

VANTAGE GLOBAL PRIME PTY LTD

INTRODUCING BROKER AGREEMENT – Hybrid ARRANGEMENT

VANTAGE GLOBAL PRIME PTY LTD

MM/DD/YYYY

The Introducing Broker wishes to refer persons to Vantage for the provision of financial services.

HYBRID AGREEMENT

Type of Agreement: **Affiliate Agreement**

Principal: **Vantage Global Prime Pty Ltd
(Vantage, we, us or our)**

Level 29, 31 Market St
Sydney NSW 2000
Australia
Attention: Compliance & Legal
email: compliance@vantagefx.com
Telephone: +61 1300 945 517
Telephone: +61 (02) 8999 2046

Hybrid Partner: **Name:
Address:
Phone:
Email:**

INTRODUCTION

- A. Vantage carries on the business of providing Derivative Trading services to Clients globally.
- B. Vantage and the Introducing Broker wish to enter into an Introducing Broker (IB) arrangement.
- C. The Introducing Broker is engaged in the business of providing IB Services to various entities and wishes to provide IB/Affiliate Services to Vantage on the terms set out in this Agreement.
- D. The Introducing Broker wishes to supply information about Vantage to persons and to refer persons to Vantage for financial services in accordance with this Agreement.
- E. Vantage agrees to allow the Introducing Broker to supply its information to persons in accordance with this Agreement.

Now the parties hereby agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

Account means a Client's trading account opened with Vantage in accordance with the procedure detailed at Schedule 2.

Account Currency means the currency of the Introducing Broker's Client trading account opened with Vantage in accordance with the procedure detailed at Schedule 2. The Account Currency is also recorded in Schedule 1. For example, if the Introducing Broker's account is opened in Australian Dollars (AUD), the Introducing Broker will be paid in AUD by Vantage.

ACL means the Australian Consumer Law under the ASIC Act 2001 (Cth);

Agreement means this agreement and includes all schedules and annexures.

Associate means an associate, friend or family member of the Introducing Broker and includes any person who has the same personal information, IP address, physical or mailing address, telephone number, email address or passport details as the Introducing Broker.

Authorisation means:

- (a) any consent, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption; or
- (b) in relation to anything which a governmental agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action or notice of intended intervention or action.

ASIC means the Australian Securities and Investment Commission.

Business Day means Monday to Friday excluding public and/or statutory holidays in Sydney, Australia which day shall be deemed to commence at 9 am and terminate at 4.30 pm.

Churning includes, but is not limited to, the practice of executing trades through a Client account in order to generate commissions or rebates.

Client means a client of Vantage as a result of an introduction by the Introducing Broker, for whom Vantage has opened an Account in accordance with the terms of this Agreement.

Client Agreement means the written agreement between the Client and Vantage (which sets out the terms on which the Client is entitled to use its Account) which shall be in the form determined by Vantage and as amended from time to time.

Client Information means all of the information about the Client, including but not limited to, their name, address, contact details, account details and trading history.

Commencement Date means the date set out section A of Schedule 1.

Commission means the commission payable by Vantage to the Introducing Broker as set out in section B of Schedule 1.

Confirmation means a confirmation sent by Vantage to a Client detailing the sale or purchase of financial products by the Client.

Corporations Act means the Corporations Act 2001 (Cth).

Derivative Trading means the business of facilitating the purchase and sale of over the counter derivatives.

GST means a goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

IB Services means the services described in Schedule 2 and any ancillary services as authorised by Vantage.

Introducing Broker arrangement means the IB services set out in item A of Schedule 2.

Law means all laws including rules of common law, principals of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, policy statements, practice notes, mandatory codes of conduct, writs, orders, injunctions, judgments, determinations and statutory licence conditions.

Licence means an Australian financial services licence granted by ASIC pursuant to section 913B of the Corporations Act or an authorised representative of an Australian financial service licensee pursuant to section 916A of the Corporations Act.

Loss means, in relation to any person, a damage, loss, cost, expense or liability incurred by the person, or a claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed or unascertained, actual or contingent (including loss of profit or any direct, indirect, consequential or special loss or damage, however caused).

