www.tradehallgroup.co

TRADEHALL

Client Agreement



1. ABOUT TRADEHALL

1.1 TradeHall Limited is registered and regulated by the St. Vincent & the Grenadines (Business Company No. 25908 BC 2020). TradeHall is referred to in this Client Agreement as "TradeHall", "our", "we" or "us".

1.2 This Client Agreement is between you and TradeHall, which contains the terms and conditions used to manage all transactions in "Contract for Difference" and other margin trading products (collectively referred to as CFD) entered between you and TradeHall.

1.3 A contract for difference (CFD) is an over-the-counter derivative product, including an agreement under which a party is entitled to a certain amount of money (profit) due to price or price changes, or must pay a certain amount of money (loss). The value of the underlying asset (the underlying asset is not actually owned).

1.4 This Client Agreement will become effective when you agree to the terms and conditions as part of the TradeHall Account Application process and will remain in effect unless terminated in accordance with the following terms.

1.5 Contracts for difference (CFD) involve high risks and may result in losses that exceed the initial margin. CFDs are not suitable for everyone. The "Contracts for Difference" product disclosure statement and risk disclosure statement provide a comprehensive explanation of the risks associated with CFD transactions. Before signing this Client Agreement, you should read these documents and ensure that you fully understand all the risks associated with our products and services.

2. CLIENT REPRESENTATIONS AND WARRANTIES

2.1 You represent and warrant to TradeHall that:

2.1.1 You have read, understood and will comply with the terms of this Client Agreement.

2.1.2 Every order you placed and transactions made under this Client Agreement are lawful.

2.1.3 By entering into this Client Agreement you do not and will not breach any other agreement to which you are a party (or any law or judgment/order binding on you).

2.1.4 All decisions and instructions made in accordance with this client agreement have been agreed by all parties to the trading account (if applicable and when required).

2.1.5 You are not an employee or close relative of an employee of any Relevant Exchange participant.

2.1.6 All the information you provide to us in the Registration is true and accurate thereafter.

2.1.7 You understand that, in accordance with the terms of this Client Agreement, TradeHall will act as the principal and market maker for trading CFDs.

2.1.8 You are not an insolvent person. If you are a corporate customer, you have not passed a resolution or filed a petition, nor have there been an order for winding up or liquidation, nor have you appointed a receiver or manager, administrator or other bankruptcy officer. If you are an individual, you have not taken any steps to declare bankruptcy, nor have you taken any steps to declare bankruptcy, nor have you appointed any receivers or managers, administrators or other bankruptcy officials to manage your property.

2.1.9 You acknowledge that unless you specifically apply for a professional investor account and provide evidence to TradeHall that you meet the requirements for reclassification as a wholesale customer under the Companies Act, you will be considered a retail customer.

2.1.10 You represent and warrant to TradeHall that you have the legal right and authority to enter into this customer agreement and the transactions governed by it.

2.1.11 You and TradeHall are subject to applicable CFD laws and/or regulations of relevant exchanges and clearing houses, the "Company Law", applicable operating rules, customs, usage and practices (modified from time to time).

2.2 Where you are an PAMM manager, the PAMM management agreement authorised transactions in CFDs and:

2.2.1 The transaction is within the authorization scope of each potential customer's investment strategy;

2.2.2 You have the appropriate regulatory authority to conduct transactions on behalf of your basic customers, and have provided TradeHall with proof of your authority to conduct transactions on behalf of your basic customers;

2.2.3 You will conduct transactions as a PAMM manager or responsible entity in accordance with the applicable PAMM management agreement;

2.2.4 You can only trade CFDs when the funds or other assets under your control are sufficient to fulfill your obligations;

2.2.5 If you terminate your appointment as PAMM manager or responsible entity, you are authorized to arrange to close all contracts entered into on behalf of your clients as soon as possible before termination.

2.3 Where you are an investment manager, the investment management agreement authorised transactions in CFDs and:

2.3.1 The transactions are within the authorised ambit of the/each underlying client's investment strategy;

2.3.2 You have the appropriate regulatory authorisation to trade on behalf of your underlying clients and have provided TradeHall with evidence of your authority to trade on behalf of your underlying clients;

2.3.3 You will enter into transactions pursuant to the applicable investment management agreement as investment manager or responsible entity;

2.3.4 You will only deal in CFD transactions when the funds or other assets under your control are sufficient to meet your obligations; and

2.3.5 In the event of termination of your appointment as investment manager or responsible entity, you are authorised to arrange for the closing out of all contracts entered on behalf of your client prior to the date of such termination as soon as possible.

3. FAIR USAGE PRINCIPLES

3.1 We may apply limits to your use of, or access to the trading platform based on the situation.

3.2 TradeHall may apply the restrictions referred to in 3 a. above and/or restrictions to your usage of the services we provide, for various reasons. This includes, but is not limited to, if we believe that the use of the trading platform is inappropriate, legal or fair, that affects (or may affect) other customers' use of the trading platform, or is significantly different from the trading platform, we look forward to your use.

3.3 If TradeHall decides to restrict your access to the trading platform, we may decide to suspend, disable or terminate your access to the trading platform at our discretion. We will not do so without notifying you in accordance with the provisions of Article 20 (unless you are unreasonably notified in limited circumstances), and will only do so when appropriate.

3.4 To ensure that you use the trading platform in accordance with the fair use principles outlined in Article 3 b. above, TradeHall will monitor your order-to-transaction ratio. In order to calculate this ratio, each order, cancellation or modification message entered by the customer is regarded as an "order".

3.5 If the transaction ratio is exceeded, TradeHall will investigate the cause on a case-by-case basis and contact you before taking any action (except in special circumstances, such as under extremely unfavorable market conditions).

4. SEGREGATED ACCOUNTS

4.1 You agree and acknowledge that:

4.1.1 All the money you deposit in TradeHall will be credited to the trading account, and will be deposited into an independent customer bank account established and maintained by TradeHall and processed in accordance with applicable laws and regulations;

4.1.2 Fund segregation does not protect you from the risk of loss;

4.1.3 Although your funds are separate from TradeHall's funds, they may be confused with the funds of other TradeHall clients. These funds will be regarded as the legal property of TradeHall, but TradeHall is obliged to transfer the equivalent amount back to you in accordance with your rights under this client agreement;

4.1.4 TradeHall reserves the right to retain any interest earned by any independent client funds it holds;

4.1.5 TradeHall does not use retail client funds:

- As capital, including working capital; or
- For commercial purposes, such as office rent, utility bills and employee salaries; or
- Hedging, offsetting or offsetting the risks arising from transactions between TradeHall and you.

5. SUB ACCOUNTS

5.1 If you operate a sub-account and open opposite positions on different sub-accounts, these positions will not offset each other. You acknowledge that unless each position is manually closed, all open positions may continue to roll over, thereby continuing to pay or charge applicable swap fees for each position.

5.2 Maintaining opposite positions on the sub-account (including opposite positions in the same trading account) will cause the two positions to be rolled continuously. Therefore, before manually closing each position, each position has to bear the applicable financing costs (called swap fees in the trading platform).

