12.2.1. You covenant to us that:

a. you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself;

b. you will use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us;

c. you will not send orders or otherwise take any action that could create a false impression of the demand or value for a financial instrument;

d. you will not act in a way which we have reason to believe can be considered as a breach of Applicable Regulations;

e. you will not seek to manipulate the relevant financial market and/ or Electronic Services offered by us, including but not limited to your intention to benefit from delays in the prices or other time manipulation, to trade at off-market prices or manipulated prices or similar practices, or use any kind of automated data entry system, robots, high speed trading system or any other software, program, device or scheme which might manipulate, abuse, tamper with our Services or otherwise give you an unfair advantage or enter into transaction which are qualified as market abuse, improper and abusive trading subject to this Agreement or similar abusive or manipulating way of using the Online Trading Platform;

f. upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this Clause or to comply with any Applicable Regulations;

g. you will undertake to advice the Company within 30 days of any change in circumstances which affects provided information or causes the information contained herein to become incorrect or incomplete, and to provide the Company with suitably updated information within 60 days of such a change;

h. all statements made by you and any information provided by you, are correct and complete;

i. you will promptly notify the Company of any change in circumstances that may affect your classification for market data purposes, including whether you continue to meet the criteria for Private Investor classification pursuant to clause 8.26.

12.2.2. Any breach by you of Covenants given under this Agreement renders any Transaction voidable from the outset or grants us the right to any Enforcement Measures subject to clause 12.3.

12.2.3. We shall not be held liable for any damages incurred by you as a result of your breach of covenants given under this Agreement.

12.3. Enforcement Measures

Notwithstanding the provisions of this Agreement, the Company, without any liability and/ or notice (to a Client) shall be entitled to the following enforcement measures:

(i) refuse to complete or execute a transaction, block, cancel (void) or suspend any executed or processed transaction on the Online Trading Platform despite the fact they have been confirmed by the Company. The Company reserves the right to return the Parties of the Agreement (the situation) to the position that they were in before the Transaction was made, and/or

(ii) suspend, restrict or terminate Client access to the Online Trading Platform on the whole or to certain of its functionalities and features (functions), and/or

(iii) prohibit or block the use or withdrawal of funds, and/or

(iv) suspend or block the Account, and/or

(vi) withhold (seize) from the client funds any amounts which are referred to the breach of the Agreement or client acting in bad faith, and/or

(vii) terminate the Agreement, and/or

(viii) report and disclose any such details of the Client's transactions or such other information as it may deem necessary, to ASIC, or any other authority as applicable, in order to comply with any requirements of any person entitled to require such a disclosure in accordance with the Applicable Laws and Regulations.

PART 13. EVENTS OF DEFAULT

13.1. The following shall constitute Events of Default:

a. you fail to make any payment when due or close any open positions when due or required by us under this Agreement or to observe or perform any other provision of this Agreement after notice of non-performance has been given by us to you;

b. you default in your obligations to us under this Agreement or commit any breach of any other obligations under this Agreement including but not limited to satisfying any margin call;

c. you fail to perform any obligation due to us;

d. you have already been given one (1) Business Day notice of non-performance by the Company and you still fail to perform any of the provisions of this Agreement;

e. where any Transaction or combination of Transactions or any realized or unrealized losses on any Transactions or combination of Transactions opened by you results in your exceeding any credit or other limit placed on your dealings;

f. your death or your incapacity;

g. the initiation by a third party of proceedings for your bankruptcy (if applicable) or if you make an arrangement or composition with your creditors or any other similar or analogous procedure is commenced in respect of you;

h. where any representation or warranty made by you in this Agreement is or becomes untrue;

i. you fail or omit to disclose to us your capacity as the beneficial owner of more than one Account you may maintain with us;

j. you take advantage of delays occurred in the prices and you place orders at outdated prices, you trade at off-market prices, you manipulate the system to trade at prices not quoted to you by us and you perform any other action that constitutes improper trading or, without prejudice to clause 8.25.8 of the Agreement, use any kind of automated data entry system, robots, high speed trading system or any other software, program, device or scheme which might manipulate, abuse, tamper with our Services or otherwise give you an unfair advantage, or enter into transactions which are qualified as market abuse, improper and abusive trading subject to clause 8.13.4 or similar abusive or manipulating way of using the Trading Platform;

k. any event of default (however described) occurs in relation to you under any other agreement between us;

l. any other circumstance where we reasonably believe that it is necessary or desirable to take any action to protect ourselves or all or any of our other Clients; and/or

m. in the case of receiving official proof of the death of the Client, the Company shall close any open positions of the Client irrespective of their current result and hold any Client's assets in custody until CCAU has received an official evidence of the legal successors of the deceased Client and concrete instructions by an authorised person on how to proceed thereafter.