Marketing Materials means any marketing or promotional materials, whether in electronic or hard copy form, created by or at the direction of Vantage, for the purpose of marketing Vantage's business and/or services, and incorporating Vantage's Trade Marks.

Money Manager Services means the IB Services described in Item C of Schedule 2 and the elsewhere in the agreement.

Product means the Margin FX Contracts, Derivatives or other financial products that Vantage offers Clients under the Client Agreement;

Trading Platform means the technology platform that we operate to allow Clients to trade Products online, including our billing, support, retention and promotion services and activities;

Vantage's Trade Marks means any trade marks, logos or trading names owned by or licensed to Vantage, whether registered or not registered.

Vantage's Website means the website address of Vantage or such website address as Vantage may specify from time to time.

1.1 Rules for interpreting this document

1.1.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

1.1.2 A reference to:

- (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.

1.1.3 A singular word includes the plural, and vice versa.

1.1.4 A word which suggests one gender includes the other genders.

1.1.5 If a word is defined, another part of speech has a corresponding meaning.

1.1.6 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

1.1.7 The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.

1.1.8 The words financial product, derivatives and related body corporate have the same meanings as in the Corporations Act.

1.2 Business Days

If the day on or by which a person must do something under this document is not a Business Day:

- 1.2.1 if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
 - 1.2.2 in any other case, the person must do it on or by the previous Business Day.
-

2. INTRODUCTION OF CLIENTS AND INSTRUCTIONS

- 2.1 The Introducing Broker will use its best efforts to provide the IB Services to Vantage and Vantage will pay the Introducing Broker for the IB Services in accordance with Clause 7.
 - 2.2 Upon request from Vantage or its legal representatives or government regulators the Introducing Broker must promptly give Vantage access to information to the extent that Vantage requires to satisfy a legal or regulatory requirement.
 - 2.3 The Introducing Broker must ensure it has arrangements in place that enable the Introducing Broker to disclose the Client Information referred in this Agreement to Vantage in circumstances contemplated by this Agreement.
 - 2.4 If requested by Vantage, the Introducing Broker must inform any Clients of any matter Vantage reasonably considers necessary for compliance by either or both parties with any Laws.
 - 2.5 The parties agree that the relationship between Vantage and the Introducing Broker is not an exclusive relationship and both the Introducing Broker and Vantage may enter into similar relationships with other persons.
-

3. AUTHORITY

- 3.1 Where the Introducing Broker deals with people inside Australia, the Introducing Broker must at all times be authorised to provide the relevant financial services in relation to the financial

products issued by Vantage, under its own Licence or as an authorised representative of an Australian financial services Licensee.

- 3.2 This Agreement does not constitute Authorisation by Vantage for the Introducing Broker to provide financial services under its Licence.
 - 3.3 Where the Introducing Broker is of the view that, in providing the IB Services, it does not require a Licence, it must confirm to Vantage in writing that it has received legal advice to the effect that a Licence is not required.
 - 3.4 Where the Introducing Broker deals with people who reside outside of Australia, the Introducing Broker will maintain all insurances, authorisations and registrations required by the laws applicable to the jurisdictions that the Clients reside in.
 - 3.5 The Introducing Broker must notify Vantage immediately if the Introducing Broker ceases to hold a Licence or ceases to be appointed as an Authorised representative of an Australian financial services Licensee, or if it ceases to hold a registration, licence or other authorisation as required by a jurisdiction outside of Australia.
 - 3.6 Vantage authorises the Introducing Broker to provide any person with information about the following (“**Information**”):
 - (a) the financial services and or other services provided by Vantage or its representatives and employees;
 - (b) any current marketing or promotional material, documents or information about Vantage that has been issued by Vantage and not withdrawn; and
 - (c) how to contact Vantage.
-