5.3 If you have opened multiple trading accounts, the margin deposited in one trading account cannot provide the margin of other trading accounts. Therefore, although other sub-accounts have other available margins, you may still receive a margin call and stop loss on one account.

5.4 However, if you have deposited funds in a sub-account, TradeHall may at its discretion decide to transfer funds from one account to another (internal transfer), even if the transfer requires closing the trading account of the trading account. occur. Examples of when we can do this include, but are not limited to, when the equity of the sub-account is equal to a negative number. You acknowledge and will not be liable for any losses suffered by us in exercising our discretion in accordance with this clause.

6. RISK DISCLOSURE AND ACKNOWLEDGEMENTS

6.1 You agree and acknowledge that:

6.1.1 You have received, read, understood and accepted the CFD risk disclosure provided in the "Risk Disclosure Statement", "Product Disclosure Statement" and "Client Agreement";

6.1.2 You have received, read and understood our "Financial Service Guide";

6.1.3 CFD trading is speculative and carries high risks, including the loss of funds far exceeding your initial expenditure;

6.1.4 You do not own or own any rights in the underlying assets;

6.1.5 The effect of leverage is that both gains and losses are magnified;

6.1.6 You may suffer a risk of loss in excess of your initial deposit;

6.1.7 You understand that TradeHall has no right to provide personal advice, and will only provide general advice on its products and services, even when TradeHall collects information related to your transaction history, financial situation or other information to assess whether you are suitable for trading;

6.1.8 Before determining that CFDs are suitable for you and before opening a trading account, you will consider your goals, financial situation and needs, and obtain any appropriate independent financial and/or tax advice that you deem necessary;

6.1.9 Before you open a trading account at your own expense, you have or will take independent legal and/or financial advice that you deem necessary;

6.1.10 You are willing and able to bear the risks of CFD trading as a high-risk investment; and

6.1.11 The performance and/or rate of return of CFDs or Trading Account is not guaranteed by TradeHall.

6.1.12 It is your responsibility to ensure that you notify us of any changes to your contact information.Any notice we send to your email address will be deemed to have been delivered at the time of delivery.

7. GENERAL CLIENT ACKNOWLEDGEMENTS

7.1 You agree and acknowledge that:

7.1.1 TradeHall may use third-party execution services and platforms to provide the services detailed in this customer agreement. TradeHall will take reasonable steps to ensure that these third parties are properly licensed/ authorized under appropriate circumstances;

7.1.2 CFD transactions have created an obligation to adjust cash in accordance with the relevant transaction terms;

7.1.3 If the CFD does not have an expiry date or a certain period, the open position will continue until it is closed;

7.1.4 All CFD transactions under this client agreement are determined by TradeHall at its absolute discretion. TradeHall reserves the right to take any action it deems necessary at its absolute discretion to ensure compliance with the "Rules of Operation" and all other applicable laws and regulations;

7.1.5 TradeHall acts as the principal and market maker, and offers you a quote. These prices do not necessarily reflect the prices of TradeHall's liquidity providers.

7.1.6 TradeHall may hold a position opposite to your position, which may lead to a potential conflict of interest;

7.1.7 Subject to the requirements of applicable laws/regulations, TradeHall directors, employees and partners can trade on their own;

7.1.8 TradeHall reserves the right at its sole discretion not to provide services related to CFDs (not to close existing open positions) or to limit the number of open positions or both, without explanation. Before or after the refusal,

7.1.9 TradeHall may decide to notify you of any refusal at its discretion;

7.1.10 Where errors have occurred in price quotes provided by, or the pricing of transactions quoted by TradeHall to you, TradeHall reserves the right to not be bound by such a quote or transaction where TradeHall is able to demonstrate to you that there was a Manifest Error at the time of the quote or transaction.If there is a transaction related to the first purchase of a CFD, TradeHall will not issue the contract (or if it has already been issued, TradeHall will cancel the contract) and will refund you accordingly. If this situation is related to the quotation of the existing position, TradeHall will republish the quotation accordingly;

7.1.11 All determinations and calculations made by TradeHall under this Client Agreement will be binding on you in the event of a Manifest Error;

7.1.12 Unless we have agreed with you otherwise, your Trading Account will, by default, be set to immediate conversion of non-Base Currency balances standing on your Trading Account to your Base Currency. This means that following a non-Base Currency Transaction being closed, rolled over or expiring, the profits or losses from that Transaction will be automatically converted to your Base Currency and posted to your Trading Account in that Base Currency. We will also by default automatically convert any adjustments or charges (for example funding charges or dividend adjustments) to your Base Currency, before such adjustments or charges are booked on your Trading Account and we will automatically convert any money received from you in a non-Base Currency into your Base Currency.

7.1.13 There are risks in using internet-based transaction execution Trading systems, including but not limited to hardware, software and Internet connection failures. Since TradeHall does not control signal power, it receives or routes through Internet, your equipment configuration or connection reliability, TradeHall will not be liable for any losses caused by communication failures, distortions or delays when trading via the Internet;

7.1.14 With reasonable opinions, TradeHall has the right to determine whether there is an emergency or special market situation. Such conditions include, but are not limited to, the suspension or closure of any underlying market, or the abandonment or failure of any event related to TradeHall's quotations, or any excessive fluctuations in the level of margin trading and/or underlying securities on the market or trading floor.There are reasonable expectations for the occurrence of this movement. In this case, TradeHall may increase its margin requirements, close any or all of your open margin transactions, and/or suspend or modify the application of all or any terms, including but not limited to, altering the last time for trading a particular margin trade, to the extent that the condition makes it impossible or impracticable for TradeHall to comply with the term in question.

8. REPRESENTATIVES AND SERVICES

8.1 TradeHall strives to always act effectively, honestly and fairly. TradeHall will do its best to execute or arrange to execute your instructions.

8.2 TradeHall will arrange execution-only transactions in CFDs.

8.3 TradeHall representatives are not allowed to provide you with personal advice. Any advice provided to you is only general advice and does not consider your goals, financial situation or needs.

8.4 Any transaction or market information or research provided by TradeHall to you is provided as information only, and does not constitute and cannot be used as a basis for recommending transactions. TradeHall makes no representations, warranties or guarantees, and assumes no responsibility for accuracy or accuracy. The integrity of any such information is at your own risk.

9. ONLINE TRADING FACILITIES

9.1 TradeHall agrees to grant you access to one or more electronic terminals, including access to the terminal through your Internet browser, in order to electronically transfer orders to your trading account through first-class electronic means.

9.2 TradeHall will allow you to monitor the activities and positions in your account by providing a trading platform. The trading platform can be a proprietary service provided by TradeHall or a third-party system.

9.3 If the trading platform is provided by a third party, the third party terms and conditions may apply, and TradeHall may not necessarily control or become a third party. It is your responsibility to ensure that you read and understand these terms and conditions.

9.4 TradeHall makes no representations or warranties for any services provided by any third party.

9.5 You agree that you will not distribute the trading platform to any third party.

9.6 The trading platform can be used to transmit, receive and confirm the execution of orders, but it must comply with market conditions and applicable operating rules and laws and regulations.

