



## **Terms of Use**

***CTRL Investments Ltd***

## 1. INTRODUCTION

- (i) A reference in this document to “HFTrading”, “we”, “us”, or “our” is a reference to CTRL Investments Limited ARBN 152 535 085, AFSL 414198; and FSPR number: FSP197465 (which operates under the registered Australia business name, HFTrading).
- (ii) A reference in this document to “you” or the “Client” is a reference to you, being the person in whose name a Trading Account is opened as a Client following completion of an Application Form.
- (iii) These terms will form a binding agreement between us and you (**Agreement**) and will govern your dealings with us, once we have accepted your application and opened a Trading Account for you.
- (iv) You should read this Agreement carefully, including our Product Disclosure Statement (**PDS**) and Financial Services Guide (**FSG**) and any other Regulated Documents we provide to you to ensure you understand the products and services which we offer.
- (v) Our dealings with you pursuant to this Agreement are subject to any applicable Laws.
- (vi) In this Agreement, capitalised words and expressions have their meaning in clause 22 (unless those words are defined elsewhere in the document).

## 2. OPENING A TRADING ACCOUNT WITH US

- (i) This Agreement will come into effect when we accept your application and open a Trading Account in your name.
- (ii) You must have a Trading Account before you can transact with us.

### 2.2 Minimum requirements

- (i) You may only become a Client of HFTrading, where you:
  - (i) are not a minor;
  - (ii) reside in Australia or New Zealand; and
  - (iii) pass the Client Qualification Assessment (which is a questionnaire available on our website which assesses a prospective Client's financial capacity, knowledge and experience to invest in the Financial Products).

### 2.3 Application Form

- (i) To open a Trading Account with us, you are required to complete and submit an Application Form to HFTrading.

- (ii) We generally accept a valid Application Form that is lodged with us, where the minimum requirements specified in clause 2.2 are satisfied. We are not obliged to accept any Application Form and may decline to do so.
- (iii) You represent and warrant to us that the information provided to us in your Application Form is true, complete and accurate in all respects.

#### **2.4 Authorised persons**

- (i) You may authorise another person to act on your behalf to give us instructions in connection with your Trading Account including, without limitation, to execute Transactions or to withdraw funds.
- (ii) You represent and warrant to us that any authorised person, and (if you are a company) the person entering into this Agreement on your behalf, is duly authorised by you to give us instructions in connection with your Trading Account.
- (iii) You must notify HFT Trading either in your Application Form, or otherwise in writing, of any such authorisation, setting out the full name, telephone number, fax number, email address and signature of that person and any other information required by us to identify and verify the authorised person. If you have provided details to us of an authorised person, as part of your Application Form or otherwise, we are entitled to act on instructions from that person, or any person whom we believe to be that person, as instructions given by you, without further enquiry.
- (iv) Any change or revocation of the authority of an authorised person is only effective upon receipt by us of a signed written notice of change or revocation from you.

#### **2.5 Multiple Accounts and Joint Account Holders**

- (i) Unless you have specifically requested us to open separate Trading Accounts, you will be taken to have only one Trading Account.
- (ii) If the Client is comprised of more than one person, as specified in the Application Form, then the Trading Account will be deemed to be held by the persons as joint tenants. The joint holding will only be deemed not to be held as joint tenants if there is a court determination that it is not held as joint tenants.
- (iii) Each person is jointly and severally liable for the obligations under this Agreement, and we may act on the instructions of any one of those persons.

### 3. **USE OF OUR TRADING PLATFORM**

#### 3.1 **Access**

- (i) Our Trading Platform is an online facility that allows you to enter into Transactions with us.
- (ii) It is your responsibility to assess and understand how the Trading Platform operates before entering into any Transactions.
- (iii) You may access and use the Trading Platform to:
  - (i) access your Trading Account;
  - (ii) submit Orders to us;
  - (iii) review your Transactions and Margin Requirements;
  - (iv) receive Confirmations and other reports or notices that we make available to you by posting in the Platform; or
  - (v) monitor your obligations under the Agreements.