PART 14. NETTING

14.1. Rights on Default

On the occurrence of an Event of Default, we may exercise our rights under this Part and Part 15, except that in the case of the occurrence of an Event of Default specified in clause 13.1 (e) (a "Bankruptcy Default"), the automatic termination provision of this clause shall apply.

14.2. Liquidation Date

Subject to the following clause 14.3, at any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the "Liquidation Date") for the termination and liquidation of Transactions in accordance with this Part.

14.3. Automatic Termination

The date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the provisions of the following clause 14.4 shall then apply.

14.4. Calculation of the Liquidation Amount

14.4.1. Upon the occurrence of the Liquidation Date:

a. neither of us shall be obliged to make any further payments or deliveries under any Transactions which would, but for this Part, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of Liquidation Amount (as defined below);
b. we shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Transaction a total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency of your Accounts (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation); and
c. we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency of your Account (the "Liquidation Amount").

14.5. Payer

If the Liquidation Amount determined pursuant to this Part is a positive amount, you shall pay it to us and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

14.6. Other Transactions

Where termination and liquidation occurs in accordance with this Part, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this Part, any other transactions entered into between us which are then outstanding.

14.7. Payment of Liquidation Amount

The Liquidation Amount shall be paid in the Base Currency of your Account by the close of business on the Business Day following the completion of the termination and liquidation under this Part (converted as required by applicable law into any other currency, any costs of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid amount and bear interest, at the average rate at which overnight deposits in the Base Currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonable rate as we may select) plus one (1%) per annum for each day for which such amount remains unpaid.

14.8. Payments

Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.

14.9. Additional Rights

Our rights under this Part shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

14.10. Application of Netting to the Transactions

This Part applies to each Transaction entered into or outstanding between us on or after the date this Agreement take effect.

14.11. Single Agreement

This Agreement, the particular terms applicable to each Transaction entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between us. Both Parties acknowledge that all Transactions entered into on or after the date this Agreement take effect, are entered into in reliance upon the fact that this Agreement and all such provisions constitute a single agreement between us.

PART 15. RIGHTS ON DEFAULT

15.1. Default

On an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights under Part 14 ("Netting") we shall be entitled, without prior notice to you:

a. instead of returning to your investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right;
b. to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to release funds sufficient to cover any amount due by you hereunder;
c. to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner, as at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or
d. to cancel and/or consider void any Transactions and profits or losses either realised or unrealised and/or to close out the account(s) you maintain with us pursuant to this Agreement, immediately and without prior notice.
e. to take any such action a person would take in the circumstances to protect the legitimate interests of the Company and its other clients.

PART 16. TERMINATION WITHOUT DEFAULT & CANCELLATION

16.1. Termination & Cancellation

Rights of the Clients to request the termination/cancellation of their business relationship with the Company:

16.1.1. You have a right to cancel this Agreement within a period of fourteen (14) days commencing on the date on which you have accepted this Agreement (the "Cancellation Period").

16.1.2. Should you wish to cancel this Agreement within the Cancellation Period, you should send notice in writing to the contact details are set out in Part 18 (“Miscellaneous”) under the heading “Notices” or electronically through the “Contact Us” section of our Website or the mobile app. Canceling this Agreement within the Cancellation Period will not cancel any Transaction entered into by you during the Cancellation Period. If you fail to cancel this Agreement within the Cancellation Period you will be bound by its terms but you may terminate this Agreement in accordance with clause 16.1.3 (“Termination Without Default”).