4. OBLIGATIONS OF THE INTRODUCING BROKER

4.1 The Introducing Broker must:

- 4.1.1 use its best endeavours to attract potential clients for Vantage;
- 4.1.2 use the Marketing Materials provided to it by Vantage only for the purpose of providing the IB Services, and only in accordance with Vantage's instructions;
- 4.1.3 inform Vantage about any information that it becomes aware of that may result in adverse consequences for Vantage;
- 4.1.4 act in accordance with good business practice;
- 4.1.5 carry out any IB Services for Clients honestly, professionally, with due care and skill and in accordance with this Agreement;
- 4.1.6 comply with all Laws and reasonable directions and policies that Vantage provide to you from time to time in respect of this Agreement;
- 4.1.7 inform any person whom it introduces to Vantage under this Agreement:
 - (a) that the Derivative Trading services are offered by or through Vantage and not the Introducing Broker;
 - (b) that the Introducing Broker is not a representative or agent of Vantage; and
 - (c) of any matter Vantage reasonably considers necessary for compliance by either or both of the parties with any enactment or regulations, notices, directions, orders, requirements or demands of any government, municipal or other proper authority to which either party is subject;
- 4.1.8 inform each Client, when required by law to do so, of the Introducing Broker's fee arrangements with Vantage;
- 4.1.9 subject to the Privacy Act or any other applicable privacy or data protection laws in its jurisdiction, maintain proper business records regarding every referral and provision of

IB Services undertaken by it in connection with this Agreement, including obtaining and maintaining a permanent record of the following, where applicable:

- (a) each Client's name, contact details, principal occupation/business and financial condition;
 - (b) each Account and each person holding a Power of Attorney over any Account; and
 - (c) the name of the person who solicited and is responsible for each Client;
- 4.1.10 subject to the applicable laws in its jurisdiction, notify its representatives and Clients that Vantage may record telephone conversation;
- 4.1.11 co-operate promptly at all times with our reasonable requests to enable Vantage to:
- (a) prepare any documents, including disclosure documents, to be provided to Clients; and
 - (b) offer Vantage's Products to Clients;
- 4.1.12 promptly notify Vantage in writing of any Client complaints and disputes and provide us with all written communications and documents issued or received that relate to those matters;

4.2 The Introducing Broker must not at any time:

- 4.2.1 represent that the Introducing Broker or Vantage will guarantee a Client's Loss, or limit the Loss of any Client;
- 4.2.2 represent itself as a representative of, or a person authorised by Vantage, or use the name of Vantage or any of its related bodies corporate in its advertising activities without obtaining the prior written consent of Vantage;
- 4.2.3 misrepresent Vantage or the Products or Derivative Trading services that are offered by Vantage;
- 4.2.4 engage in misleading or deceptive conduct or use advertising that is misleading or deceptive;
- 4.2.5 prepare letters, publish material or place any advertisements that refer to Vantage and its relationship with Vantage without the prior written consent of Vantage;
- 4.2.6 use the Marketing Materials or Vantage's Trade Marks on any third party website or in any way which is contrary to the direction or instruction of Vantage, or for any purpose which is not related to the Introducing Broker's obligations under this Agreement;
- 4.2.7 use the Marketing Materials or the Vantage's Trade Marks in any email marketing or promotional activity without Vantage's prior written consent;

- 4.2.8 amend or change all or any part of the Marketing Material without Vantage's prior written consent;
- 4.2.9 use unprincipled or inappropriate advertising to solicit clients. This includes approaching unsophisticated clients, active promotion, spam or advertising on websites which Vantage in its absolute discretion considers to be inappropriate (including pornographic websites or websites for adult entertainment);
- 4.2.10 do anything which might injure the reputation of or bring discredit to Vantage;
- 4.2.11 use the name 'Vantage' or any derivation of that name, in a way that might compete with Vantage's search engine optimisation without the prior written consent of Vantage. This includes using the name 'Vantage' on the title tag of the Introducing Broker's website;
- 4.2.12 register the name 'Vantage' for any purpose without the prior written consent of Vantage. This includes registering the name 'Vantage' as a domain name or account name.
- 4.2.13 hold out to the person that the Introducing Broker is authorised to supply financial services on behalf of Vantage.
- 4.2.14 not engage in any illegal, improper, misleading or deceptive conduct or do anything (including making statements in any form) that may cause loss or damage to Vantage or which may have a detrimental effect on Vantage's reputation or those of its Products and services. In particular, the Introducing Broker must not:
 - (a) engage in any illegal activity of any type, such as displaying illegal content on its website or in any subscription emails;
 - (b) actively target:
 - (i) any person who is under the age of 18 years old, regardless of the age of majority in the location where you are engaging in introducing activities; or
 - (ii) any resident of the United States and any other countries where we are banned from registering Clients;
- 4.2.15 login to Client accounts or conduct trading activities on their behalf;
- 4.2.16 operate a website that contains or promotes misleading, defamatory or illegal content, or a link to a website that does so. Misleading content includes making any promises