#### 3.2 **Liability for use**

- (i) We are not liable to you for any loss, expense, or liability that you suffer or incur because of any failure of the Trading Platform, data or service interruptions, transmission failure or delays or similar technical errors arising out of or in connection with the use, operation, performance and/or error or malfunction of the Trading Platform, other than as a result of our fraud, wilful default or negligence;
- (ii) We are not liable to you for any loss of profits or other losses you might suffer due to errors in quotes which are the result of our typing errors, feed errors or any incorrect perception of information that you enter into the system other than as a result of our fraud, wilful default or negligence;
- (iii) You are responsible for all Orders and for the accuracy of all information sent via the Platform using your name, password or any other means of personal identification implemented to identify you;
- (iv) You must keep all passwords secret and ensure that no one else has access to your Trading Account;
- (v) Unless our Trading Platform or system was compromised, you are liable to us for Transactions and other instructions executed via your password even if you have not allowed your password to be used or your Trading Account is wrongfully accessed; and
- (vi) Any Confirmation that we send or make available to you on the Trading Platform is our confirmation of a Transaction, regardless of whether the Trading Platform

confirms that the Transaction is executed immediately when you send your instructions.

## 4. YOUR TRADING ACCOUNT

### 4.1 Creating Positions

- (i) A Transaction comes into existence when we have accepted, through the Trading Platform, your Order to enter into the Transaction.
- (ii) We may accept your Order to enter into Transactions that create a new Position or increase an existing Position provided that:
  - (i) you are able to cover the Margin required for the Transaction through your available Account Equity and/or by depositing additional cleared funds into your Trading Account;
  - (ii) there are no adverse market conditions or suspensions or trading halts in the Underlying Instrument that prevent us from executing your Order;
  - (iii) your Trading Account has not been terminated or suspended in accordance with this Agreement; and
  - (iv) we do not reasonably suspect that you are engaging in any manipulative trading practices as described in clause 4.7.

### 4.2 Orders

- (i) By placing an Order with us through our Trading Platform, you can:
  - (i) offer to enter into a new Position or increase an existing Position with us; or
  - (ii) ask us to Close Out any open Positions.
- (ii) Before placing an Order you are responsible for ensuring that:
  - (i) the amount of money that your Account Equity is equal to or more than the Margin that we require for your Order; and
  - (ii) you have sufficient Account Equity to meet your Margin Requirement for open Positions.
- (iii) We can accept an Order from you in whole or in part, at our discretion. We do not provide any notice of acceptance. However, if we decide not to accept your Order, we may let you know.
- (iv) If we accept your Order, we may send you a Confirmation. We can email Confirmations and other reports to you in addition to making them available to

you within the Trading Platform. Once we accept your Order, it's binding on you.

- (v) We cannot guarantee that Orders will be executed at the specific amount or stipulated time. If you ask us to cancel an Order and we do not receive your request until after we have accepted that Order, our acceptance of your Order is valid and binding.
- (vi) You acknowledge that any action you take to modify or cancel an Order is ineffective unless:
  - (i) we have received a cancellation notice from you in a form that's acceptable to us; or
  - (ii) we have cancelled the Order on our Trading Platform.

#### 4.3 **Account Equity**

- (i) Your Account Equity will be updated by the Trading Platform in real time and is calculated as follows:
  - (i) your Cash balance; plus
  - (ii) your net unrealised profit or loss from open Positions.
- (ii) Your Account Equity is used to assess whether you have sufficient funds to cover the Margin Requirements for open Positions on your Trading Account.
- (iii) Your available Account Equity is the amount (including any net unrealised profit or loss) that exceeds your Margin Requirement and is available for you to enter into new Transactions with us, provided that the amount available is sufficient to cover the Margin required for the new Transactions.
- (iv) Positions may be denominated in a currency other than the base currency on your Trading Account. We may convert any amounts which relate to those Positions using the current exchange rate determined at our discretion.