16.1.3. Unless required by Applicable Regulations, a party may terminate this Agreement (and the relationship between us) for its own convenience in the absence of an Event of Default on that party’s side by giving ten (10) days written notice of termination to the other party.

16.1.4. Upon terminating this Agreement:

a. all amounts payable by you to us will become immediately due and payable including (but without limitation):

i. all outstanding fees, charges and commissions;

ii. any dealing expenses incurred by terminating this Agreement; and

iii. any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

b. The Company shall apply best execution rules in cases where you have not provided the Company with specific instructions regarding the closing of your positions.

c. The Company shall return any client funds remaining in your Account to your bank account, specifically to the account from which the funds were debited. Your funds may be returned to another bank account to which you are the beneficiary in exceptional circumstances and as long as you provide us with the required documents to verify that the account belongs to you.

It is possible to terminate this Agreement with immediate effect by mutual consent.

16.1.5. The Company reserves the right to terminate the Agreement immediately and without prior notice if it has reason to believe that the Client has misrepresented their age or is otherwise under the minimum legal age required to enter into the Agreement.

16.2. Existing rights

16.2.1 Termination shall not affect the outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the Parts agreed between us in relation to such Transactions until all obligations have been fully performed.

16.2.2. The Company may terminate the Agreement immediately without giving any notice.

16.2.3 The termination of the Agreement shall not in any case affect the rights which have arisen existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:

- Any pending fee of the Company and any other amount payable to the Company;
- Any charge and additional expenses incurred or to be incurred by the Company as result of the termination of the Agreement;
- Any damages which arose during the arrangement or settlement of pending obligations.

16.3. Other events of termination

16.3.1 The Company shall terminate the agreement with the client in case the Client will not behave in an appropriate manner towards the Company or any of its employees (such inappropriate behaviour can include but is not limited to Swearing, Abusive Language, Racism, Discrimination, Harassment, Defamation, Abuse of the Chat / Email System, Misuse of Social Media Channels and Spam). The Company reserves the right to terminate the Clients Agreement in these circumstances.

16.3.2 The Company is not obliged to inform the Client on what grounds it has terminated the agreement with the client.

PART 17. EXCLUSIONS, LIMITATIONS AND INDEMNITY

17.1. General Exclusion

17.1.1. Neither we nor our directors, officers, employees or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, wilful default or fraud.

17.1.2. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

17.1.3. Nothing in this Agreement will limit our liability for death or personal injury resulting from our negligence.

17.2. Tax Implications

17.2.1. Investing in financial instruments may be subject to tax, however, this will depend on your personal circumstances. The Company does not provide advice to its clients on any tax issues related to any of its services. Thus, you should seek independent tax advice if you are unsure on tax implications due to our services.

17.2.2. Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.

17.2.3. You understand that certain transactions in certain financial instruments may carry a tax obligation under any applicable tax regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties in any jurisdiction. Where there is such a tax obligation, we shall pass it on to you by debiting from your Account

17.3. Changes in the Market

17.3.1. Market Orders are executed at the bid/ask prices offered through us. Pending orders are created at a market price requested by you and offered through us, which can be the price you requested or better/worse depending on the market conditions and the type of order you requested subject to Clause 8.2. (“Types of Orders Accepted”).

We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction in case of technical failure of the Online Trading Platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market.

17.3.2. Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.

17.4. Force Majeure Events, Limitation of Liability & Manifest Error

17.4.1. If CCAU is unable to perform its obligations under this Agreement or any Contract because of factors beyond its control or because of a Force Majeure Event (as defined under Part 2 of this Agreement), CCAU will notify you as soon as is reasonably practicable and will use reasonable endeavours to secure the return of any money paid by you in respect of which CCAU has been unable to discharge its obligations under this Agreement.

17.4.2. In the case of a Force Majeure Event, CCAU may also take other steps it considers reasonably necessary, including but not limited to:

(a) altering the Margin that you must continue to hold as a deposit in your Account at any time;
(b) closing any or all open positions;
(c) amending or varying this Agreement and/or any Contract insofar as it is impractical or impossible for CCAU to comply with its obligations to you.