9.7 The transaction will not be confirmed until TradeHall provides confirmation. The confirmation provided on the trading platform constitutes TradeHall's contract confirmation.

9.8 You are responsible for preventing unauthorized access and use of the trading platform. You are responsible for all transactions executed through your trading account.

9.9 You must use the trading platform within the permitted scope in accordance with this client agreement, our policies and any applicable laws and regulations.

9.10 TradeHall reserves the right to change any policies related to the use of the trading platform at any time.

9.11 There may be multiple versions of the trading platform, and there may be differences, including but not limited to security levels, available products and services. Using a version different from the standard version, TradeHall does not take any responsibility for you to have installed all available updated versions.

9.12 TradeHall may provide you with real-time tradable prices. Due to the transmission delay between you and TradeHall, the price provided may have changed before we receive the order. If you are provided with an automatic order execution, TradeHall reserves the right to change the price of executing your order to the market price when the order is received.

9.13 TradeHall does not guarantee that access or use of the trading platform will be uninterrupted or error-free, nor does it guarantee that the service will meet any standards regarding its performance or quality. TradeHall expressly denies all implied warranties, including but not limited to warranties of merchantability, ownership, fitness for a specific purpose, non-infringement, compatibility, safety or accuracy.

9.14 You agree that under any circumstances (including negligence), TradeHall, its employees and/or service providers shall not be liable for any direct, indirect, incidental, special or consequential damages, including but not limited to business interruption or due to use or the inability to use the trading platform, including any loss or damage caused by the inability to use the trading platform.

9.15 You agree that TradeHall and any of its service providers shall not be liable for any kind of damage caused by the unavailability of the trading platform.

9.16 You agree to use the trading platform at your own risk and take full responsibility for any losses caused by the use of software and/or any other materials obtained through online trading tools. You are also fully responsible for any losses caused by the use of the software and/or any other materials you obtain through third-party providers; including but not limited to expert advisors (EA), signal/transaction alert providers and transaction copiers. TradeHall does not provide this software/material and therefore does not provide technical support for its use.

9.17 TradeHall and its service providers will not be liable in any form for the following, including any loss or damage to you or any other person:

9.17.1 Any inaccuracies, errors or delays or omissions of any data, information or messages, or the transmission or delivery of any such data, information or messages;

9.17.2 Non-performance;

9.17.3 The interruption of data, information or message transmission due to any negligent act or omission, including any "force majeure" event or any other reason, whether under TradeHall's control or not – this includes but is not limited to floods, abnormal weather circumstances, earthquakes, natural disasters, fires, wars, riots, labor disputes, accidents, any government actions, communication or power failures, equipment or software failures, system downtime, server maintenance, or network disruption.

9.18 The use and storage of any information provided or made available to you using the Trading Platform is for your use and is your sole risk and responsibility.

9.19 You are responsible for providing and maintaining the communication equipment and telephone or alternative services required to access and use the trading platform, as well as all communication service fees incurred when you access the trading platform.

9.20 You acknowledge that from time to time, and for any reason, the online trading facility may not be operational or otherwise available for your use due to servicing, hardware malfunction, software defect, service or transmission interruption or any other cause.

9.21 You acknowledge that you always have alternative arrangements in place, for the transmission and execution of orders, if for any reason, circumstances prevent the transmission and execution of all, or any portion of, your orders through the Trading Platform. In the event of the Trading Platform not being operational, you agree that it is your responsibility to contact TradeHall to make alternative order entry arrangements. Such arrangements can be reached by telephone or other means.

9.22 Under no circumstances should you use the trading platform to perform any of the following operations:

9.22.1 Publish, post, distribute or disseminate defamatory, infringing, obscene or other illegal or offensive material, or

9.22.2 Intercept or attempt to intercept any email communication;

9.22.3 Adversely affect the availability or resources of other users;

9.22.4 Send correspondence electronically or otherwise to other users for any purpose other than personal communication; or

9.22.5 Acting or failing to act in a manner that may result in a violation of any law or regulation.

10. AUTHORISATIONS AND INSTRUCTIONS

GENERAL

10.1 You may communicate your instructions to TradeHall via the Trading Platform or by telephone. We will not accept orders or instructions through any other means, such as email, unless we have specifically agreed to do so.

10.2 Taking into account that TradeHall agrees to accept telephone instructions, you acknowledge that TradeHall is not obligated to accept/execute such instructions and will not be liable to you or any other party if such instructions are issued without authorization, forged or fraudulently.

10.3 If we have received and accepted the written Limited Power of Attorney, the third party can place the order on your behalf as the authorized person. TradeHall reserves the right to act in accordance with instructions issued by or appearing to come from you or the authorized person. If you want to revoke the authorization, it is your sole responsibility to notify TradeHall in writing.

10.4 Through the "authorized person" list, persons can also be designated as authorized persons if they are employees or directors of the company entity. TradeHall is not obliged to accept any instructions made by unauthorized persons, or to inquire about the identity of any person who provides such instructions when it is reasonably believed that the person is an authorized person.

10.5 TradeHall shall not be liable for any actions or omissions caused by instructions that it reasonably believes to be from the authorized person or any minor's actions or omissions to act on your behalf or intend to act on your behalf.

10.6 You will be responsible for the accuracy of all orders and any information sent by using your name, password or any other individual via the Internet or on the trading platform. Identification refers to the means used to identify your identity. Therefore, you are obliged to keep all passwords confidential and to ensure that third parties will not access your trading account.

10.7 TradeHall can decide on its own, without any explanation, and refuse to take action on any order placed.

ONLINE TRADING ACTIVITY

10.8 TradeHall will not be deemed to have any order or communication electronically transmitted by you until TradeHall has actual knowledge of any such order or communication. The mere transmission of an instruction by you will not constitute a binding contract between TradeHall and you. The terms of any order or communication sent to you electronically may be changed or corrected. Although the Trading Platform might confirm that a Contract is executed immediately when you transmit instructions via the Trading Platform constitutes TradeHall/s confirmation of a Contract. Any instruction sent electronically will only be deemed to have been received and will only then constitute a valid instruction and/or binding contract between TradeHall and you when such instruction has been recorded as executed by TradeHall and confirmed by TradeHall to you including through a deal confirmation and/or account statement.

10.9 You acknowledge and warrant that you have received a password granting you access to the Trading Platform; are the sole owner of the password provided; and accept full responsibility for any transaction that may occur on an account opened, held, or accessed through the use of the password provided to you by TradeHall, even if such use may be unauthorised or wrongful. You agree to accept full responsibility for the use of the Trading Platform, for any orders transmitted through your Trading Account and for all communications and the accuracy of all information sent via the Trading Platform using your name, password, or any other personal identification means implemented to identify you.

10.10 You warrant and agree that anyone who has any password is authorized by you, and you acknowledge that they will be responsible for any actions on the trading account related to the use of the password. If you find any unauthorized use, loss or theft of your username, password or account number, you agree to notify TradeHall immediately; the information about the contents of the statement is incorrect or inaccurate, including cash balance, open positions or transaction history recording.