#### 4.4 **Cash balance**

- (i) The Cash balance in your Trading Account is calculated as follows:
  - (i) the sum of cleared payments received by us from you, amounts credited by us and any realised profits from your closed Positions; less
  - (ii) the sum of any realised losses from your closed Positions, deducted fees and accepted withdrawal payments which are yet to be processed by us.
- (ii) Your available Cash balance is the cash component of your available Account Equity and is the amount that is available for you to withdraw at any given time in accordance with clause 5.

#### 4.5 **Margin policy**

- (i) You acknowledge that it's your responsibility to be aware of the Margin Requirements and agree to maintain sufficient Account Equity to meet those requirements, at all times while your Positions are open.
- (ii) We are not obliged to let you know when your Account Equity is low and may not be sufficient to cover the Margin Requirements.
- (iii) If you do not have sufficient Account Equity in your Trading Account to cover the Margin Requirements for your Positions, you must Close Out Positions and/or transfer the necessary additional money to us in cleared funds.
- (iv) We may ask you (via a Margin Call) to transfer money to us to meet Margin Requirements, in which case you must transfer immediately to us sufficient funds to cover the Margin Call.
- (v) If you fail to comply with your obligation under paragraph (d), we may Close Out one or more Positions to reduce your exposure. We may cancel any Orders or Close Out one or more of your Positions or part of a Position at our sole discretion without being liable to you.
- (vi) You can calculate the Margin Requirements for your Positions from within the Trading Platform.
- (vii) If we are not able to give you access to the Trading Platform to view your Trading Account because of circumstances outside of our control, we may attempt to contact you to ask you to deposit more money into your Trading Account to meet our Margin Requirements.
- (viii) You acknowledge that in extreme circumstances where your Position is moving or has moved particularly quickly against you, we may not be able to contact you before exercising our rights to Close Out the Position.

#### 4.6 **Close Out of Positions**

- (i) Your open Positions may be Closed Out at your request or by us in certain circumstances.
- (ii) You may Close Out Positions by submitting Orders through our Trading Platform that would trigger a Close Out.
- (iii) We may Close Out Positions in the following circumstances:
  - (i) where your Account Equity falls below 50% of the Margin Requirement or below 100% of the Margin Requirement for a period of 5 days or more;
  - (ii) where we have reason to suspect any illegal activity, including manipulative trading as described in clause 4.7, on or in connection with your Trading Account; or

- (iii) during a force majeure event as described in clause 20, adverse market conditions, or suspensions or trading halts in the Underlying Instrument.

#### 4.7 **Manipulative trading**

4.7.1 If we suspect that:

- (i) you have placed, or may be placing, Orders which may have manipulated, or be seeking to manipulate, our prices, our execution processes or the Platform
- (ii) You are committing any other improper or abusive trading act, including without limitation the following:
  - Fraud/illegal actions that led to the transaction
  - Arbitrage trading, such as “Swap Arbitrage”, “Latency Arbitrage” or “Bonus Arbitrage” on prices offered by our platforms
  - Scalping or placing and closing orders or entering into positions for an arbitrarily short period of time (i.e. less than 180 seconds)
  - Orders placed based on manipulated Prices as a result of system errors or system malfunctions
  - Arbitrage trading on prices offered by our platforms as a result of system errors and/or
  - Coordinated transaction by related parties in order to take advantage of system errors and delays on system updates

4.7.2 we may exercise our reasonable discretion to take any or more of the following actions, without your consent:

- (i) withhold any funds that we suspect have been made from these activities;
- (ii) treat Transactions arising from those Orders as void
- (iii) Close Out some or all of your Positions and collect any outstanding fees and charges payable to us;
- (iv) close or suspend your Trading Account; or
- (v) take any other action that we consider appropriate.

