



# TERMS & CONDITIONS

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Issue Date June 2026

**1. DEFINITIONS AND INTERPRETATION**

1.1 Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

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

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

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

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

**Default Event** means any events where:

- (a) the Client breaches these Terms;
- (b) the Client breaches any applicable law;
- (c) the Client provides false, misleading or incomplete information;
- (d) the Client engages in fraud, misconduct or unlawful activity; or
- (e) an Insolvency Event occurs in relation to the Client.

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

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

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

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

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

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

**Vantage Markets Group, we, our or us** means Vantage Markets Group, its subsidiaries, holding companies, successors and/or assigns, as well as its officers, directors, employees and agents.

**Website** means the Vantage Markets Group website located at [www.vantagemarkets.com](http://www.vantagemarkets.com).

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- 1.2 If the Client is comprised of two or more legal persons then a reference to a right or obligation of the Client under this Agreement or under a transaction contemplated by this Agreement confers that right or imposes that obligation, as the case may be, jointly and severally on those persons.

## **2. THIS AGREEMENT**

- 2.1 These Terms together with the Application Form and any other documents expressly incorporated by reference, comprise the Client Agreement between the Client and Vantage Markets Group.
- 2.2 This Agreement sets out the terms and conditions governing the relationship between the Client and Vantage Markets Group and the use of services provided by Vantage Markets Group.
- 2.3 This Agreement should be read together with any policies, disclosures, schedules or other documents provided by Vantage Markets Group and expressed to form part of the Client Agreement.
- 2.4 Vantage Markets Group may amend these Terms from time to time by providing Notice to the Client. Unless otherwise stated, any amendment will take effect on the earlier of:
- (a) ten (10) days after publication on the Website; or
  - (b) the date on which the Client continues to use the services after receiving Notice of the amendment.

Any amendments proposed by the Client must be agreed in writing by Vantage Markets Group.

- 2.5 Except as expressly provided for in this Agreement, neither party may:
- (a) use the other party's name, logo, trademarks or other intellectual property without prior written consent; or
  - (b) represent itself it is affiliated with, authorised to act for, or acting on behalf of the other party.

## **3. CLIENT REPRESENTATIONS AND WARRANTIES**

- 3.1 The Client warrants that:
- (a) in the case of an individual or more than one individual, they are of full age and capacity;
  - (b) in the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement and all contracts made or to be made;
  - (c) in the case of a trustee of a trust, they are properly appointed as trustee, they will be liable both in their personal capacity and as trustee, the trust instrument is valid and complies with all applicable Laws, and the trustee has a right of indemnity from the trust assets in respect of this Agreement; and
  - (d) this Agreement and any related agreements constitute legally binding and enforceable obligations of the Client.
- 3.2 The Client represents and warrants to Vantage Markets Group that:
- (a) execution and delivery by the Client of this Agreement, and performance of all the Client's obligations contemplated under this Agreement, does not violate any Law applicable to the Client;
  - (b) all information provided by the Client to Vantage Markets Group is true, correct and complete, and the Client will notify Vantage Markets Group promptly of any changes to such information;
  - (c) the Client shall make promptly notify Vantage Markets Group of any matters that may materially

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affect the Client's ability to comply with its obligations under this Agreement;

- (d) the Client will comply with all applicable Laws in connection with this Agreement and the use of services provided by Vantage Markets Group.

### 3.3 The Client acknowledges that:

- (a) by applying to open an account, you acknowledge that you have read and understood this Agreement;
- (b) Vantage Markets Group will enter into the transactions contemplated by this Agreement in reliance on the representations and warranties made by the Client;
- (c) in the event that the Client is comprised of two or more legal persons, Vantage Markets Group's primary contact for the receipt of Notices is the first person named on the Application Form.

### 3.4 The Client:

- (a) confirms that it has regular access to the internet;
- (b) consents to receiving communication electronically using the contact details provided to Vantage Markets Group; and
- (c) agrees to ensure that its contact details remain accurate and up to date at all times.

