



Institutional Client Agreement

Version: February 2024

VANTAGE GLOBAL PRIME LLP

FRN: 590299

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Vantage Global Prime LLP (hereinafter referred to as “**Vantage**” or “the Company”), authorised and regulated by the Financial Conduct Authority (FCA) FRN: 590299 and is located at 7 Bell Yard, London WC2A 2JR, United Kingdom and Client have caused this Institutional Client Agreement (hereinafter – the “Agreement”) to be signed and delivered by their duly authorized officers as of the Effective Date.

WHEREAS the Parties wish to enter into a relationship whereby Vantage will provide tradable prices/liquidity to the Client in strict conformity with the terms and conditions set in this Agreement.

PLEASE READ CAREFULLY IN ITS ENTIRETY

CLIENT INFORMATION AND EFFECTIVE DATE

Client Name: _____

Legal Address: _____

Service Address: _____

Address for Notices: _____

Main Contact: _____

Main Contact Phone: _____

Main Contact Email: _____

Effective Date: _____



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1 RISK DISCLOSURE NOTICE

This brief statement does not disclose all of the risks and other significant aspects of Margin Forex ("FX") and Contracts-for-Difference ("CFDs") Trading

If you have pursued only conservative forms of investment in the past, you should study Margin FX and CFDs trading further before continuing an investment of this nature. You could lose all funds you deposit as initial margin as well as substantial amounts of capital when trading financial instruments if the market goes against your investment. You may also be liable for losses that exceed the amount of margin you post.

Trading Margin FX and CFDs are highly speculative and are suitable only for the Clients who understand and are willing to assume the economic, legal and other risks involved, and are financially able to assume losses up to or in excess of Margin or Deposits. The Client hereby certifies and confirms that the Client understands these risks and that the Client is willing and able financially and otherwise to assume the risks trading Margin FX and CFDs and that the funds the Client has committed are purely risk capital and loss of investment will not jeopardise the Client's style of living nor will it detract from the Client's future retirement program.

Opening a Trading Account to speculate or assume the risk of any sort on Foreign Exchange and other products through the Over the Counter ("OTC") market provided by Vantage on a "Spot" basis means assumptions of the following risks:

1.1 Leverage

FX Transactions carry a high degree of risk. High Leverage and low Margin can result in significant losses due to small price fluctuations in the traded products.

1.2 Margin

Margins are set by Vantage with a degree of discretion and may differ from other firms. Vantage is authorized to convert funds in the Client's Trading Account for Margin into and from such foreign currency at a rate of exchange determined by Vantage in its sole discretion based on then-prevailing money market rates. It is the responsibility of the Client to monitor and maintain the minimum Margin Level requirements to support all Client's open positions at all times.

1.3 Risk Reduction

Stop-Loss Orders or Stop Limit Orders, which are intended to limit losses to specific amounts and may reduce the losses incurred by price fluctuations, however, such orders may not be able to execute under certain abnormal market conditions.

1.4 Currency Fluctuation Risk

If the Client directs Vantage to enter into any FX Contract or CFD:

- 1.4.1 any profits or loss arising as a result of a fluctuation in the exchange rate affecting such instrument will be entirely for the Client's account and risk;



- 1.4.2 all initial and subsequent deposits for margin purposes shall be made in USD, or any other currency which Vantage may choose to accept, in such amounts as Vantage may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposits; and
- 1.4.3 Vantage is authorised to convert funds in Client's account for margin into and from such foreign currency at a rate of exchange determined by The Company in its sole discretion based on the then-prevailing money market rates.

The profit and loss in any given transaction may be affected by a currency rate that is used to convert to the Accounts base currency.

1.5 Volatility

Foreign exchange trading can involve a high degree of volatility which may result in substantial movements in the level of the Client's multi-currency exposure, possibly leading to significant losses.

The Client acknowledges that market regulations and/or a significant imbalance of supply and demand, or a lack of liquidity may result in the temporary inability to process the orders. This may result in the Client holding positions for longer than desired or having to liquidate due to insufficient margin, which may result in losses up to or in excess of deposits.

1.6 Multi-currency Exposure

The Client is responsible for the ongoing maintenance of multi-currency exposure which may expose the Client to increased risks of losses and may lead to significant losses. The Client agrees not to hold Vantage liable for any losses incurred as a consequence of Vantage maintaining such multi-currency exposure in the Client's account.