4.7.3 We may give you an opportunity to provide conclusive evidence to us that you have not engaged in such conduct, within 30 days of us giving you written notice under this clause 4.7.



## 5. **WITHDRAWALS**

- (i) You have a right to withdraw some or all of your available Cash balance, provided that you complete and submit a valid Withdrawal Request, as per our Withdrawal Policy, which can be found on our website.
- (ii) When we process a Withdrawal Request, the amount you receive as a withdrawal will be net of any fees or charges we incur in respect of the withdrawal (such as bank fees and charges) and any fees or charges due and payable by you to us.
- (iii) We may not allow you to withdraw funds from your Trading Account where:
  - (i) we have reason to suspect any illegal activity, including manipulative trading as described in clause 4.7, on your Trading Account; and
  - (ii) the withdrawal would cause your Account Equity to fall below the Margin Requirement.

## 6. **FEES AND CHARGES**

- (i) You owe us and must pay to us or as we direct any applicable fees and costs in connection with your Trading Account, as stipulated in Regulated Documents and on our website or Trading Platform.
- (ii) We may notify you of new fees and costs, or any increases to existing fees and costs by giving 30 days' written notice.

## 7. **PAYMENTS AND SET OFF**

- (i) You may deposit funds into your Trading Account at any time.
- (ii) Deposits will only be accepted by a payment method (such as a bank account, credit cards or e-wallets) in the same name as the name given to establish your Trading Account. Under no circumstances will we accept any payments from a third party.
- (iii) If we are not satisfied that you are the sender of the funds, we reserve the right to reject the funds and return them to the remitter.
- (iv) You may be required to submit additional documentation, including identity documents, as required by AML Laws and any other similar regulations applicable to us.
- (v) Following the receipt of a valid Withdrawal Request, we will only refund the withdrawal proceeds via the payment method provided when funds were initially deposited into the Trading Account, unless you have notified us of any changes to your payment details and we have verified the new payment details provided.

- (vi) We will only make withdrawal payments to you and not to any third party.
- (vii) We may set off any payments owed to you (whether or not it is due) against any payments that you owe to us under this Agreement.

## 8. **NO ADVICE**

- (i) You acknowledge and agree that:
  - (i) we are not authorised to provide you with personal advice;
  - (ii) to the extent that any information given by us (including through our sales centre staff, any promotional or marketing materials and in Regulated Documents) constitutes financial product advice, such advice constitutes general financial product advice only;
  - (iii) any information which we give to you will not take into account your personal objectives, financial situation or needs; and
  - (iv) it is your responsibility (and not our responsibility) to ensure that any Transaction you enter into is appropriate, having regard to your personal objectives, financial situation and needs.

## 9. **INDEMNITIES**

- (a) Subject to any applicable Law, you will indemnify us, and keep us indemnified on demand, in respect of all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by us as a direct or indirect result of any failure by you to perform any of your obligations under this Agreement, in relation to any Transaction or in relation to any false information or declaration made either to us or to any third party.
- (b) You acknowledge that this indemnity extends to our legal and administrative costs and expenses incurred in respect of preparing for and taking any legal or investigatory action against you, or instructing any debt collection agency, to recover monies owed by you to us.
- (c) To the extent permitted by Law, you will indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, actions, proceedings, claims, damages or costs resulting from or arising out of any act or omission by any person obtaining access to your Trading Account.

## 10. **LIMITATION OF LIABILITY**

- (a) Neither we, nor any of our related bodies corporate, officers, directors or employees are responsible or liable to you or any authorised person for any:
  - (i) loss arising as a result of any failure of any software, hardware, communication technology or other system, including but not limited to the Trading Platform;
  - (ii) loss relating to the provision of data made available via the services we provide, including the Trading Platform, delays, disruptions, inaccuracies or the loss of data;
  - (iii) loss relating to your use of, or reliance upon any data provided to you via the services we provide, including the Trading Platform;
  - (iv) delay or failure by us to act on an Order or other instruction from you;
  - (v) actions or inaction of third parties (including those which may be negligent or unauthorised) relating to the services we provide or the Trading Platform; or
  - (vi) trading losses suffered by you in connection with your Trading Account.