11. CONDUCT CFDS TRANSACTIONS

11.1 You can use the trading platform to check the market price or request a quote over the phone. You acknowledge that the quotation does not constitute an offer to enter a new or close an existing CFD contract.

11.2 After receiving TradeHall's quotation, you can request CFD trading by placing an order with TradeHall.

11.3 If you have exceeded or will exceed this predetermined limit, TradeHall has no obligation to accept your CFD transaction request, and without limitation, is not obliged to accept your CFD transaction request. Customer agreement; or until TradeHall obtains an initial deposit from you in the form of liquidated funds when needed. If TradeHall decides not to accept your CFD trading request, the trading platform will advise you by rejecting the order.

11.4 If your initial deposit has not been received, it will be paid to TradeHall after TradeHall accepts your CFD trading offer.

11.5 If TradeHall accepts your request for CFD trading, TradeHall will send you an electronic confirmation to enter shortly after you enter the CFD transaction. The confirmation will be carried out in the form of transaction confirmation through the TradeHall platform. TradeHall's failure to issue a transaction confirmation will not affect or affect related CFD transactions. TradeHall will not be liable for any failure to issue the transaction confirmation. If you do not receive a transaction confirmation, it is your responsibility to notify TradeHall immediately.

11.6 You agree to examine the terms of each deal confirmation immediately upon receipt and you agree that the contents of the deal confirmation, in the absence of Manifest Error, will be conclusive evidence of the executed deal, unless you notify TradeHall of any disputed detail in the deal confirmation received by you. After receiving the details of the dispute, TradeHall will investigate the dispute and cooperate with you, and will work hard to resolve the dispute in accordance with its complaint management policy. Even if there is any such dispute, you will continue to perform the obligation to pay the margin call issued by TradeHall for the transaction, as if the transaction confirmation is correct and its details are not the subject of the dispute.

11.7 In its sole discretion, TradeHall reserves the right to limit the value of CFD transactions you may have outstanding under this Client Agreement.

11.8 If you provide TradeHall with long-term instructions to conduct CFD transactions when a certain price level is reached, you acknowledge the price of CFD transactions may be different from the price you requested, because TradeHall may choose not to participate in CFD transactions until it is confident that it can hedge its exposure to the underlying market. You remain solely responsible for monitoring any outstanding orders.

11.9 Before trading CFDs, you must ensure that there are enough funds in your trading account to pay the initial margin.

11.10 It is your responsibility to understand our margin requirements, and you agree to pay funds to your trading account to meet these requirements any time you open a position. If the funds in your trading account are insufficient to meet our margin requirements, you must close the position and/or transfer the necessary additional funds to your account.

11.11 It is your only responsibility to ensure that you understand and meet any margin call. To manage your open positions and check whether there are any margin calls, you need to log in to the trading platform. You are responsible for monitoring and managing your trading account.

12. ORDER EXECUTION

12.1 Tradehall promises and you acknowledge that, as far as CFD transactions are concerned, and in compliance with any applicable legal and regulatory requirements, TradeHall will execute all transactions in the order of receipt and recording, unless such contracts are fairly and reasonably distributed on a different basis.

12.2 TradeHall will provide you with daily statements in accordance with applicable laws and regulations.

12.3 It is your responsibility to monitor and manage your open positions and exposures, and check carefully on all transaction confirmations and reconciliation documents (whether received or accessed electronically or otherwise), and bring any errors or omissions to TradeHall's attention within 5 days of the date you receive such declarations.If there is no written objection within the time limit specified in this clause, the daily statement is deemed correct in all respects.

12.4 The order can be placed as a market order, buying and selling CFDs as soon as possible at the price available in the market, or restricting and stopping trading when the price reaches a predetermined level (applicable to various CFDs provided). Buy limit and stop orders must be lower than the current market price, and sell limit and stop orders must be higher than the current market price. If the bid price of the sell order or the ask price of the buy order is reached, the order will be executed as soon as possible at the price available in the market. Therefore, unless TradeHall expressly stipulated otherwise, there is no guarantee that limit orders and stop loss orders can be executed at the level or amount you specify.

12.5 If there are reasonable grounds to believe that TradeHall has reasonable grounds to believe that subsequent price changes may be detrimental to you, you can execute a stop loss order for any contract. TradeHall is not responsible for your failure to exercise this decision. When you have a sell (short) position and the contract is traded at the stop loss price or above, a stop loss order will be triggered; or when you have a buy (long) position and the CFD is at the stop loss price or lower than the stop loss price When making a transaction. Once the stop loss order is triggered or executed, it will become a market order, and TradeHall will do its best to execute the market order.

12.6 Acceptance of stop loss orders is not a guarantee or representation by TradeHall, and stop loss orders can be executed at the stop loss price.

12.7 TradeHall may, at its sole discretion, aggregate your order with its own orders or orders from affiliated companies and/or other customers.In addition, TradeHall may split your orders. Orders will generally be aggregated or split where TradeHall reasonably believes it to be in your overall best interests, but you acknowledge that on some occasions the consequence of the aggregation or splitting may result in a less favourable price than your order having been executed separately.

13. DEPOSITS AND MARGIN

13.1 You agree and acknowledge to us that:

13.1.1 TradeHall requires you to deposit Cleared Funds. The amount required by TradeHall and the time at which it is required will be at the absolute discretion of TradeHall.

13.1.2 TradeHall reserves the right to increase or decrease margin requirements when deemed appropriate, which may apply to existing positions as well as new positions. You will comply with and meet all such calls in accordance with this Client Agreement by depositing in Cleared Funds the sum requested within the time specified by TradeHall. TradeHall may determine the amount and time in its absolute discretion. If TradeHall requires you to deposit more funds due to a margin call notification, you must pay the amount called by TradeHall immediately after TradeHall issues the notification. In all respects, time will be of the essence for all your payment obligations;

13.1.3 If your trading account is in the state of margin call, you acknowledge and agree that TradeHall can reject any request for further opening of your position until TradeHall confirms that it has received the margin call in the form of liquidation funds;

13.1.4 Any power or right exercised by TradeHall under these terms, including but not limited to calling margin, will be binding on you;

13.1.5 Margin call notifications will be notified through the trading platform, and you need to log in to the system regularly when opening positions to ensure that you receive any such margin call notifications. It is your sole responsibility to monitor and manage your open positions and exposures, and to ensure that margin calls are met as required;

13.1.6 Where you have not checked the margin call notification of the tradingplatform and have not received the notification in time, TradeHall will close all margin positions without your further reference;

13.1.7 Whenever a call is made, the liability for the deposit or the deposit is generated at the time of execution, and the liability is not limited to the amount deposited in TradeHall (if any);

13.1.8 Unless and until TradeHall receives the clearing funds in the designated account (usually around 10 am on the next business day, but may vary depending on the financing method used), it is considered that the margin call requirements have been met;

13.1.9 If you fail to meet the margin call requirements, TradeHall may, without affecting any other rights or powers under this client agreement, and in its absolute discretion, close any or all of your assets without prior notice over-the-counter CFDs or reject any request from you to enter into any further contracts;

13.1.10 Unless otherwise agreed in writing, TradeHall will not directly or indirectly provide you with a credit line;

13.1.11 Subject to your fulfillment of all margin call obligations, TradeHall may allow you to withdraw any excess net free rights from its account; and

13.1.12 The margin you deposited will not be repaid by TradeHall until your obligations under this client agreement and any other trading account between TradeHall and you or any other trading account of you are fully settled. Prior to this, the margin will not constitute a debt owed to you by TradeHall, and you have no right to receive these funds.