1.7 Technical

If the Client undertakes transactions on an electronic trading system, the Client will be exposed to risks associated with the system, including the failure of hardware and software. The result of any system failure may be that the Client's order is either not executed according to the Client's instructions or is not executed at all.

The Client is responsible for any technical issues sustained on the Client's side. These issues include but are not limited to:

- 1.7.1 failure of Client's hardware, software or internet connection;
- 1.7.2 improper operation of Client equipment or Improper settings on the Client's Terminal delay of Client Terminal updates;
- 1.7.3 trading platform software failure on Client's computer.

1.8 Transmission

The Client acknowledged that once a Transmission is made from the Client Terminal and enters the execution queue and begins being processed, it cannot be cancelled. Any other instruction pertaining to the Transmission will be ignored until the Transmission is completed. The Client should always verify that the details of Volume, Product and Price Level prior to submitting any Transaction.

1.9 Trading Agents

In the event that the Client grants trading authority to a third party, the "Trading Agent", whether on a discretionary or non-discretionary basis, Vantage shall in no way be responsible for reviewing the Client's choice of such trading and is in no way liable for any losses incurred by such a party and any disputes that may arise will be resolved between Client and Trading Agent. In the case of an unnamed Trading Agent on the Client's Account, Vantage is not liable for rejecting any instruction from a non-authorized party on the Client's Trading Account.

1.10 Human Errors

The Client understands that any error that is made by Vantage's employee that results in any position opened at an "untraded" price cannot be honoured and will subsequently be deleted.

1.11 Bankruptcy

In the case of Bankruptcy, creditors retain priority. All transactions entered into with Vantage by the Client are not traded on an exchange. Therefore, under the regulating code of law, the Client's funds may not receive the same protections as funds used to guarantee exchange-traded futures or options contracts. If the company becomes insolvent, the Client's claim for deposits and profits may not receive priority. The Client is a general creditor and will be paid as such from any monies still available after priority claims are paid.



1.12 Force Majeure

In case of force majeure, the Client shall accept the risk of financial losses. The Client hereby represents and warrants that it will review the company's risk disclosure notice and any additional risk disclosure statement (if applicable) each time they are amended. The Client will not affect any opening transaction in Client's account unless Client understands the company's revised risk disclosure notice, and the Client agrees that in effecting any opening transaction it is deemed to represent that the Client has read and understands the company's revised risk disclosure notice as in effect at the time of such opening transaction.

2 DEFINITIONS AND INTERPRETATION

2.1 Definition

In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

Affiliate means any person controlled by, or controlling, or in common control with any party hereto, as the case may be.

Applicable Legislation means all applicable legislation, regulations and any and all directives, requirements and/or guidelines of the Regulators.

ASIC means the Australian Securities and Investments Commission, the Australian financial services regulator.

Associated Person means any employee, director, shareholder, agent, subcontractor, distributor, franchisee, corporation, partnership, joint venture, trust, unincorporated association or organization, employed by, acting for or otherwise associated with or affiliated to a party hereto, as the case may be.

Business Day means a day that is not a Saturday or a Sunday, nor a bank or public holiday in the United Kingdom.

CIMA means the Cayman Islands Monetary Authority, the Cayman Islands financial services regulator.

Client means any person who completes the registration process enabling him to use the Offering, branded by and provided by a licensed investment firm.

Client Information means any data relating to Clients, including without limitation, names, addresses, email addresses, credit card numbers and expiration dates, and any and all other information relating to the Clients.

Commission shall mean the amount brokerage commission owing in accordance with Schedule 1.

Control means possessing, directly or indirectly, the power to direct or cause the direction of, the management and policies of another person, whether through ownership of voting securities or partnership interests, representation on its board of directors or similar governing body, by contract or otherwise.

CySEC means Cyprus Securities and Exchange Commission, the Cyprus financial services regulator.



Domain Names means the domain names notified by the Client to Vantage in writing from time to time which shall serve as the unique resource locators for the Website, subject to Vantage's prior written approval and, if required, subject to the approval of the Regulators.

Effective Date means the date hereof.

FCA means the Financial Conduct Authority, the UK financial services regulator.