- in relation to returns and displaying our disclaimer, licence or authorisation number without our express permission;
- 4.2.17 send unsolicited commercial electronic messages (spam);
 - 4.2.18 place links to Vantage's Website(s) in commercial electronic messages, display advertising networks, counters, guest books, forums, blogs, chat rooms or other similar internet resources;
 - 4.2.19 enable bad faith transactions, including via any device, program, robot, IP address, redirects and 'bogus' traffic;
 - 4.2.20 establish any promotion that provides rewards, points or compensation to a Client for registering for an Account with us, including any kind of rebate deal, without our prior approval; or
 - 4.2.21 take any action that would dilute or tarnish the value of the Vantage Trademark. The Introducing Broker must not do or say anything that will or is likely to damage or diminish Vantage's business or reputation. This clause 4.2.21 will survive expiry or termination of this Agreement.
- 4.3 The Introducing Broker must not at any time:
- 4.3.1 accept any money, securities or other property (or extend credit) to margin, guarantee or secure any transaction for Products Vantage offers; or
 - 4.3.2 give instructions to transfer funds out of a Client's Account, and we will not be obliged to comply with any such instructions, unless authorised in writing by the Client.
- 4.4 Introducing Broker must transmit any funds received from Clients that are due and payable to us on the same day that the funds are received.
-

5. RELATIONSHIP

- 5.1 The parties agree that nothing in this Agreement creates a relationship between them of employer/employee, principal/agent, a joint venture or a partnership, and each party shall be solely responsible for its own action or inaction.
 - 5.2 The Introducing Broker is the agent of the person it refers to Vantage and in that capacity is not the agent of Vantage.
 - 5.3 In performing the IB Services under this Agreement, the Introducing Broker is an independent contractor and as such is liable for any taxes, insurance contributions or any other assessments incurred by it in the course of business generally and in relation to this Agreement.
 - 5.4 Any existing agreements of a similar nature to this Agreement between the Introducing Broker and Vantage are hereby cancelled except in respect of any pre-existing debts or benefits accrued under them.
-

6. ACCOUNTS

- 6.1 The Introducing Broker will, when introducing a Client to Vantage, request the Client to apply for an Account.
 - 6.2 Vantage will, at its sole discretion, decide whether or not to accept an application to open an Account.
 - 6.3 Any errors or discrepancies in an Account that the Introducing Broker is aware of must be immediately called to the attention of Vantage for review and in all events within 24 hours of the error or discrepancy occurring.
-

7. REMUNERATION

- 7.1 Vantage will, throughout the term of this Agreement, pay the Commission in accordance with Schedule 1, to the extent that such payments would not cause either or both Vantage or the Introducing Broker to breach any Laws. The compensation schedule may be changed by Vantage at its discretion, after providing the Introducing Broker with at least one (1) day's written notice.
 - 7.2 The Introducing Broker will only be entitled to payments under Clause 7.1 while the Client engages Vantage to provide financial services to the Client.
 - 7.3 The Introducing Broker acknowledges and agrees that under no circumstances will Vantage be liable to a third party for the payment of any commission or other fee, and the Introducing Broker agrees to indemnify Vantage for all costs, liability, loss, damage or expense that Vantage incurs as a result of any claim or proceeding that is made or threatened or commenced against Vantage by any third party whatsoever.
 - 7.4 The Commission will only be paid:
-