17.4.3. To the extent permitted by the Applicable Laws and Regulations, in the absence of any fraud, wilful default or negligence on the part of CCAU, CCAU will not be liable for any damages, claims, losses, liabilities or costs resulting from an event or factor beyond its control or a Force Majeure Event.

17.4.4. CCAU may give a notice ("a Disturbance Notice") to you at any time if it forms the view that market conditions in the relevant market for the Underlying Asset are seriously disturbed. This includes circumstances where, in CCAU's opinion, the Underlying Asset is not available (for example, deposits in the currency concerned are not available) in the ordinary course of business to CCAU in the relevant market or because of national or international financial, political or economic circumstances, or because of exchange controls.

17.4.5. When a Disturbance Notice is given under clause 17.4.4, CCAU's obligations will be suspended while you and it negotiate alternative arrangements. If both parties reach agreement before the Contract is closed, those alternative arrangements will apply. If they do not reach agreement, CCAU will nominate how both parties' obligations will apply, wh

17.4.3. Manifest Error

17.4.3.1. To the extent permitted by the Applicable Laws and in the absence of fraud wilful default or negligence on our part, we will not be liable to you for any:

- losses, costs, claims, demands or expenses of any sort in connection with the occurrence of a Manifest Error (means an error or omission affecting any Order, Contract, confirmation or statement of Account), including, where the Manifest Error is made as a result of our reliance on any information source, commentator or official;
- action we take or do not take as a result of the Manifest Error.

17.4.3.2. If a Manifest Error has occurred and you have received any monies from us in connection with the Manifest Error, you agree to repay those monies to us on our written demand, or to the extent those monies have not been paid, that we may treat the Contract or open position as void from its inception.

17.4.3.3. We will repay any monies we have received from you in connection with a Manifest Error, or treat the Contract or open position as void from its inception.

17.4.3.4. If you believe that a Contract or open position is based on a Manifest Error, you may request that we treat the Contract or open position as void from its inception. If we agree that the Contract or open position is based on a Manifest Error, we will treat the Contract or open position as void from its inception, or return any monies received by us in connection with the Manifest Error.

17.4.3.5. CCAU will exercise its rights under this clause reasonably and as soon as practicable after becoming aware of the Manifest Error. CCAU shall, where reasonably practicable, provide you with prior notice of any action it takes under this clause, but if not reasonably practicable to do so, CCAU will give you notice as soon as is reasonably practicable.

17.5. Responsibility for Orders

You will be responsible for all orders entered on your behalf via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.

17.6. No Other Representations

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. We will not be liable to you (in equity, contract or tort) for a representation that is not set out in this Agreement and that is not fraudulent.

17.7. Indemnity

You shall pay to us such sums as we may from time to time require in or towards satisfaction of any deficiency on the balance of your Account(s) (excluding negative balances that are covered under Negative Balance Protection (clause 18.9)) with us and, on a full indemnity basis,

any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your Account(s) or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

PART 18. MISCELLANEOUS

18.1. Amendments

18.1.1. Shall the Company introduce any material amendments to the present Terms, you will be notified accordingly by means of the app and/or by e-mail of such material amendments. You will be given 48 hours from the moment the notice has been dispatched ("48 Hours") by the Company to decide on whether you would want to proceed under the new Terms. Upon the expiration of these 48 Hours you shall be deemed to have provided consent to the application of the new Terms.

18.1.2. If you disagree with the application of the new Terms you must get in touch with the Company by utilizing the email stated in clause 18.2 ("Notices") below prior to the expiration of the 48 Hours, clearly state that you no longer wish to be a Client of the Company and discontinue your use of the Services.

18.1.3. If you send us such notice of disagreement mentioned in clause 18.1.2 above you will not be allowed to open any new positions from the moment we receive such notice and you will be prompted to close any of your outstanding positions prior to the expiration of the 48 Hours. If you fail to do so, we will have the discretion to automatically close all of your positions upon the expiration of the 48 Hours. We will process the termination of your Account and any relevant issues as provided for herein and the Applicable Regulations.