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

## 4. COMMISSIONS FEES AND EXPENSES

4.1 In addition to any other fees or charges set out in these Terms, the Client agrees to pay:

- (a) any reasonable third-party fees, charges or expenses incurred by Vantage Markets Group in connection with providing services to the Client or enforcing this Agreement; and
- (b) all applicable taxes, duties and governmental charges arising in connection with this Agreement.

4.2 Vantage Markets Group may deduct from any amounts held on behalf of the Client any fees, charges, costs or expenses properly payable by the Client under this Agreement, including administration fees, payment processing fees, debt recovery costs and applicable third-party charges

4.3 Vantage Markets Group may at its discretion waive or reduce fees or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice.

4.4 Vantage Markets Group may receive, pay or share fees, commissions or other remuneration with affiliates, agents, service providers or other third parties, subject to applicable Law.

## 5. TERMINATION

5.1 This Agreement may be terminated immediately by the Client or Vantage Markets Group by Notice to the other in writing. Termination does not affect any rights, remedies, obligations or liabilities accrued before the date of termination.

5.2 In the event that Vantage Markets Group is made aware of or has reason to believe any of the following:

- (a) that the Client has provided false or misleading information to Vantage Markets Group;
- (b) that the Client has participated or is participating, has assisted or is assisting in money laundering or terrorist financing;

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- (c) that the Client is being officially investigated by law enforcement and/or regulatory agencies;
- (d) a Default Event has occurred;
- (e) an Insolvency Event has occurred in respect of the Client,
- (f) Vantage Markets Group reasonably considers that suspension or termination is necessary to comply with applicable Laws, sanctions requirements, regulatory obligations or directions of a competent authority

then Vantage Markets Group may terminate this Agreement immediately by Notice to the Client where any of the above circumstances arise.

- 5.3 Within two (2) days of termination of this Agreement the Client will return or destroy confidential information, documents and materials received from Vantage Markets Group. Each party's duties of payment, delivery, and destruction of materials shall survive termination of this Agreement.

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

- 6.1 Vantage Markets Group may set off any amount owed by the Client to Vantage Markets Group against any amount payable by Vantage Markets Group to the Client

- 6.2 Payments by the Client to Vantage Markets Group in accordance with this Agreement must be made without any set-off, counterclaim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable Law. Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if Vantage Markets Group is required to pay any tax in respect of any payment made in relation to this Agreement at the Client's request the Client agrees to keep Vantage Markets Group indemnified against that tax and agrees to pay to Vantage Markets Group any additional amounts required to ensure Vantage Markets Group receives the full net amount that is equal to the amount Vantage Markets Group would have received had a deduction, withholding or payment of tax not been made.

## **7. LIABILITY AND INDEMNITY**

- 7.1 The Client shall indemnify and hold Vantage Markets Group harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising from the Client's negligence, wilful misconduct, breach of this Agreement or violation of applicable Law.
- 7.2 The Client also agrees to promptly pay Vantage Markets Group for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by Vantage Markets Group in the enforcement of any of the provisions of this Agreement.
- 7.3 Vantage Markets Group is not responsible for delays, charges or losses arising from incorrect payment information supplied by the Client or delays caused by financial institutions or payment service provider.
- 7.4 To the maximum extent permitted by Law, Vantage Markets Group is not liable for losses arising from the acts or omissions of Third Parties.
- 7.5 Nothing in this Agreement is intended to limit or exclude any liability Vantage Markets Group may owe the Client under any statutory rights the Client may have.
- 7.6 Vantage Markets Group will not be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by a Force Majeure event.
- 7.7 The Client's obligations under this clause 7 shall survive the termination of this Agreement.

## **8. INFORMATION AND CONFIDENTIALITY**

- 8.1 The Client acknowledges and agrees that Vantage Markets Group is permitted to carry out an electronic

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database search and conduct identity verification, credit assessment and due diligence checks. If such searches are carried out, Vantage Markets Group may keep records of the contents and results of such searches in accordance with all applicable Laws.