14. DEPOSITS AND MARGIN

PRICING

14.1 You agree and acknowledge to us that:

14.1.1 TradeHall sets the price of the CFD that you use to open and close positions;

14.1.2 The price provided on the trading platform depends on liquidity;

14.1.3 TradeHall may contribute its own (internal) liquidity when setting prices, which may change the spread between the buying price and the asking price, and/or the available liquidity at each price; and

14.1.4 The order can be rejected, partially executed and/or executed based on the weighted average price of the transaction volume.

In some cases, the price we set may be different from the current market price of another issuer of the underlying asset and/or CFD.

15. IN PARTICULAR

15.1 Where "non-business hours" transactions are possible, we have determined the price at which we are prepared to trade with you; and/or

15.2 If the price cannot be determined due to restrictions on the underlying market/asset trading, suspension and/or our liquidity provider cannot determine the price, then the price will be the following price:

15.2.1 immediately preceding such limitation; and/or

15.2.2 It is at our sole discretion to take reasonable actions, but we must take into account the current market conditions that affect the transaction.

15.3 To close all or part of your open positions, limit the total value of the positions you can open, reject orders or, in some cases, terminate the agreement between us including us:

15.3.1 Decide at our sole discretion provided we give you prior written notice of such decision; or

15.3.2 Consider it reasonably necessary for the protection of our rights under the Client Agreement. You do not have the power to direct us in the exercise of our discretions.

FINANCING COSTS

15.4 You agree and acknowledge to us that:

15.4.1 If a CFD is held at the end of the trading day, a charge or credit is applied to each position. These fees or credits are called "swaps" in the trading platform, but they are sometimes also called interest, financing, rollover fees or credits. Product Disclosure Statement provides more information about swaps.

15.4.2 Swaps are charged or credited in accordance with the type of the CFD traded, and if you are buying or selling that CFD.

15.4.3 Swaps are charged or credited to each individual trading Position even if you have opposing Positions in the same CFD on the same Trading Account.

15.4.4 All CFDs (except CFD futures) are required to pay multiple (3 days) swap fees or credits to deal with the delayed liquidation of your positions. The applicable date of the 3-day swap is specified on the trading platform or provided by a TradeHall representative.

15.4.5 Swap fees and credits also occur on public holidays, including when the underlying asset stops quoting, suspends quotation, or stops trading.

CLOSING A CFD CONTRACT

15.5 You agree and acknowledge to us that:

15.5.1 You may give TradeHall an instruction (by phone or on the Trading Platform) of your intention to close a Position (whether in whole or part) at any time by specifying the Position and the proportion of the Position that you wish to close;

15.5.2 After receiving the closing notification, TradeHall will make every effort to provide a quote for the closing price and notify you of the quote. You are obliged to inform TradeHall as soon as possible whether you are willing to accept the closing price. The closing price is not restricted by market conditions, so it may change in a short time. If you accept the closing price, the position or the relevant part of the position will be closed at the closing price on the closing day;

15.5.3 If trading in the underlying market is restricted, suspended and/or our liquidity provider is unable to determine the price so that we cannot determine the price, then the transaction price can be determined by TradeHall at its sole discretion, taking into account any factors it deems appropriate, including, for example, the underlying market The last transaction price.

15.5.4 Without limiting the discretion of TradeHall, if any position is suspended from the relevant exchange, or is suspended, or is suspended for five or more business days, or is deleted from the trading platform, TradeHall can It decides to terminate the relevant position by notifying you at least 10 (ten) working days in advance;

15.5.5 If the underlying market suspends or suspends trading, the position may not be closed. In this case, TradeHall can decide not to close the position at its own discretion;

15.5.6 If your equity covers only 80% of the total margin requirement of the open position, TradeHall will close the position. Your worst offending position (that is, the contract with the largest loss) will be automatically closed at the first price available, and is determined by the price of the CFD, liquidity and other factors that may affect the execution time;

15.5.7 Without limiting the above restrictions, if trading on the relevant exchange in any underlying market is suspended or stopped at any time, TradeHall will, in determining the closing value of a Position and at its discretion, have regard to the last traded price before the time of suspension or halt; and

15.5.8 All determinations and calculations made by TradeHall pursuant to this Client Agreement will be binding on you in the absence of Manifest Error.

POSITION SETTLEMENT

15.6 You agree and acknowledge that payments to be made to you with respect to any CFD Contract will be made as follows:

15.6.1 When the position is closed and settled, the CFD contract is closed according to this client agreement

- TradeHall will credit any amount payable to you by TradeHall into your trading account; or
- TradeHall will deduct any amount you should pay to TradeHall from your trading account.

15.6.2 TradeHall reserves the right to offset any money owed to you against any money owed by you under this Client Agreement or any other agreement.

TRADE STRATEGIES AND ARBITRAGE PRACTICES

15.7 You agree and acknowledge to us that:

15.7.1 You are not allowed to use electronic equipment, software, algorithms or any other trading strategies, arbitrage practices or in other ways on the following online trading facilities:

- Manipulate in the way that TradeHall constructs, provides, communicates or executes order prices, taking advantage of delays or creating unfair advantages; or
- contravenes any law, including any law against 'insider' dealing or 'market manipulation' within the meaning of Division 3 of the Corporations Act.

15.7.2 You repeat the warranty under clause Trade Strategies and Arbitrage Practices 1.a for each order transaction entered into, in accordance with this Agreement; and

You will be deemed to breach the client warranty under clause Trade Strategies and Arbitrage Practices 1.a if any executed, or outstanding order(s), as applicable, do not subject you to any downside market risk.

15.8 Trading strategies which are used to return profits by taking advantage of internet latencies, delayed price feeds or through high volumes of transactions targeting tick fluctuations (rather than price movements) where trade position are opened and closed very quickly, are trading strategies that are not accepted by TradeHall as they do not expose you to any downside market risk and will be in breach of clause Trade Strategies and Arbitrage Practices 1.a above.