Intellectual Property Rights means pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in Software), and any applications for any of the aforesaid, database rights, design rights, know-how, trade secrets, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

Offering means the Client's online FX and CFD leveraged products made available to the Clients.

Regulators means CIMA, ASIC, CySEC, FCA and/or any applicable regulatory or governmental authority relating (as the context requires) to each party's obligations under and/or pursuant to this Agreement.

Services means the services provided by Vantage (on its own or through any of its Affiliates) as described in Schedule 2.

Vantage Brands means the brands "Vantage", "Vantage Global Prime LLP" and any other brand or mark that is owned and/or operated by Vantage, Vantage's Affiliates and any other company of Vantage or Vantage's Affiliates.

Vantage Policies means all internal policies, rules and procedures which Vantage may establish and/or modify from time to time, including, without limitation, policies relating to privacy, money laundering and codes of conduct relating to marketing and operations.

VFSC means Vanuatu Financial Services Commission, the financial regulatory authority of Vanuatu

Term means the period set out in Article 3.2.

Turnover means the turnover generated by the Clients' use of the Offering.

Website means any website accessed by means of the Domain Names and which shall provide Clients with access to the Offering.

- 2.2 In this Agreement (except where the context otherwise requires): words denoting the singular include the plural and vice versa; words meaning any gender include all other genders; any reference to "persons" includes individuals, bodies corporate, companies, partnerships, unincorporated associations, firms, trusts and all other legal entities; any reference to a party is to a party to this Agreement.
- 2.3 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this agreement.



- 2.4 The Preamble and Schedules to this Agreement shall for all purposes form part of this Agreement. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 2.5 Any reference to an Article, sub-Article, paragraph or schedule is to the relevant Article, sub-Article, section or schedule of this Agreement unless stated otherwise.
- 2.6 Article headings are for convenience only and shall not affect the interpretation of this Agreement.

3 APPOINTMENT AND TERMS

- 3.1 The Client hereby non-exclusively appoints Vantage to provide it with the Offering and Services, and Vantage hereby agrees to provide the Offering and Services to the Client, subject to the terms and conditions of this Agreement.
- 3.2 This Agreement shall commence on the Effective Date and shall continue until the end of 1 (year) years from the Effective Date unless terminated earlier (the "Initial Term"). Upon the expiration of the Initial Term, and subject to the provisions of Article 13, the term of this Agreement shall automatically renew for successive periods of 12 (twelve) months each, unless and until either party delivers written notice of non-renewal to the other party at least 90 (ninety) days before the expiration of the Initial Term or any renewal term. The Initial Term, together with all renewal terms, will be defined as the "Term".

4 OFFERING AND SERVICES

The Offering and Services shall be provided in compliance with Applicable Legislation and Vantage policies. For the avoidance of doubt, the parties acknowledge that the scope and level of the Offering and Services may be increased, reduced or adjusted by the Client only if and to the extent necessary to make such offering compliant with, and viable under, all Applicable Legislation and Vantage Policies as they come into effect.



5 FEES AND COMMISSION

- 5.1 Schedule 1 outlines the consideration received by both parties to this Agreement.
- 5.2 Notwithstanding the foregoing and for the sake of clarity it is hereby stated and agreed that in the event that the Client requests any products, services or deliverables in addition to those considered herein, the Client shall be obligated to pay for such products, services or deliverables in such amounts as shall be agreeable to the parties.
- 5.3 Any amounts received by the Client under this Agreement are inclusive of any tax, charge or levy; if any tax, charge or levy (including, but not limited to, VAT) is imposed in respect of any amounts received by the Client under this Agreement, then such tax, charge or levy (including, but not limited to, VAT), as the case may be, shall not be added to any amounts received by the Client under this Agreement, and Vantage will be under no obligation to increase any such amounts to compensate for any such tax, charge or levy (including, but not limited to, VAT).