- 8.2 Vantage Markets Group reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable anti-money laundering and counter-terrorism financing laws. Vantage Markets Group may pass on information collected from the Client and relating to transactions as required by applicable anti-money laundering and counter-terrorism financing laws and is under no obligation to inform the Client it has done so. Vantage Markets Group may undertake all such anti-money laundering and counter-terrorism financing checks in relation to the Client (including restricted lists, blocked persons and countries lists) as reasonably necessary to comply with applicable Laws.
- 8.3 Personal information collected by Vantage Markets Group is treated as confidential and is protected by in accordance with applicable Laws. Vantage Markets Group will only collect personal information which is necessary to perform the services contemplated by this Agreement.
- 8.4 Vantage Markets Group will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain on the Website.
- 8.5 Vantage Markets Group will take reasonable steps to maintain the confidentiality of information received from the Client. However, the Client acknowledges that electronic communications and internet-based services are not completely secure and Vantage Markets Group cannot guarantee absolute confidentiality or security.
- 8.6 The Client acknowledges the risks associated with electronic communications and agrees that Vantage Markets Group will not be liable for unauthorised interception, access or monitoring of communications except to the extent caused by Vantage Markets Group's negligence, fraud or wilful misconduct.
- 8.7 The Client acknowledges and agrees that Vantage Markets Group may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an Authorised User, to its employees, representatives, officers, agents, introducing brokers and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining the Vantage Markets Group services, or to comply with applicable Laws.

## 9. DISPUTE RESOLUTION

- 9.1 If a dispute arises in connection with this Agreement, the parties will use reasonable efforts to resolve the dispute through good faith discussions.
- 9.2 If the dispute cannot be resolved within a reasonable period, either party may pursue any rights or remedies available under applicable Law.
- 9.3 Nothing in this Agreement limits any right of the Client to refer a complaint to an applicable regulatory authority, ombudsman or external dispute resolution scheme.

## 10. NOTICES

- 10.1 A Notice shall be in writing and shall:
  - (a) If to the Client, be sent by prepaid registered mail or delivered by hand to the address of the Client set out in this Agreement, or such other address the Client designates in writing. If the Notice was sent to the address of the Client, the Notice is deemed to have been given on the day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.
  - (b) If to Vantage Markets Group, be sent by prepaid registered mail or delivered by hand to the address of Vantage Markets Group set out in this Agreement, or such other address as Vantage Markets Group designates in writing, and such Notice is deemed to have been given on the day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have

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been given on delivery.

10.2 Any Notice may also be sent by email if:

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

10.3 A Notice sent by email is deemed received at the time it enters the recipient's information system, unless the sender receives an automated notification that delivery has failed.

### **11. GOVERNING LAW**

11.1 This Agreement shall be governed by and construed in accordance with the laws applicable to the Vantage Markets Group entity with which the Client has contracted, as specified in the Application Form, account opening documentation or other applicable client documentation. The parties submit to the non-exclusive jurisdiction of the courts of the relevant jurisdiction.

### **12. ASSIGNMENT**

12.1 Any rights or obligations that the Client may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of Vantage Markets Group. Vantage Markets Group may, however, transfer any rights or obligations it may have pursuant to this Agreement to another party without the consent of the Client.

### **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior discussions, negotiations, understandings and agreements relating to that subject matter.

### **14. NO WAIVER**

A failure or delay by either party to exercise a right or remedy under this Agreement does not constitute a waiver of that right or remedy.

### **15. SEVERANCE**

15.1 A provision of the Agreement that is void, illegal or unenforceable is ineffective only to the extent of the provision's illegality or unenforceability, but the remaining provisions are not affected.

### **16. FURTHER ASSURANCES**

16.1 The Client must promptly do all things and execute all documents reasonably required by Vantage Markets Group to:

- (a) Give effect to this Agreement;
- (b) enable Vantage Markets Group to exercise its rights under this Agreement; and
- (c) demonstrate the Client's compliance with this Agreement.

### **17. SURVIVAL**

Any provision of this Agreement which by its nature is intended to survive termination, including confidentiality, indemnities, liability, dispute resolution and governing law provisions, survives termination of this Agreement

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