- 7.4.1 on completed or closed out trades; and
 - 7.4.2 on the trades that Vantage, at its sole discretion, decides to make.
- 7.5 The Commission will not be paid for Accounts that have been opened or traded by an Associate of the Introducing Broker.
- 7.6 Vantage will pay the Commission to the Introducing Broker at the end of each calendar month for the month that the Introducing Broker has qualified for payment.
- 7.7 The Commission will be paid in the Introducing Broker's Account Currency and to the credit of the bank account, both set out in Schedule 1.
- 7.8 Vantage will, at the end of each calendar month, provide the Introducing Broker with written confirmation of the amounts paid to the account nominated by the Introducing Broker in Schedule 1. The monthly statement will also be available in Meta Trader 4 platform and Vantage can provide a copy anytime upon request.
- 7.9 The Introducing Broker acknowledges that the Commission received by the Introducing Broker pursuant to this Agreement fully compensates it for its obligations under this Agreement.
- 7.10 The Introducing Broker is responsible for payment of its own GST and all taxes, duties, fees or other governmental levies or charges.
- 7.11 All payments made to the Introducing Broker are inclusive of GST (if applicable).
- 7.12 The Introducing Broker agrees and acknowledges that they will not engage in the practice of Churning, do anything to intentionally or unintentionally abuse the terms and conditions of this agreement, or abuse the affiliate program.
- 7.13 The Introducing Broker acknowledges that Vantage has the right to monitor and review the activities of the Introducing Broker regularly.
- 7.14 If the Introducing Broker engages in Churning or deemed at Vantage's sole determination to be abusing the affiliate program, the Introducing Broker agrees and acknowledges that Vantage may, in its sole discretion, take one or more, (or any portion of), the following actions:
- 7.14.1 refuse to pay Commissions on Accounts where Churning and abuse have occurred;
 - 7.14.2 charge a fee to the Introducing Broker in the same or greater amount of money that resulted from the Churning activities;
 - 7.14.3 terminate this agreement pursuant to Clause 10.
- 7.15 Notwithstanding the forgoing, and without prejudice to any other provision in this Agreement, Vantage may, at its sole and exclusive discretion, withhold, delay or refuse payment of the

Introducing Broker Commissions and/ terminate this agreement pursuant to Clause 10 in any of the following events:

- 7.15.1 Vantage has reason to believe that the Introducing Broker's activity is not in compliance with any applicable law, including, without limitation to ASIC Rules;
 - 7.15.2 Vantage has reason to believe that the Introducing Broker's activity is in breach of this Agreement;
 - 7.15.3 Vantage at its sole determination deems activities taken by or on the Introducing Broker's account or any account which appears to be referred, controlled or managed by the Introducing Broker, is deemed suspicious.
- 7.16 Without derogating from the forgoing in this Section 7.16, it is hereby clarified that in any event that Vantage determines that Introducing Broker is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to Vantage including without limitation to its affiliate program, products and services, trading platforms, promotions and/or bonuses, Vantage shall have the right to withhold, delay or refuse payment of the Introducing Broker Commissions and/ terminate this agreement pursuant to Clause 10, to render the tracking URLs and promotional materials assigned to such Introducing Broker inoperative, and immediately block the Introducing Broker's access to the affiliate program, with no compensation to the Introducing Broker. The Introducing Broker hereby irrevocably waives any claim or demand against Vantage, its directors, officers, shareholders, employees or against the site(s) in respect of such action taken by Vantage.
-

8. WARRANTIES

- 8.1 The Introducing Broker warrants to Vantage that:
 - 8.1.1 the information provided by the Client when applying for an Account is true and correct;
 - 8.1.2 it has obtained all authorisations and done all things necessary in order to enter into this Agreement and to perform its obligations under this Agreement;
 - 8.1.3 it is not aware of anything which will, or might reasonably be expected to, prevent or impair it from performing all of its obligations under this Agreement, in the manner and at the times contemplated by this Agreement;
 - 8.1.4 it will comply with all Laws when performing its obligations under this Agreement;
 - 8.1.5 this Agreement has been duly executed by it and constitutes binding obligations on its part, enforceable against it in accordance with its terms;
 - 8.1.6 it will ensure that each Client that is a retail customer it solicits has received adequate information concerning the risks of Derivative Trading so that the Client can make an informed decision as to whether Derivative Trading is appropriate for that Client;

- 8.1.7 entering into this Agreement will not cause it to breach any agreement, arrangement or understanding which it has with any third party;
 - 8.1.8 it is not a party to or the subject of any action or proceeding before any court, government agency or regulatory body;
 - 8.1.9 all previous information and statements it has provided to Vantage in connection with this Agreement are true and correct to the best of your knowledge and belief; and
 - 8.1.10 it will notify us immediately if you become aware of any material change in your business.
- 8.2 Vantage warrants that:
- 8.2.1 all information relating to the Introducing Broker's clients will be treated as Confidential Information; and
 - 8.2.2 it is a member of an external dispute resolution scheme and holds all qualifications and accreditations necessary or prudent to provide the financial services contemplated by this Agreement.