6 MARKETING AND PROMOTIONS

- 6.1 Vantage may restrict the availability of the Offering (or any part thereof) and any of the languages in which the Offering is provided to potential and/or existing Clients in any territory if Vantage reasonably believes that any legal or regulatory environment (and/or any actual or proposed changes thereto) in the relevant territory will expose Vantage or any Affiliate or Associated Person of Vantage to the risk of legal, regulatory or economic sanctions should Vantage continue to provide or make available the Offering to potential and/or existing Clients in that territory. Vantage may further restrict the availability of the Offering (or any part thereof) to potential and/or existing Clients in any territory in which Vantage detects high fraudulent activity.
- 6.2 The Client will, upon Vantage's request, make such reasonable changes to the Website, to ensure compliance with Applicable Legislation and to support the provision of the Offering to the Clients and potential Clients. Notwithstanding the foregoing, the Client shall be responsible for ensuring that the Website is compliant with Applicable Legislation in respect of the countries from which the Clients emanate.
- 6.3 No officer, director, employee, consultant or agent of the Client or any Affiliate or Associated Person of the Client, is permitted to register as a Client, without the prior written consent of Vantage; and in any case, if such consent is provided by Vantage, it is hereby clarified that no funds can be withdrawn from an account opened by such a Client.
- 6.4 Either party will notify other parties immediately and without any delay of any communication from the Regulators which suggests or provides for a suspension, termination, revocation, cancellation (or any other similar act) of the Client's or the Client's licensees' issued licenses, or any other communication from the Regulators which relates to compliance issues of the Client.



7 OWNERSHIP AND INTELLECTUAL PROPERTY

- 7.1 The parties acknowledge that the Client, its Affiliates and/or its licensors shall at all times remain the sole owner(s) of all Intellectual Property Rights (whether in existence now or arising at any time in the future) in the Offering and any and all deliverables delivered pursuant to this Agreement.
- 7.2 The Client shall not use any Intellectual Property Rights of Vantage not in accordance with the provisions of this Agreement; without derogating from the above, the Client will not use any Intellectual Property Rights of Vantage in a manner which may have an adverse effect on the value or goodwill of the Intellectual Property Rights of Vantage.

8 CLIENT INFORMATION

- 8.1 Each party hereby acknowledges that the other party is entitled to access and use the Client Information to fulfil its obligations under this Agreement, in accordance with Applicable Legislation (including applicable data protection and privacy directives and legislation) and any privacy policy stated on the Website from time to time.
- 8.2 Both parties shall keep confidential the Client Information and shall not disclose the Client Information to any third party other than (i) in accordance with a data disclosure agreement with the Clients solely for the purpose of providing the Offering and fulfilling its obligations under this Agreement, or (ii) if it is legally required to do so pursuant to any Applicable Legislation and in such circumstances the disclosing party shall notify the other party of any such required disclosure, and if requested by the other party, cooperate with the other party in obtaining protective orders prior to any such disclosure.
- 8.3 The Client shall only pass Client Information to Vantage upon request by Vantage for the sole purpose of Vantage fulfilling its obligations under this Agreement. On account of the sensitivity, importance and confidential nature of the Client Information, the Client hereby agrees that any Client Information that may come into its possession during the Term shall be dealt by it with the same measures as those applied by Vantage and that the gathering, use and storage of the Client Information shall remain at all times subject to Applicable Legislation (including applicable data protection and privacy directives and legislation) and any privacy policy stated on the Website from time to time.
- 8.4 Subject to the provisions of the Applicable Legislation and the requirements of the Regulators, the right of Vantage to use the Client Information pursuant to the terms of this Agreement shall expire upon termination or expiration of this Agreement.
- 8.5 Vantage shall archive and maintain all Client Information for the longest of a minimum period of 7 (seven) years from the date the information was collected or for the period required by Applicable Legislation, the Regulators or Vantage Policies.
- 8.6 Subject to the provisions of this Article, during the term and upon termination or expiration of this Agreement, for any reason, the Client shall have the sole and exclusive right to use the Client Information in any manner and in its sole discretion.