15.9 If you have violated clauses Trade Strategies and Arbitrage Practices 1 and/or Trade Strategies and Arbitrage Practices 2, or TradeHall has reason to suspect that you have violated clauses Trade Strategies and Arbitrage Practices 1 and/or Trade Strategies and Arbitrage Practices 2, TradeHall shall decide on its own without prior notice:

15.9.1 Withhold any funds that are suspected to originate from violations or suspected violations;

15.9.2 Close executed orders you may have opened at that time;

15.9.3 Cancel any transaction orders/offers that you may not have completed at the time;

15.9.4 Refuse to accept transaction orders.

15.10 If you have violated clauses Trade Strategies and Arbitrage Practices 1 and/or Trade Strategies and Arbitrage Practices 2, or TradeHall has reason to suspect that you have violated clauses Trade Strategies and Arbitrage Practices 1 and/or Trade Strategies and Arbitrage Practices 2, TradeHall shall decide on its own without prior notice:

15.10.1 Enforce all executed transaction/trade(s) against you that have incurred a loss;

15.10.2 Treat all executed transactions as void from the outset if executed order(s) had incurred a profit;

15.10.3 Terminate this Agreement Account as well as your access to the online trading platform.

ADJUSTMENTS

15.11 If it is suspected that you have attempted to manipulate our prices, our Trading Platform, or have committed any general exploitation of pricing and/or technology, (including the use of Price Latency Arbitrage), we may, in our sole discretion and without notice to you:

15.11.1 Enforce the Position against you if it is a Position which results in you owing money to us;

15.11.2 Treat all your Positions as void from the outset if they are trades which result in us owing money to you, unless you produce conclusive evidence within 7 days of us giving you notice under this clause that you have not committed any breach of warranty, misrepresentation, or breach of undertaking under the Contracts;

15.11.3 Withhold any funds suspected of coming from any such activity;

15.11.4 Make any corresponding corrections or adjustments to your trading account;

15.11.5 Close your trading account;

15.11.6 Take any other measures we deem appropriate.

SHARE CFDS AND INTEREST (SWAP)

15.12 You agree and acknowledge that while your transaction remains open, TradeHall will value outstanding transactions every day and calculate the swap amount based on the notional value of the position. Generally, different swap rates apply to long and short positions.

15.13 As an illustration, the amount of Swap will be calculated and will accrue daily as follows:

15.13.1 If you sell, the interest will be credited or deducted from your trading account based on the reference interest rate plus the mark-up amount; and

15.13.2 If you buy, interest will be deducted from your trading account.

SHARE CFDS AND UNDERLYING ASSETS

15.14 You agree and acknowledge to us that:

15.14.1 The share CFDs do not give you any voting rights or other benefits, such as participating in shareholder purchase plans or discounts, attending meetings or receiving reports from issuers.

15.14.2 That the Underlying Asset of share CFDs that are subject to corporate actions may be cancelled.

15.14.3 That you could seek confirmation from TradeHall of any specific details that might affect the Underlying Asset of share CFDs.

SHARE CFDS AND CORPORATE ACTIONS

15.15 If corporate actions have a dilution or concentration effect on the relevant assets of the share CFDs, TradeHall usually adjusts the terms of the share CFDs so that the economic status of the share CFDs is roughly the same as the original economic status. There is no corporate action in order to retain and trade. The economic equivalent of the rights and obligations of the relevant parties. ;

15.16 An adjustment will ordinarily be made pursuant to the below corporate action(s) or similar on the Underlying Asset of share CFDs;

15.17 Dividend declaration: No dividend is to be paid for CFD Trading;

15.18 If the following corporate actions or similar events occur in the underlying assets of a share CFDs, TradeHall has the right to determine the degree of adjustment;

15.19 Stock splits or similar e.g., a subdivision, consolidation, redenomination or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalisation or similar issue;

15.20 Bonus shares or similar such as a distribution to existing holders of the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the Underlying Assets viz., shares, securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by us;

15.21 For tender offers or similar acquisitions, TradeHall can also choose to close the shIf the underlying asset is the subject of a takeover offer, arrangement or other change of control, TradeHall may suspend the transaction, and the share CFDs may become untradeable until the deadline for the takeover offer. The key transaction will be completed in accordance with the terms of the tender offer; andare CFDs before the transaction deadline;

15.22 If the underlying asset is the subject of a takeover offer, arrangement or other change of control, TradeHall may suspend the transaction, and the share CFDs may become untradeable until the deadline for the takeover offer. The key transaction will be completed in accordance with the terms of the tender offer; and

15.23 TradeHall reserves the right to cancel or adjust the size and/or value and/or quantity (and/or the level of any order) of any transaction to reflect the tender offer, and any such cancellation or modification will be final and binding on you.

15.24 The US Internal Revenue Service (IRS) mandates that holders of US equity derivatives (which include US Share CFDs) are taxed in accordance with section 871(m) of the US Tax Code (Internal Revenue Code). This means we (or our Liquidity Provider) will need to withhold a tax for dividends that are paid on US Share CFDs.

16. FEES, COSTS, COMMISSIONS, CHARGES AND EXPENSES

16.1 You acknowledge and agree to pay:

16.1.1 All your fees and costs related to opening a trading account, as well as all taxes and fees related to the services described in this client agreement;

16.1.2 Commission (applicable to all TradeHall account types) upon the execution of any requested CFD transaction at such rate that is set by TradeHall, as well as an amount equal to any other fee charged or levied on TradeHall, or other expense incurred by TradeHall, arising from any action taken pursuant to this Client Agreement;

16.1.3 If applicable, all duties and taxes (including GST) payable on or pursuant to this Client Agreement;

16.1.4 All costs incurred by TradeHall due to your breach of the terms of this client agreement, including but not limited to all reasonable legal fees on a solicitor/client basis;

16.1.5 Interest is calculated based on the negative Net Free Equity on each Trading account, unless specifically agreed otherwise. Interest will be charged on the full negative Net Free Equity on any Trading Account, regardless of whether you hold other Trading Accounts which have positive Net Free Equity. Please note that this means that if you hold multiple Trading Accounts, you may incur interest charges although the aggregate Net Free Equity Position of all your Trading Accounts may be positive.

16.2 You authorize TradeHall to appropriately transfer, credit, apply or pay for any money TradeHall may collect from you to pay for any money you may owe TradeHall.

16.3 TradeHall may reduce or waive the minimum deposit amount, the minimum account balance or interest rates on debit balances, fees or transaction charges for all clients in its sole discretion, for any length of time, with or without conditions, without notice.

16.4 You acknowledge that should you effect a CFD transaction with TradeHall, you must pay all transaction charges, fees, Margins, settlements, interest and any other amounts due under this Client Agreement on demand by TradeHall pin Cleared Funds or otherwise as required in accordance with the terms of this Client Agreement.

16.5 You must pay TradeHall in accordance with this client agreement without any offsets, counterclaims or conditions, and no deductions or withholdings for any tax or other reasons, unless deductions or withholdings are required by applicable law.Should you be required to make any form of deduction in respect of tax from any payment to be made, or if TradeHall is required to pay any tax in respect of any payment made in relation to this Client Agreement at your request, you agree to keep TradeHall indemnified against that tax and agree to pay to TradeHall any additional amounts required to ensure TradeHall receives the full net amount that is equal to the amount TradeHall would have received had a deduction, withholding, or payment of tax not been made.