9. LIMITATION OF LIABILITY AND INDEMNITY

Agreement accepted in Australia

- 9.1 These terms don't exclude, restrict or modify:
- 9.1.1 the application of any provision of the ACL (whether applied as a law of the Commonwealth or any State or Territory of Australia);
 - 9.1.2 the exercise of any right or remedy conferred by the ACL; or
 - 9.1.3 Vantage's liability for a failure to comply with any applicable consumer guarantees where to do so would:
 - (a) contravene the ACL; or
 - (b) cause any part of these terms to be void.

Limitation of Liability

- 9.2 To the extent permitted by law (and subject to clause 9.1 if you accept these terms in Australia), our liability to you for any non-compliance with a statutory guarantee or Loss arising out of or in connection to a breach by Vantage of a non-excludable condition or warranty referred to in clause 9.1, is limited, at our option to the supply of services again or the payment of the cost of having the services supplied again.
- 9.3 To the extent permitted by law, our maximum liability for all loss and damage suffered or incurred by the Introducing Broker in connection with these terms, whether arising from or in connection with any breach of contract, tort (including negligence) or any other cause of action is limited in

aggregate to the amount of Commissions paid by Vantage to the Introducing Broker in the 6 month period immediately prior to the date of the event giving rise to the liability.

- 9.4 All other representations, conditions, warranties and terms that would otherwise be expressed or implied in these terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).
- 9.5 If the Introducing Broker accepts these terms in Australia, clauses 9.2 to 9.4 above are not intended to have the effect of excluding, restricting or modifying:
 - 9.5.1 the application of all or any of the provisions of the ACL;
 - 9.5.2 the exercise of a right conferred by such a provision; or
 - 9.5.3 Vantage's liability in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

When we will not be liable

- 9.6 Vantage, its related bodies corporate, officers, directors, employees and suppliers are not responsible or liable to the Introducing Broker or any Client for any:
 - 9.6.1 Loss arising as a result of any failure of any software, hardware, communication technology or other system, including but not limited to Vantage's Trading Platform;
 - 9.6.2 Loss relating to the provision of data made available via the services Vantage provide, including Trading Platform, delays, disruptions, inaccuracies or the loss of data;
 - 9.6.3 Loss relating to Introducing Broker's use of, or reliance upon any data provided to Introducing Broker or Clients via the services Vantage provide, including the Trading Platform;
 - 9.6.4 delay or failure by Vantage to act on an order or instruction from a Client;
 - 9.6.5 failure by the Introducing Broker to perform its obligations under this Agreement, or its failure to perform them in a timely manner;
 - 9.6.6 negligent or unlawful conduct on the part of the Introducing Broker, its employees, representatives, agents or contractors;
 - 9.6.7 actions or inaction of third parties (including those which may be negligent or unauthorised) relating to the IB Services, the Trading Platform or Vantage's Products;
 - 9.6.8 trading losses suffered by Clients in connection with Vantage's Products;
 - 9.6.9 Loss arising from a failure by Vantage to comply with this Agreement for any cause which could not reasonably be controlled or prevented by Vantage; or
 - 9.6.10 any Loss arising from a failure by the Introducing Broker to comply with tax laws in relation to Commissions.

Exclusion of liability for Consequential Loss

- 9.7 Notwithstanding any other provision in this Agreement, neither party will be liable for any indirect, consequential, special or incidental loss or damages. For clarity, neither party will be liable for loss of profits. However, nothing in this clause will preclude the recovery by a party of loss or damage which may fairly and reasonably be considered to arise naturally, that is according to the usual course of things, from the breach or other act or omission giving rise to the relevant liability.