9 CONFIDENTIAL INFORMATION

- 9.1 Each party shall keep confidential and shall not disclose to any third party any and all proprietary information or confidential information disclosed to it by the other party prior to, on, or after the Commencement Date, and/or relating to the business, processes, practices, products, Clients, accounts, finance or contractual arrangements or trade secrets of the other party and any information concerning the Offering or the substance of any report, recommendations, advice, test disclosed in relation to the Offering (including without limitation the Client Information) ("Confidential Information"), and shall use such Confidential Information for the performance of its obligations under this Agreement; provided, however, that Vantage may disclose Confidential Information required for the provision of the Offering in accordance with this Agreement.
- 9.2 If either party becomes aware of any breach of confidence by any of its employees, agents, or sub-contractors, it shall promptly notify the other party and give the other party all reasonable assistance in connection with any proceedings, which the other may institute against any such persons. The parties further agree to keep confidential and not to disclose to any third party, except as may be required by Applicable Legislation, any of the terms and conditions of this Agreement.
- 9.3 Without derogating from the provisions of Article 10.2, the obligations in this Article shall not apply to information that is in the public domain or which becomes part of the public domain through no fault of the receiving party, to information already known to the receiving party prior to the disclosure of Confidential Information to it, and to any information that is required to be disclosed by law. Either party may disclose Confidential Information that has been approved in advance in writing by the other party for disclosure.
- 9.4 No press release in respect of the execution of this Agreement or any matters arising therefrom may be released by either party in respect of this Agreement without the express written approval of the other party, save that each shall be entitled to make reasonable references to the other party and to the provision of the Offering in their own corporate literature in connection with the promotion of that party's business. Notwithstanding the foregoing, nothing in this Article shall prohibit Vantage or any Affiliate of Vantage from making any announcement or despatching any circular as required by Applicable Legislation.



10 REPRESENTATIONS AND WARRANTIES

10.1 Each of Vantage and the Client represents, warrants and undertakes that:

- 10.1.1 it has the full right, power, legal capacity and authority to perform its obligations under this Agreement, subject to regulatory approvals;
- 10.1.2 the entering by it into this Agreement and the performance thereof, will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement to which it is a party;
- 10.1.3 there is no action, suit or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business as contemplated herein or to enter into or perform its obligations under this Agreement, or which adversely affect its financial condition or operations; and
- 10.1.4 it shall comply with all Applicable Legislation and with any relevant privacy and data protection legislation in relation to all Client Information which is personal data (including any sensitive personal data).

10.2 Vantage undertakes, represents and warrants that:

- 10.2.1 it shall act to obtain and maintain any and all regulatory approvals, licences and/or consents required for the performance of its obligations under this Agreement; and
- 10.2.2 it will provide the Offering with reasonable skill, care and diligence and in accordance with the provisions of this Agreement.

10.3 The client undertakes, represents and warrants that:

- 10.3.1 it will undertake its obligations pursuant to this Agreement with all reasonable skill, care and diligence;
- 10.3.2 it shall provide all reasonable assistance to Vantage, as Vantage may require from time to time, to obtain any relevant regulatory approvals, licences and/or consents as Vantage may require for the purposes of this Agreement;
- 10.3.3 it shall maintain the registrations of the Domain Names throughout the Term;
- 10.3.4 it will not amend or add to (or remove) the Domain Name without prior written notification to Vantage and, if required, the approval of the Regulators;
- 10.3.5 it (nor any other person acting on its behalf) shall not offer the Clients or potential Clients any type of incentive bonus deal, without Vantage's prior written notification;
- 10.3.6 it (or any other person acting on its behalf) shall use the Market Data Downstream only for its trading with Vantage.



- 10.3.7 it shall not sell, market or re-distribute the Market Data Downstream to any other Person without prior written approval from Vantage.
- 10.3.8 it is the holder or licensee of the relevant Intellectual Property Rights in the Client brands and marks and that Vantage's use of the Client brands and marks shall not breach any third party's Intellectual Property Rights. In relation to the foregoing, and without derogating from the provisions of Articles 8 and 14, the Client hereby agrees to indemnify and hold harmless Vantage both during the Term and thereafter, in relation to any claims, losses or damages made or raised against Vantage in regard to the use of the Client brands and marks by Vantage; and
- 10.3.9 it holds and/or licenses its technology to firms that hold (and shall continue to hold during the Term) an investment firm license issued by CIMA, ASIC, FCA, CySEC, VFSC or any other license confirmed to be appropriate by Vantage, allowing it to receive, execute and transmit orders of the Clients, as well as receive, hold and dispose of funds of the Clients.

11 EXCLUSIVITY

Vantage will be, and will remain at all times throughout the Term, the non-exclusive provider to the Client and to the Client's Affiliates, worldwide, of all products and services under this agreement that are the same or substantially the same as the Offering and the Services. The Client may throughout the Term, receive or attempt to receive, from any person or entity apart from Vantage, products or services the same or substantially the same as the Offering and Services.