16.6 You agree that TradeHall may at any time share transaction fees and charges with any other persons without being required to disclose the sharing of such fees and charges to you unless such disclosure is required by law.

17. DEFAULT

17.1 You agree and acknowledge that, if one of the following events occurs, TradeHall may take any of the action provided in Clause **TERMINATION AND CLOSING YOUR ACCOUNT** below:

17.1.1 According to this customer agreement, you fail to request deposit or Margin or make any other payment on time;

17.1.2 You are not contactable by TradeHall (and have not made alternative arrangements) within the time specified by TradeHall for TradeHall to obtain instructions (where required);

17.1.3 You become of unsound mind, or (if applicable) the partnership is dissolved or ceases to exist for any reason;

17.1.4 At the sole discretion of TradeHall, you are no longer suitable for trading;on;

17.1.5 You suspend payment of your debts, make any composition with your creditors, have a receiver appointed over some or all of your assets, take or have any proceedings taken against you in bankruptcy or take or allow any steps to be taken for your winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by TradeHall) or anything similar to any of these events happens to you anywhere in the world;

17.1.6 You have not fully and promptly performed your obligations to TradeHall under this client agreement or other agreements in any respect, or any statement or information you have provided is incorrect or misleading in any material respect;

17.1.7 Any guarantee, indemnity, or security for your obligations is withdrawn or becomes defective, insufficient, or unenforceable in whole or in part;

17.1.8 It becomes, or may become, unlawful for TradeHall to maintain or give effect to all or any of the obligations under this Client Agreement or otherwise to carry on its business, or if TradeHall or you are requested not to perform or to close out a transaction (or any part thereof) by any governmental or regulatory authority, whether or not that request is legally binding;or TradeHall considers it necessary to do so for its own protection.

17.2 If you become aware of the occurrence of any of the events mentioned in Article DEFAULT 1 above, you will immediately notify TradeHall.

17.3 If any of the events mentioned in Article **DEFAULT 1** occurs, TradeHall will determine at its sole discretion and at your expense, but is not obliged to:

17.3.1 Close Your Trading Account Immediately;

17.3.2 Close out any or all of your Contracts;

17.3.3 Cover Positions by entering into further Contracts;

17.3.4 Cancel all outstanding orders to close your trading account;

17.3.5 Convert any amount you owe TradeHall into USD currency at any time on or after the payment is due (until payment is received in full);

17.3.6 Satisfy any obligation you may have to TradeHall out of any belonging to you in TradeHall's custody or control.

17.3.7 Charge you with all the costs, expenses and losses incurred by TradeHall as a result of entering into, or closing out transactions pursuant to this Client Agreement; and

17.3.8 Take any such action a reasonably prudent person would take in the circumstances.

18. INDEMNITY

18.1 You will indemnify TradeHall and its employees, contractors, authorized representatives or agents of the company from and against any cost, expense, claim, action, suit, loss, damage, or other amounts whatsoever arising out of any default, whether by act or omission. You will be omitted from any actions carried out legally in accordance with this client agreement or by Tradehall in accordance with this client agreement or because TradeHall complies with any instructions, request or requirements of the exchange or its clearing house or other regulatory agencies.

18.2 TradeHall shall not be liable or liable for any delays or errors in any transactions transmitted or executed by you or any other third party in accordance with this client agreement, including but not limited to: operational failures or actions of the trading floor or trading system, bank delays, postal delays, any failure or delay of fax or electronic transmission, or delays caused by accidents, emergencies or natural disasters.

18.3 TradeHall does not provide any guarantee for the information or advice provided by third parties, and without TradeHall's prior written consent, all information provided by TradeHall to you is for your private use only and shall not be communicated to any third party.

18.4 TradeHall makes no representation or warranty as to the results of dealing in the CFDs and will not be liable for any damage or loss suffered or incurred by you arising out of or in connection with any general advice, forecast, or opinion given to you in relation to price movements or Positions or to the likely profitability of any transaction.

18.5 These indemnities will survive any termination of the client relationship.

19. LIMITATION OF LIABILITY

19.1 You declare that you have read, understood and accept all the terms and conditions outlined in this customer agreement. You agree that when conducting CFD transactions with TradeHall, you will rely on your own judgment and within the scope permitted by law, there is no gross negligence, fraud or dishonesty by TradeHall or any of its employees, agents and representatives. As a holder of an FSL, TradeHall will bear no responsibility or liability of any kind whatsoever with respect to any general advice given or views expressed to you, whether or not the general advice or views expressed was as a result of a request by you, nor will TradeHall be liable in any respect of any losses incurred by you resulting from dealing in any product or products offered by TardeHall.

19.2 TradeHall will not be liable for any private transactions, contracts, transactions or relationships between you and TradeHall's employees or agents.

19.3 TradeHall will not bear any responsibility for any direct or indirect impact on you caused by any instructions issued by you or an authorized person.

19.4 In the absence of gross negligence, fraud, dishonesty, or misconduct by TradeHall or any of its employees, agents, and representatives, and to the full extent of the law, TradeHall bears no responsibility or liability for any of your losses or damages whatsoever incurred as a result of any delay in transmitting or a failure to transmit.

19.5 Funds caused by reasons outside the control of TradeHall or as a result of TradeHall's failure to execute orders in a timely manner or administer this Client Agreement in the manner contemplated by this Client Agreement for reasons beyond its control and, without limiting the indemnity in Clause INDEMNITY, you indemnify and agree to keep TradeHall and its employees, agents, and representatives (for whom TradeHall acts as agent) indemnified and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses, and other amounts whatsoever arising in respect of any such loss or damage. Reasons outside TradeHall's control may include, but are not limited to, exchange control or other government restrictions, exchange or market rulings, suspension of trading, power failure, telecommunication failure, strikes, or war.

19.6 TradeHall is not responsible for any losses or damages caused by any CFD contract due to the moratorium, suspension or delisting of any Underlying Asset, or any other occurrence in relation to a Relevant Exchange.

19.7 All such available exemptions and limitations of liability will apply in respect of TradeHall's employees, officers, agents and representatives.

19.8 Without limiting the generality of this Section, TradeHall's limitation of liability shall also extend to circumstances described in Clause 9.17.3, including system downtime, technical failure and force majeure events.

20. DISPUTES

20.1 If a dispute arises between TradeHall and you, your dispute will be handled in accordance with our complaint management policy (available on our website).

20.2 If there is a dispute between TradeHall and you on any transaction, TradeHall may close out or take any other action it considers related to the transaction without notifying you and/or without receiving your instructions.

20.3 In an event where your dispute against TradeHall has been referred by you to the AFCA, you hereby consent to TradeHall disclosing such personal information about you (as defined by the Privacy Act 1988 (Cth)) including, but not limited to, records of interactions between you and TradeHall, for the purpose of resolving the dispute.

21. TERMINATION AND CLOSING YOUR ACCOUNT

21.1 Your trading account may be closed, and any agreement and transaction between you and TradeHall may be terminated by either party at any time for any reason, and seven (7) working days' written notice will be given to the other party (Termination notice).