18.2. Notices

18.2.1. Unless otherwise agreed, all notices, instructions and other communications to be given by us under this Agreement shall be given to the contact details provided by you to us. Likewise, all notices, instructions and other communications to be given by you under this Agreement shall be given to us in writing at the address below:

Name: Capital Com Australia Pty Ltd

Address: Level 15, 357 Collins Street, Melbourne, Victoria, 3000

Email Address: support.au@capital.com

You shall notify us within a reasonable period of time of any change of your information for the receipt of notices, instructions and other communications immediately.

18.3. Record Keeping

18.3.1. Following the provision of the Applicable Laws and Regulations, the Company keeps records regarding all services, activities and transactions it undertakes. The Client acknowledges that the Company will keep records of internal telephone conversations and electronic communications that are intended to result in transactions or relate to the reception and transmission of orders and execution of orders on behalf of clients.

18.3.2. Further, the Company will also keep records to be kept of all services and activities provided and transactions undertaken by the Company as well as records related to its business and internal organisation which shall be sufficient to enable the ASIC to exercise its supervisory functions and to take steps to ensure the Company's compliance with its obligations under the Applicable Laws and Regulations.

18.3.3. The Company shall keep records of the content and timing of instructions received from you. A record of the allocation decisions taken for each operation shall be kept providing for a complete audit trail between the movements registered in clients' accounts and in the instructions received by the investment firm. In particular, the final allocation made to each investment client shall be clearly justified and recorded. The complete audit trail of the material steps in the underwriting and placing process shall be made available to competent authorities upon request.

18.4. Electronic Communications

Subject to the Applicable Laws and Regulations, any communication between us using electronic signatures and any communications via our Website and/or the mobile app shall be binding as if they were in writing. Orders or instructions given to

you via e-mail or other electronic means will constitute evidence of the orders or instructions given.

The Company will also keep records of orders placed by clients through channels other than the Companies' electronic platform, provided that such communications are made in a durable medium (e.g. mails, fax, emails, chats, internet communications, mobile app etc.). In case of relevant face-to-face conversations with the Client, the content of such will be recorded by using written minutes or notes.

18.5. Our Records

18.5.1. Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our Electronic Services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing nor are they documents produced by a computer.

You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

18.5.2. The records will be retained in a medium that allows the storage of information in a way accessible for future reference by the competent authority, and in such a form and manner that the following conditions are met:

i. the competent authority is able to access them readily and to reconstitute each key stage of the processing of each transaction;

ii. it is possible for any corrections or other amendments, and the contents of the records prior to such corrections or amendments, to be easily ascertained;

iii. it is not possible for the records otherwise to be manipulated or altered;

iv. it allows IT or any other efficient exploitation when the analysis of the data cannot be easily carried out due to the volume and the nature of the data; and

v. the firm's arrangements comply with the record keeping requirements irrespective of the technology used.

18.6. Your Records

You agree to keep adequate records in accordance with the Applicable Laws and Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted. You can access your statements online at any time via our Website or mobile app. You may request to receive your statement monthly or quarterly via email, by providing such a request to the support department.

18.7. Confidential Information

18.7.1. The Company does not have any obligation to disclose to the Client any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of the Client, unless otherwise agreed and stated in this Agreement and where this is imposed by the relevant Laws and Regulations and directives in force.

The Company has the right, without informing the Client beforehand, to disclose such details of the Client's transactions or such other information as it may deem necessary in order to comply with any requirements of any person entitled to require such a disclosure by Law.

The Company will handle all of the Client's personal data according to the relevant Laws and Regulations for the protection of Personal Data.

18.7.2. To provide you with our Services, we are required to collect personal information about you. If you do not provide the requested information or agree to our Privacy Policy we will not be able to provide the products and services outlined in this Agreement to you.

Please refer to our Privacy Policy for more information about how we handle your Personal Information.

18.8. Complaints Procedure

For Retail Clients:

In the event you have a complaint about us, our products, services or staff you can contact us and discuss your complaint. Details about how we handle complaints can be found in our Complaint Policy. which is available on our Website.

If your complaint is not satisfactorily resolved within 30 days, please contact us using the contact details which are set out at the start of this Agreement.

We will try and resolve your complaint quickly, fairly and within prescribed time frames.