## 11. **TAXATION**

- (i) You will be responsible at all times for the payment of all Taxes due in connection with your Trading Account, and for providing the relevant tax authority with any information relating to your dealings with us under this Agreement.
- (ii) You agree that any information we may provide to you in relation to the tax treatment of your dealings with us does not constitute tax advice, and it would not be reasonable for you to rely on this information without considering your personal circumstances.

## 12. **INTELLECTUAL PROPERTY**

- (i) We and our licensors (as the case may be) will retain the intellectual property rights in the software and databases (including in your Trading Account) within the Trading Platform, and you will not in any circumstances, claim or assert any title, benefit or interest in them.
- (ii) You receive no copyright, intellectual property rights or other rights in or to the Trading Platform, except those specifically set out in this Agreement.

### 13. **PRIVACY**

- (i) You confirm that you understand and agree that we will collect your personal information for the purposes of assessing your application and maintaining and operating your Trading Account.
- (ii) You authorise us to collect your personal information from you when we provide services to you under this Agreement.
- (iii) You authorise us to use (and disclose) any information we collect from you or from others, or such other relevant documents:
  - (i) to assess your request for us to provide our services to you;
  - (ii) to provide our services to you in accordance with this Agreement;
  - (iii) for the purposes of complying with our obligations regarding your beneficial interests;
  - (iv) to allow us to communicate with third parties in connection with the matters contemplated by this Agreement, such as in connection with the Trading Account; and
  - (v) to ensure that legal and regulatory requirements under applicable Laws are met.
- (iv) You agree that you have a continuing obligation to immediately notify us if any of your information that you have previously provided to us changes.
- (v) You have the right to request and view any documentation we have collected from you (free of charge).

### 14. **TELEPHONE RECORDINGS**

- (i) You agree that we may record all telephone conversations that our representatives have with you on our behalf, and use or disclose those recordings, or transcripts from those recordings, to any party (including but not limited to any Regulator and/or court) in connection with any dispute or anticipated dispute between us and you, or in accordance with any applicable Laws.

### 15. **NOTICE AND OTHER COMMUNICATIONS**

- (i) We may send any notice we are required to give under this Agreement, and any information we may wish to send to you in connection with your Trading Account, to you or any of your authorised persons. Such information may include marketing material that may be distributed in a variety of ways including by mail, email, SMS, telephone, online advertising or facsimile.

- (ii) You agree to receive all communications (such as documents (including Regulated Documents), notices, instructions and other communications we may send to you or any authorised person from time to time) in electronic format. Communications may be sent to you electronically, by posting the information on our website, our Trading Platform, or through e-mail the email address specified in your Application Form or otherwise notified to us in writing.
- (iii) Communications take effect from the time they are received unless a later time is specified in them.

## 16. **ASSIGNMENT**

- (i) You are not permitted to assign or otherwise deal with your rights under this Agreement or allow any interest in them to arise or be varied without our consent.
- (ii) We may assign or otherwise deal with our rights under the Agreement without your consent. You agree that we may disclose any information or documents we consider necessary (including Confidential Information at our reasonable discretion) to help us exercise this right.

## 17. **SEVERABILITY**

Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this Agreement in the relevant jurisdiction to the extent of that illegality, unenforceability or invalidity, but the rest of this Agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

## 18. **SUSPENSION AND TERMINATION**

### 18.1 **Suspension**

- (i) We have a right to suspend any Transaction, the Trading Account or access to the Trading Platform, if any of the following events occur:
  - (i) a force majeure event as described in clause 20;
  - (ii) a trading halt in the underlying financial instrument; or
  - (iii) we have reason to suspect any illegal activity, including manipulative trading as described in clause 4.7, on your Trading Account.