21.2 If you close your trading account in accordance with Article **TERMINATION AND CLOSING YOUR ACCOUNT 1**, you must provide closing notices for all open positions. Such notice must be provided within the seven (7) business days described in Section **TERMINATION AND CLOSING YOUR ACCOUNT 1**. If you fail to close any open positions within the notice period, according to Article **DEFAULT** of this Client Agreement, TradeHall reserves the right to close the positions as if a breach of contract occurred.

21.3 Closing your trading account will not exempt any party from any existing obligations or any liability for previous breaches of any terms of this client agreement, nor will it exempt you from any obligations you may have owed to TradeHall prior to termination under this client agreement.

21.4 Rights under this Client Agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of the Client Agreement. Failure to compel performance will not be construed as a waiver.

21.5 If this Client Agreement is terminated, you acknowledge and agree that all open Positions must be closed within five (5) Business Days of the date of termination.

21.6 TradeHall reserves the right to terminate and close your Trading Account and/or any open Positions without notice to you where it cannot be reasonably be expected to notify you of such closure including, but not limited to, instances where it suspects illegal or fraudulent activity has occurred, where you have failed and/or refused to provide updated and accurate information relating to your account, where closing your account on notice would be in contravention of a legal or regulatory requirement imposed on TradeHall or where notifying you would cause harm to TradeHall or any of its clients.

22. SELF-EXCLUSION

22.1 Self-exclusion refers to the situation where you choose to exclude yourself from the CFD trading provided by TradeHall. In addition to your right of self-exclusion, TradeHall may also choose to invoke the self-exclusion clause, as long as the reason is reasonable to believe that it is in the customer's interest to exclude it from trading CFDs. In the case of direct or indirect indication of damage to the well-being of customers, TradeHall may close any position and/or your trading account. Factors that determine the well-being of customers include, but are not limited to, physical and mental health and financial status. Exclusions can be for a period of time (a specific time) or permanent. If you wish to be excluded, please contact your Account Manager, email or submit a support ticket.

23. PRE-AUTHORISED CONSENT TO ASSIGN, TRANSFER OR UPDATE

23.1 You hereby acknowledge and agree that TradeHall may transfer, transfer or update your account, client funds and/or trading positions (including any rights, relief, powers, obligations and obligations under this agreement) as appropriate, without obtaining Your further consent. For any such transfer, transfer or update, TradeHall will notify you within 21 calendar days, and can choose to "opt out" within a reasonable time determined by "TradeHall", in which such assign, transfer or update may affect or interact with your rights as a retail customer under this agreement.

24. GENERAL

24.1 TradeHall may amend the terms of this Client Agreement at any time by giving written notice to you. We will notify you of any changes via email. Unless you notify us of any objection within ten (10) business days of receiving our written notice, you will be deemed to have accepted and agreed to the amendment. If you do object to the amendment(s), the amendment(s) will not be binding on you, but your Trading Account will be suspended and TradeHall will close your Trading Account in accordance with clause TERMINATION AND CLOSING YOUR ACCOUNT. TradeHall may amend the terms and conditions for various reasons, including but not limited to:

24.1.1 Making it clearer and easier to understand;

24.1.2 Making it more favourable to you;

24.1.3 Providing for the introduction of new systems, services, changes in technology and products;

24.1.4 Rectifying any errors that may be discovered;

24.1.5 Complying with a change in applicable regulation or law.

24.2 If any clauses contained in this client agreement are found to be invalid or unenforceable, these clauses will be deemed to have been deleted, and the validity and enforceability of the remaining clauses will continue to remain unchanged.

24.3 If one party fails to exercise or delays the exercise of any right under this client agreement, it will not waive that right. The rights provided in this client agreement do not exclude other rights provided by law.

24.4 Without Tradehall's express written consent, you may not assign or otherwise transfer your rights or obligations to your trading account under this client agreement or any transaction.

24.5 By contacting us, you acknowledge and agree that we can record telephone or internet conversations with you, and we can use these records as evidence in any dispute. You will be allowed to access these recordings if requested for reasonable reasons (and if still retained).

24.6 You acknowledge and agree to allow TradeHall to conduct electronic database searches and search credit reference agencies to verify your identity. TradeHall will keep records of such search content and results in accordance with our privacy policy and all current and applicable laws.

24.7 TradeHall reserves the right to collect such information as is necessary from you to meet its obligations under its various legal and regulatory obligations, including but not limited to the:

- Anti-Money Laundering Policy;
- Risk Disclosure Notices;
- Privacy Policy;
- Financial Service Guide;
- Best Execution Policy;
- Website Terms & Condition; and
- St. Vincent & the Grenadines.

24.8 TradeHall may pass the transaction-related information (personal information or other information) collected from you for this purpose in relation to applicable laws and regulations to government agencies, and is not obliged to notify you to do so. TradeHall may conduct all such additional checks on you (including sanctions and lists of political figures) when TradeHall deems it necessary or appropriate, and reserves the right to take any action in this regard without any liability.

24.9 TradeHall reserves the right to provide all such information about you to the relevant supervisory authority (whether legally binding or not) or upon its request in accordance with its obligations.

25. PRIVACY

25.1 In order to provide you with trading services, TradeHall needs to collect personal information about you. If you do not provide the required information or agree to the way TradeHall handles your personal information, TradeHall will not be able to provide you with the products and services outlined in this client agreement.

25.2 TradeHall has appropriate systems and processes to ensure that it complies with its obligations under applicable privacy regulations. For more information about TradeHall's information handling practices, please refer to the TradeHall Privacy Policy.

25.3 In accordance with our legal and regulatory obligations, the personal information you provide will be used for identity verification. You must notify TradeHall of any changes to your personal information as soon as practicable.

25.4 You authorize TradeHall to collect, use, store or otherwise process any personal information that enables TradeHall to provide its services. Sometimes this may require the disclosure of personal information to our related entities, agents, service providers or other third parties. For more information, please see our privacy policy.

25.5 You acknowledge that our privacy policy may be updated from time to time. If the law requires us to make any major changes, we will notify you. The current and applicable privacy policy will be provided on our website.

26. TRADEHALL DOES NOT PROVIDE TAX ADVICE

26.1 You agree and acknowledge that:

26.1.1 TradeHall does not provide taxation advice, or advice about Goods and Services Tax ("GST").

26.1.2 Your tax position when trading CFDs will depend on the individual circumstances and the trading strategies adopted.

26.1.3 TradeHall recommends you seek independent professional advice for obligations related to taxation.

26.1.4 TradeHall may request you provide certain information if you fall within FATCA as per the Inter-Government Agreement between the Australian and US Governments.

26.2 Where applicable, the US Internal Revenue Service ("IRS") mandates that holders of US equity derivatives (which include US Share CFDs) are taxed in accordance with section 871(m) of the US Tax Code (Internal Revenue Code). This means TradeHall needs to withhold a tax for dividends that are paid on US Share CFDs.

Get in Touch

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TradeHall Limited is registered and regulated by the
St. Vincent & the Grenadines (Business Company No. 25908 BC 2020).