If we were unable to resolve your complaint to your satisfaction, please note that we are a member of the Australian Financial Complaints Authority (AFCA), and you may refer your complaint to them.

For more information about how to make a complaint at AFCA, please refer to their website: https://www.afca.org.au/make-a-complaint

AFCA can be contacted by:

Post: GPO Box 3, Melbourne, VIC 3001, Australia
Phone: 1800 931 678
Fax: (03) 9613 6399
Email: info@afca.org.au

For Wholesale Clients:

Please note that your complaint may be dealt with in accordance with our own internal procedures and is not subject to the procedures set out in ASIC's Regulatory Guide 271: Internal Dispute Resolution Procedures.

In addition, should we not resolve your complaint to your satisfaction, you do not have an automatic right of access to AFCA. AFCA does, however, have discretion whether or not to address complaints it receives from Wholesale Clients.

Please refer to section 15 of the Wholesale Information Guide for more information.

18.9. Transfers & Assignment

This Agreement shall be for the benefit of and binding upon us both and our respective successors and assigns. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this Clause shall be void. You agree that we may without further notice to you and subject to the Applicable Laws and Regulations, transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or information which we hold about you.

18.10. Rights and Remedies

The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Agreement (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

18.11. Set-off

Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set-off any amount (whether actual or contingent, present or future) owed by you against any amount (whether actual or contingent, present or future) owed by us to you. For these purposes, we may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

18.12. Partial Invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

18.13. Data Protection

The Company and its related entities are responsible for the protection of the privacy and the safeguarding of your personal and financial information.

The Client's personal data are safely stored in the Company's electronic systems and are treated as confidential. The Company will not disclose any of the Client's personal data to a third party that is not an affiliate, partner, or an associate related to the provision of services to the Client, unless required to do so by an official government regulatory authority of a competent jurisdiction. The Company will not hold any information about its Clients' debit or credit cards, or any payment method used by a Client to make his/her deposit not required by the Applicable Laws and Regulations, and will at all times be in compliance with the undertaken cardholder data security standards. For more information please refer to our Privacy Policy on our website.

18.14. Conversion into the Base Currency

For the purposes of any calculation hereunder (unless expressly stated otherwise), we may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select. This would be automatically converted to your Account's Base Currency when the position is closed and you would then have no further currency exposure for that position.

PART 19. GOVERNING LAW AND JURISDICTION

19.1. Governing Law

The interpretation, construction, effect and enforceability of this Agreement shall be governed by the laws of the State of Victoria, Australia. You as the Client consent to the exclusive jurisdiction of and agree that all Transactions carried out on the Company's Online Trading Platform are governed by the laws of the State of Victoria, Australia regardless of your location. the location of the Client.

19.2. Jurisdiction

The Parties to this Agreement submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia to settle any suit, action or other proceedings related to the terms of this Agreement ("Proceedings").

19.3. Waiver of Immunity and Consent to Enforcement

You irrevocably waive to the fullest extent permitted by applicable law, with respect to yourself and your revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from suit; jurisdiction of any courts; relief by way of injunction, order for specific performance or for recovery of property; attachment of assets (whether before or after judgment); and execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agree that you will not claim any immunity in any Proceedings. You consent generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

PART 20. DESCRIPTION AND ACKNOWLEDGMENT OF RISKS

20.1. General Risks

The Company shall provide you in good time before the provision of investment services or ancillary services with a general description of the nature and risks of financial instruments, taking into account, in particular, the Client's categorisation as either a Retail Client or Wholesale Client. That description shall explain the nature of the specific type of instrument concerned, the functioning and performance of the financial instrument in different market conditions, including both positive and negative conditions, as well as the risks particular to that specific type of instrument in sufficient detail to enable the Client to take investment decisions on an informed basis.