## 18.2 Termination by you

- (i) You may terminate this Agreement and close your Trading Account by providing us 30 Business Days written notice.
- (ii) We will not process your request until such time all your open Positions have been Closed Out on the Trading Platform, and all amounts which you owe to us have been paid.

## 18.3 Termination by us

- (i) We may direct you to close your Trading Account by giving you written notice specifying the date by which you must Close Out all open Positions.
- (ii) We will close your Trading Account and terminate this Agreement when all your open Positions have been Closed Out on the Trading Platform, and all amounts which you owe to us have been paid.
- (iii) Following the occurrence of one or more of the following events, we may by notice to you specify a Liquidation Date for the termination and liquidation of your open Positions, and our respective rights and obligations under this Agreement in accordance with clause 18.4:
  - (i) you breach any of your obligations under this Agreement, including on the basis that you do not provide information to us when requested;
  - (ii) an Insolvency Event has occurred or is likely to occur;
  - (iii) you die; or
  - (iv) a force majeure event as described in clause 20 has occurred and continues to occur for more than

## 18.4 Consequences of Termination

You do not have any right to access the Trading Platform where the Agreement has been terminated. Your access to the Trading Platform will cease when your Trading Account is closed, and your log in details will expire after a period of time determined at our discretion.

## 19. DISPUTE RESOLUTION

- (i) We have internal and external resolution procedures in place to deal with any complaints or disputes which may arise between us and you. Please refer to our complaints handling procedures which can be found on our website.
- (ii) You agree to give us an opportunity in the first instance to respond to your complaint through our internal dispute resolution procedures. If our response is not satisfactory, then you may refer your complaint to the relevant External

Dispute Resolution Scheme of which we are a member, as specified in our Regulated Documents.

- (iii) You acknowledge that our internal and external dispute resolution procedures do not prevent us from commencing proceedings in any other relevant jurisdiction for the enforcement of any complaint determination.

## 20. **FORCE MAJEURE**

- (i) We are not liable for any loss incurred by you or any authorised person, either directly or indirectly, as a result of any one or more of the following force majeure events:
  - (i) loss or damage by fire, storm, tempest, explosion, lightning, other weather events, earthquake or other act of God or civil commotion or other similar cause;
  - (ii) war, terrorism, revolution, insurrection, riot or invasion;
  - (iii) any strikes or industrial disputes affecting our ability to perform our obligations under the Agreement; or
  - (iv) any other events or circumstances that are beyond our control, and are not caused by our fraud, wilful default or negligence.
- (ii) Where a force majeure event occurs we will use reasonable endeavours to avoid any unnecessary interruption to the services available to you.
- (iii) To the extent that any force majeure events cause a delay in the availability of our services, we may notify you as soon as practicable and where possible, about the nature and extent of the delay and the likely duration of the delay.

## 21. **GOVERNING LAW**

- (i) If you reside in Australia, this Agreement is governed by the laws of New South Wales, and you submit to the non-exclusive jurisdiction of the courts of New South Wales.
- (ii) If you reside in New Zealand, this Agreement is governed by the laws of New Zealand, and you submit to the non-exclusive jurisdiction of the courts of New Zealand.

## 22. **INTERPRETATION AND DEFINITIONS**

- (i) **Rules for the interpretation of this Agreement**

- (i) In this Agreement and unless the context indicates a contrary intention:
- (A) headings are for convenience only and do not affect interpretation;
  - (B) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated);
  - (C) a reference to any Agreement (including this Agreement) is a reference to that document as varied, novated, ratified or replaced from time to time;
  - (D) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it; a reference to any document published by any Regulator includes any modification of it or any document substituted for it;
  - (E) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
  - (F) references to parties or clauses are references to parties and clauses of this Agreement;
  - (G) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
  - (H) if the payment of any money or doing of any act falls on a day which is not a Business Day, that payment must be made or that act must be done on the next Business Day; and
  - (I) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

(ii) **Definitions**

- (i) Unless expressed or implied to the contrary, the following words used in this Agreement have the meaning set out below:

**Application Form** means the application form required to be completed in order to establish a Trading Account with us.