Indemnity

- 9.8 Subject to clause 9.9 below, the Introducing Broker indemnifies Vantage, its related bodies corporate, directors, officers, employees and suppliers (“**Indemnified Parties**”) against any Loss or Claim suffered or incurred by any of them arising out of or in connection with any:
- 9.8.1 breach by the Introducing Broker of these terms;
 - 9.8.2 any unlawful, fraudulent, negligent or wilful act or omission carried out by Introducing Broker in connection with its relationship with Vantage or any Client; or
 - 9.8.3 any infringement or alleged infringement on a third party’s intellectual property rights by the Introducing Broker whilst performing its obligations under this Agreement.
- 9.9 If an Indemnified Party caused or contributed to any Loss, then the Introducing Broker’s liability under this clause will be limited to the amount of the Loss which is directly attributable to its conduct.
- 9.10 Vantage will promptly notify the Introducing Broker in writing of any matter in respect of which indemnity or reimbursement is sought under clause 9.9.
- 9.11 The Introducing Broker acknowledges and agrees that Vantage may deduct any amounts owing to it as a result of the operation of clause 9.8 from Commissions payable to you under clause 7, and the Introducing Broker will pay any remaining deficit to Vantage on demand.

10. TERM AND TERMINATION OF AGREEMENT

- 10.1 This Agreement will commence on the Commencement Date and will continue for two (2) years or until terminated in accordance with this Clause 10.
- 10.2 Vantage can terminate this Agreement if the Introducing Broker breaches this Agreement or conducts his/her business improperly by giving written notice to the Introducing Broker and this Agreement shall be immediately terminated upon the giving of the notice.
- 10.3 Either party may terminate this Agreement by giving the other party 30 days written notice and this Agreement will terminate at 5pm on the date of the expiry of that notice period;
- 10.4 The Introducing Broker must notify Vantage immediately if any event occurs which would entitle Vantage to terminate this Agreement or suspend the authorities conferred by this Agreement.

10.5 On termination:

- 10.5.1 Vantage shall pay Commissions for any trades placed by Clients prior to the date of termination but shall not be liable to pay Commissions for any trades placed by Clients on or after the date of termination, subject to Vantage's right of set off;
 - 10.5.2 the Introducing Broker shall immediately cease using the Marketing Materials whether in hard copy form or electronic form on any website, and return all Marketing Materials to Vantage, and also cease referring to Vantage and shall remove all of Vantage's Trade Marks, including logos, branding and other references to Vantage from its website and/or Marketing Materials; and
 - 10.5.3 the Introducing Broker acknowledges that on termination, other than for Commissions payable as set out in clause 10.5.1, it has no claim against Vantage whatsoever and is not entitled to any compensation or claim arising from the termination.
-

11. NOTICES

- 11.1 Any notice required by this Agreement shall be in writing and may be given by letter, or email to the addresses specified in Section B of Schedule 1 for the Introducing Broker or page 1 of this Agreement for Vantage (whichever is applicable) or to such other addresses as are notified by one party to the other from time to time.
 - 11.2 Any notice given by:
 - 11.2.1 Letter posted:
 - (a) within Australia to an address in Australia shall be deemed to have been given two Business Days after being deposited in the post; or
 - (b) within Australia to an address outside of Australia (or vice versa) shall be deemed to have been given five Business Days after being deposited in the post.
 - 11.2.2 Email shall be deemed served immediately upon completion of sending of the email (provided that the sender has not received an email advising of the failure of the email message to be communicated).
 - 11.3 In any event a notice shall be sufficiently given or served if actually received by a party or a party's solicitor or if sent to or left at a party's registered office.
-

12. CONFIDENTIAL INFORMATION

- 12.1 Neither party will, without the prior written consent of the other, disclose any details or information acquired directly or indirectly as a result of the relationship contemplated by this Agreement to any person, or use the same for its own benefit, other than as contemplated in this Agreement.

- 12.2 Clause 12.1 will not apply to any information to the extent:
- 12.2.1 To which the recipient can clearly show as independently available to the recipient from a third party having the right to disclose it;
 - 12.2.2 To which it, at the time of execution of this Agreement was, or subsequently has become, in the public domain (through no fault of the recipient);
 - 12.2.3 The recipient is obliged by law to disclose it, provided that the recipient promptly advises the disclosing party of the legal obligation to disclose and provides all assistance required by the disclosing party to the challenge the disclosure obligation; or
 - 12.2.4 That the parties agree in writing will be exempt from the provisions of this Clause 12.
- 12.3 Each party will:
- 12.3.1 Take all necessary steps at all times to ensure the non-disclosure and confidentiality of other party's confidential information; and
 - 12.3.2 Require its officers, employees and agents not to disclose or copy any of the other party's confidential information for any purpose except as permitted under this Agreement.
- 12.4 The obligations under this clause 12 will survive termination of this Agreement.