12 TERMINATION

- 12.1 This Agreement will be effective as of its Effective Date and will remain effective until the Agreement is terminated by either party.
- 12.2 The Client may terminate this License Agreement with immediate effect at any time. Without limiting other remedies, Vantage may limit, suspend, or terminate this license and use of the Software, prohibit access to the Software with immediate effect, automatically and without recourse to the courts, if Vantage thinks that the Client is in breach of the terms of the Agreement including this License Agreement, creating problems, legal liabilities (actual or potential), infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons.
- 12.3 Consequences of Termination: Upon termination of this License Agreement: (a) all licenses and rights to use the Software shall immediately terminate; (b) the Client will immediately cease any and all use of the Software; and (c) the Client will immediately remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in Client's possession or under Client's control.
- 12.4 Vantage reserves the right to change this License Agreement at any time by sending the Client the revised License Agreement. The revised License Agreement shall become effective within ten (10) days of its receipt by the Client. The Client's continued use of the Software constitutes Client's acceptance to be bound by the terms and conditions of the revised License Agreement.



13 LIMITATION OF LIABILITY

Without prejudice to any other limitations set out in any Appendix, neither Vantage nor any person connected with it nor any of its agents shall be under any liability whatsoever for:

- 13.1 any loss of opportunity whereby the value of the Client's account may have been increased nor for any reduction in the value of your account as a result of market movements;
- 13.2 the taxation consequences of any transaction;
- 13.3 taxation charges arising for any reason;
- 13.4 any loss or damage sustained by the Client, or any third party, as a result of or in connection with services and the provisions of this Agreement except such loss or damage is caused by our negligence or wilful defeat or any contravention by us of any applicable regulatory rules;
- 13.5 any delay in performing, or for any failure to perform, any obligations in relation to the services provided by us, if the cause or failure was due to any caused beyond our reasonable control;
- 13.6 any oral or written representation (unless fraudulent);
- 13.7 any implied warranty, condition, or other terms, or any duty at common law; or
- 13.8 any loss of profit or any indirect, special or consequential loss, damage, costs, expenses, or other claims (caused by negligence or otherwise of us or any person connected with us or any of our agents) which arise out of or in connection with our provision of the service.

14 FORCE MAJEURE

If either party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that party shall:

- 14.1 promptly serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure and the measures it is taking to remedy and/or mitigate the effects;
- 14.2 use all reasonable endeavours without being obliged to incur any expenditure to mitigate the effects of Force Majeure and/or bring the Force Majeure event to a close, or to find a solution by which the Agreement may be performed despite the continuation of the Force Majeure event;
- 14.3 have no liability (save for the service of notice pursuant to the provisions of this Article) in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and
- 14.4 upon cessation of the Force Majeure event, use its reasonable endeavours to recommence its affected operations in order for it to perform its obligations.
- 14.5 For the purposes of this Agreement "Force Majeure" means any cause beyond the reasonable control of the parties including, without limitation, any of the following:



- 14.5.1 act of God;
 - 14.5.2 war, insurrection, riot, civil disturbance, acts or attempted acts of terrorism;
 - 14.5.3 fire, explosion, flood, storm;
 - 14.5.4 theft or malicious damage;
 - 14.5.5 strike, lock-out, or other industrial dispute (whether involving the workforce of the party so prevented or any other party), third party injunction;
 - 14.5.6 national defence requirements, acts or regulations of national or local governments (including, without limitation, legislation or other regulation restricting, preventing or otherwise prohibiting the provision or availability of online FX and CFD Leveraged products);
 - 14.5.7 public power shortages, malfunctions or failures in public telecommunication or IT services, or breakdown of other public infrastructures; or
 - 14.5.8 inability to obtain essential power, raw materials, labour, malfunction of machinery or apparatus
- 14.6 If the event of Force Majeure continues for 90 (ninety) days, at that point, either party may terminate this agreement immediately.