**Account Equity** means the total amount of your Cash balance and net unrealised profit or loss for all open Positions connected to your Trading Account.

**AML Laws** mean the anti-money laundering laws applicable in Australia and New Zealand.



**Business Day** means a day other than a Saturday, Sunday or public holiday on which banks are open for general banking business in the jurisdictions of Australia and New Zealand.

**Cash balance** means the total amount of money recorded in your Trading Account and includes money held in our Client Money Account for your benefit.

**Client** means the person (or entity) who has Trading Account with us.

**Client Money Account** means the account maintained by CTRL Investments Ltd for the purposes of section 981B of the Corporations Act.

**Close Out** means a Transaction that has the effect of closing a Position on your Trading Account, entirely or partially.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Confidential Information** means all information provided by a party to the other party, or received by a party in relation to this Agreement, other than information which is in the public domain (except as a result of a breach of this Agreement or another confidentiality obligation or agreement by the other party) or comes to the other party other than in relation to this Agreement through a third party who is under no obligation of confidentiality (except where this is as a result of a breach of this Agreement or another confidentiality obligation or agreement by the third party). For the avoidance of doubt, any and all intellectual property rights of a party are deemed to be Confidential Information.

**Confirmation** means a message that we send you via the Platform to confirm the execution of your Order.

**Financial Product** has the meaning given under applicable Law and it includes the contracts for difference (**CFD**) products and any other financial products issued by HFTTrading from time to time.

**Insolvency Event** means any of the following:

- (aa) a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable Law;
- (bb) an application or order is made for the winding up or dissolution, or a resolution is passed, or any steps are taken to pass a resolution for the winding up or dissolution of a person;
- (cc) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the applicable

Law is appointed in respect of a corporation, or any action is taken to appoint such a person and the action is not stayed, withdrawn or dismissed within seven days; and

- (dd) a receiver or receiver and manager is appointed in respect of any property of a corporation.

**Law** means the legal and regulatory requirements in Australia and New Zealand.

**Margin** means the amount required to create a new Position or increase an existing Position which is expressed as a set value or percentage of the value of the CFD (and any changes to margin which we may determine after the Position is opened).

**Margin Call** means a demand for additional funds to be deposited in your Trading Account to meet your Margin Requirement if your Account Equity has fallen below this amount.

**Margin Requirement** means aggregate initial Margin for all open Positions which is required to be held in Account Equity to keep those Positions open.

**Orders** mean an instruction that is given by you in relation to one or more of your Positions.

**Position** means a position that arises from the execution of a Transaction that has not been Closed Out.

**Regulated Documents** means the documents or disclosures regulated in Australia and New Zealand, and in Australia includes the PDS and FSG.

**Regulator** means the relevant regulatory body in Australia and New Zealand and includes the Australian Securities and Investments Commission (**ASIC**) and the Financial Market Authority (**FMA**).

**Trading Platform** means the online trading platform provided by CTRL Investments Ltd known as the MetaTrader 4 Platform.

**Trading Account** means the trading account that you have with CTRL Investments Ltd through which you can place orders to acquire and dispose of CFDs.

**Transaction** means the entry into, modification or adjustment of, or closure of any CFD between you and us.

**Tax** means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of

them) levied or imposed by any Government agency. Taxes include GST and stamp duty but exclude HFT Trading's income tax or penalty tax and levies.

**Underlying Instrument** means underlying financial asset (such a share, index, commodity or futures contract) whose value determines the value of the derivative product (such as a CFD).

**Withdrawal Request** means the online request which must be submitted through the Client Area located on our website.