The description of risk referred above will include, where relevant to the specific type of instrument concerned and the status and level of knowledge of the Client, the following elements:

i. The volatility of the price of such instruments and any limitations on the available market for such instruments;

ii. Information on impediments or restrictions for disinvestment, for example as may be the case for illiquid financial instruments or financial instruments with a fixed investment term, including an illustration of the possible exit methods and consequences of any exit, possible constraints and the estimated timeframe for the sale of the financial instrument before recovering the initial cost of the transaction in that type of financial instruments;

iii. The fact that a Client might assume, as a result of transactions in such instruments, financial commitments and other additional obligations, including contingent liabilities, additional to the cost of acquiring the instruments;

iv. Any margin requirements or similar obligations, applicable to instruments of that type.

v. We offer our clients multiple trading platforms for their convenience. By using the platforms we offer, you acknowledge and understand that there might be, amongst others, differences between the way in which margin is calculated and margin call notifications are displayed to you. Please consider the differences and familiarise yourself with how your preferred choice of Online Trading Platform operates by using a demo or by contacting us.

For more information please refer to the Company's PDS (Product Disclosure Statement) and Risk Disclosure Statement both of which are available on our Website.

20.2. Risks of CFDs over cryptocurrencies

20.2.1. Cryptocurrencies are highly volatile underlying assets. The market conditions can be changed significantly in a very short period of time and are not predictable. High price volatility of cryptocurrencies and leveraged character of CFDs trading may have significant impact to your trades and therefore may lead to higher risk of losing money.

20.2.2. In addition to the general risks, specifics and characteristics of CFDs trading referred to in the Agreement with you (including the Agreement and the Company's Risk Disclosure Statement which is available on our Website), you should understand the following when trading with CFDs over cryptocurrencies:

a. CFDs over cryptocurrencies are leveraged products which, along with high volatility of cryptocurrencies prices, can rapidly generate losses due to underlying market movement.
b. Due to the rapid cryptocurrencies market movements which can be against your positions, you may be required to provide additional funds quickly to comply with margin requirements.
c. Sudden cryptocurrencies price movements may cause the price at which execution occurs to be different to the price specified in your Order.

20.2.3 Trading with CFDs over cryptocurrencies can be affected by the crypto events which are any actions or events that would have an effect on the physical characteristics, protocols, price, ability to trade or any other features of the affected cryptocurrencies, including but not limited to ("Crypto Events"):

a. "Forks" which are the circumstances when the blockchain protocols operating the underlying cryptocurrencies are modified or changed in any way.This may affect the characteristics of cryptoassets operated by the relevant blockchain protocol, including their pricing, which may impact trading with CFDs over such cryptocurrencies accordingly;
b. "Airdrops" which are the events when the cryptocurrencies are being sent to the personal crypto wallets with promotional purposes for free or in exchange for some conditions to be satisfied, which may significantly affect the price of cryptocurrencies;
c. Any other events which may affect the characteristics of underlying cryptocurrencies and trading with CFDs over such cryptocurrencies.

20.2.4 In case of Crypto Events we may at our own discretion:

a. Suspend trading with the CFDs with affected cryptocurrencies;
b. Decide which version of the affected cryptocurrencies is to be supported for trading with CFDs which may result in adjustments of your positions accordingly;
c. Close your positions and pending Orders as per clause 8.24 of these Terms;
d. Cease to offer CFD trading with the affected cryptocurrencies.

You acknowledge that the Crypto Events are beyond the Company's control, and therefore the Company is not responsible for any loss arising from the Crypto Events.

20.2.5 When you placed an order for trading with CFDs over cryptocurrencies when the market of underlying cryptocurrencies was suspended (or shortly upon the suspension), we will endeavour to execute it in the soonest possible time when the trading is renewed. However, we are not responsible for any losses in regard to these orders, including in respect of the execution price which can be differ from the market prices when the trading was suspended and from the market prices which are available immediately upon the renewal of trading.

20.3. Further Risk Disclosures

For more information please refer to the Company's PDS (Product Disclosure Statement) and Risk Disclosure Statement both of which are available on our Website.

Annex 1 - Transitional Disclosure on Enhanced Platform Functionality

1. This Annex 1 forms part of the Agreement and applies only to Affected Clients, as defined below. In the event of any conflict between this Annex 1 and the main body of the Client Agreement, this Annex 1 shall prevail in respect of Affected Clients.

The Company is in the process of introducing enhanced functionality to its Trading Platform on a phased basis. Clients who have been notified by the Company that the enhanced functionality is active on their Account, are referred to as each an "Affected Client". Clients who have not received such notification are not Affected Clients and the Terms continue to apply to them without modification under this Annex 1.