15 GENERAL

- 15.1 Neither party may assign this Agreement without the other party's prior written consent; for the purpose of this Article, an assignment includes, but is not limited to, any change of ownership of either party. Notwithstanding the foregoing, Vantage shall be entitled to assign this Agreement to any third party, without the requirement to receive consent from the Client, (i) if such assignment is required as part of a merger, sale of assets or other similar transaction in which Vantage, or the corporate group in which it exists, is involved, provided that Vantage (a) provides 30 days prior written notice to the Client of such assignment, (b) the assignee undertakes in writing towards the Client to comply with the provisions of this Agreement.
- 15.2 This Agreement together with the Schedules attached hereto is the complete and entire agreement between Vantage and the Client regarding the subject matter hereof and supersedes all prior agreements or understanding between the two parties and each party acknowledges that it has not relied upon any representation from the other which is not contained in this Agreement in entering into this Agreement.
- 15.3 No modification or waiver of this Agreement shall bind either party unless it is in writing and is signed and accepted by an authorized representative of each party.
- 15.4 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect, and the parties shall replace such illegal or unenforceable provision with a provision which legal and enforceable provisions which will reflect the greatest extent possible the intention of the parties hereunder.



- 15.5 The failure of either party at any time in enforcing any right or remedy under this Agreement shall not be construed as a waiver of any future or other exercise of such right or remedy.
- 15.6 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by recorded delivery to the other party at the address noted in this Article. Any such notice or other documents shall be deemed to have been received by the addressee 7 (seven) Business Days following the date of dispatch if the notice or other document is sent by registered post, or in the following Business Day after the day in which the notice is received by personal delivery.
- 15.7 In the case of Vantage, notices shall be sent to:
- Attention: Compliance Department
Vantage Global Prime LLP
7 Bell Yard, London, WC2A 2JR, United Kingdom
Email: compliance@vantagemarkets.co.uk
- 15.8 And in the case of the Client, notices shall be sent to the address specified in the Client information table.
- 15.9 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- 15.10 This Agreement shall be subject to the laws of the United Kingdom.

(signature page follows)



EXECUTED AS AN AGREEMENT

Executed by Vantage

<p>_____ <i>Signature: Director/Sole Director/Secretary (strikeout as applicable)</i></p> <p>_____ <i>Full name (print)</i></p> <p>_____ <i>Date (DD/MM/YYYY)</i></p>		<p>_____ <i>Signature: Director/Secretary (strikeout as applicable)</i></p> <p>_____ <i>Full name (print)</i></p> <p>_____ <i>Date (DD/MM/YYYY)</i></p>
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Executed by Client

<p>_____ <i>Signature: Director/Sole Director/Secretary (strikeout as applicable)</i></p> <p>_____ <i>Full name (print)</i></p> <p>_____ <i>Date (DD/MM/YYYY)</i></p>		<p>_____ <i>Signature: Director/Secretary (strikeout as applicable)</i></p> <p>_____ <i>Full name (print)</i></p> <p>_____ <i>Date (DD/MM/YYYY)</i></p>
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SCHEDULE 1

Total Net Open Position ("NOP") Limit

- USD100 Million

Client Specific Terms	
Minimum Initial Deposit	20,000 USD
Minimum monthly charge	2,000 USD*
Margin Requirement	Please refer to the institutional product specifications
Commission charge	USD Per Million
Swaps	Standard

*The minimum monthly charge of 2000 USD will be offset by commission charges generated for that calendar month. Minimum charges will apply from the 3rd month onwards.

**The minimum monthly charge of 2000 USD will be waived if the trading volume for the calendar month is 200M USD or greater. Minimum charges will apply from the 3rd month onwards.



SCHEDULE 2: SERVICES

- 1 The following services will be provided by Vantage, for as long as this Agreement is in effect:
 - 1.1. Liquidity streaming to the platform on Over-The-Counter FX and Derivatives Leveraged Products, subject to agreement in writing.
 - 1.2. Quotes per demand, subject to agreement in writing.
- 2 Services are provided to the Domain Names:
 - 2.1. Insert Domain Name: _____
- 3 Other URLs provided in writing by the Client to Vantage and accepted by Vantage within 14 days of receipt of the request for acceptance, such acceptance not to be unreasonably withheld.



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Vantage is a trading name of Vantage Global Prime LLP which is authorised and regulated by the Financial Conduct Authority. FRN: 590299 and its principal place of business is at 7 Bell Yard, London WC2A 2JR, UK.