2. Activation of this Annex 1 in respect of an Affected Client shall be effected by notification via durable medium and shall not constitute a general amendment to the Agreement under clause 18.1 of the Client Agreement.

3. For Affected Clients, the following provisions shall replace and supersede clauses 8.4.4, and 8.3.1(d) of the Agreement for the duration of the transition period:

“ 8.4.4. The Company shall have the right, but not the obligation, to reject any Order in whole or in part prior to execution, or to cancel any Order, where your Account contains Margin that is insufficient to support the entire Order or where such Order is illegal or otherwise improper. CCAU will be required to exercise a margin close out protection if the net equity of the Client’s CFD trading Account is less than the aggregate close out protection amount. If your net equity is at 50% or falls below 50% of the initial Margin requirements, we will close out some or all of your open positions in the below order:

a. pending Orders are cancelled in order of creation (earliest first), until the Margin Level is restored to at least 75%;
b. if the Margin Level is still below 75%, open positions are closed in order of creation (earliest first). A position may be partially closed if partial closure is sufficient to restore the Margin Level to at least 75%;
c. positions in the Contracts whose underlying markets are closed at the time of close-out shall be closed as soon as the relevant market reopens, if the Margin Level remains below 50% at that time.

8.3.1(d) A Stop Market Order is an instruction to execute a trade when a price level (the Stop Market Level) is reached that is equal to or worse than the current best price (a Stop Market Order). When the Stop Market Level is reached, the Stop Market Order will trigger and a Market Order will be sent to execute the trade at the best price available at the time the Order is triggered, for the quantity you wish to buy or sell. Your execution price may be better or worse than the Stop Market Level you set depending on the liquidity available and the size of your Order. Stop Market Orders can be placed and/or cancelled anytime, even when the market is closed. In order to amend a Stop Market Order, you would need to cancel the existing one and place a new Stop Market Order provided the market conditions allow that. Stop Market Orders can be used to open or close a trade and can be Good For Day (GFD) or Good Til Cancelled (GTC). This means that for "GFD" Stop Market Orders, any portion of the Stop Market Order which has not been executed during the trading day in which the Order was placed is automatically cancelled at the end of that trading day. It may be the case that your Stop Market Order could be partially executed if there is insufficient liquidity to cover all of your Order at the time your Stop Market Order is triggered. A "GTC" Stop Market Order would remain a working order until you choose to cancel it, if it is cancelled because you are on a Margin call, or your Order is filled and becomes a position. Take Profit and Stop Loss Orders attached to Stop Market Orders will be set at a specified level away from the volume weighted average opening price (“VWAP”) of your Order (e.g. 50 points away from the VWAP for a Long Market Order).”

4. The functionality described in this Annex 1 reflects platform-specific execution and liquidation logic applicable only to Affected Clients and may differ from the standard functionality described elsewhere in the Agreement

Rollback of Changes

The Company reserves the right, at its sole discretion, acting reasonably and in accordance with Applicable Laws and Regulations, to reverse or modify any of the changes introduced as part of the enhanced functionality, including reverting an Affected Client's Account to the standard platform functionality described elsewhere in these Terms. Where the Company exercises this right, the Affected Client shall be notified as soon as reasonably practicable.

Client Acknowledgement

By continuing to use the Trading Platform following receipt of notification that the enhanced functionality is active on the Client's Account, the Affected Client acknowledges that he/she has read and understood this Disclosure and accepts that the enhanced functionality may operate differently from the standard Trading Platform experience described elsewhere in the Agreement and that the provisions of this Annex 1 shall apply accordingly.

The enhanced functionality involves technically complex changes to the Trading Platform. As with any significant platform development, unforeseen technical issues or temporary disruptions may occasionally arise during or following the introduction of such changes. The Company will use reasonable endeavours to resolve any issues promptly and to ensure the continued integrity of the platform experience.

Affected Clients may continue to contact the support team through the standard channels available via the app, including live chat and email, as well as the usual support email address at support.au@capital.com. The Company will use reasonable endeavours to respond to and address any such queries in a timely manner.