13. ASSIGNMENT

- 13.1 Neither party can assign or otherwise transfer the benefit of these terms without the other's prior written consent (which will not be unreasonably withheld).
- 13.2 Vantage may assign or otherwise transfer the benefit of this Agreement at any time to one of its related bodies corporate or to any entity which succeeds our business, without the Introducing Broker's consent. Vantage will notify the Introducing Broker in writing of any such assignment within a reasonable period.
- 13.3 If there is a material change in your management, ownership or control, including any change in the Introducing Broker's directors or shareholders, trustees or beneficiaries (as relevant), such an event will constitute an assignment under this clause 13 and will require Vantage's consent.

14. GENERAL

- 14.1 This Agreement constitutes the entire agreement between the parties and no earlier representation or agreement relating to any matter dealt with in this Agreement will have any force or effect from the Commencement Date.
- 14.2 Neither party will be liable to the other for any breach or failure to perform any of its obligations under this Agreement where such breach is caused by any cause beyond that party's reasonable

control (Force Majeure Event) provided that the affected party uses its best endeavours to mitigate the Force Majeure Event. If the Force Majeure Event continues for more than 10 Business Days, the party not suffering the Force Majeure Event may terminate this Agreement immediately.

- 14.3 No delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence by either party in respect of any breach of the other party's obligations under this Agreement is to operate as a waiver of or prevent the subsequent enforcement of that obligation or be deemed a delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence in respect of, or a waiver of, any subsequent or other breach.
- 14.4 Each party will sign all documents and do all things reasonably required by the other party to give effect to the terms and intentions of this Agreement.
- 14.5 If any provision of this Agreement is invalid or unenforceable, the provision shall be severed from the remainder of this Agreement and shall not render the remainder invalid or unenforceable.
- 14.6 No amendment to this Agreement will be effective unless it is in writing and signed by both parties (other than in relation to the procedures which Vantage has in place which it may amend from time to time).
- 14.7 This Agreement may be executed in two or more counterparts each of which will be deemed to be an original, but all of which when taken together will constitute one and the same instrument.
- 14.8 This Agreement is governed by the law of New South Wales (NSW). The parties submit to the non-exclusive jurisdiction of the courts of NSW and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.
- 14.9 Should there be any inconsistency between the English and Chinese translation of this Agreement, the English translation shall prevail to the extent of the inconsistency.

HYBRID AGREEMENT

EXECUTED as an Agreement

Executed by **Vantage Global Prime Pty Ltd**

In accordance with section 127(1) of the Corporations Act 2001:

Signature: _____

Name:

Title: Director

Signature: _____

Name:

Title: Director

Executed by the Introducing Broker

In accordance with the laws of the country in which the Introducing Broker is located.

Signature: _____

Hybrid Partner name:

Schedule 1**Section A: Introducing Broker Details**

Commencement Date:	
Company name:	
Trading name:	
Address for notices:	
Postal address:	
Phone numbers (fixed and mobile):	
Email address:	
Person/s authorised to act on behalf of the Company: [include full name, address, email address and mobile number for each person]	
Introducing Broker Bank Account details:	
Account Currency:	

HYBRID AGREEMENT

Section B: Commission

Model	CPA				Rebate	
	Hybrid	CPA	CPA Qualification Conditions	Monthly qualified accounts	CPA Payment	STP Accounts
20/80	\$120 each + bonus (600-2000)	- Minimum deposit of \$500 - Trading volume of 2 FX Lots	1-29 30-49 50+	CPA \$120 CPA \$120 + \$600 monthly bonus CPA \$120 + \$2000 monthly bonus	0.6 pip for FX; 0.5 pip for OIL&GOLD;	\$1.5 for FX+ & GOLD+ 0.5 pip for OIL
	80 each + bonus 60 each + bonus	- Minimum deposit of \$500 - Trading volume of 2 FX Lots	1-29 30-49 50+	CPA \$80 CPA \$80 + \$600 monthly bonus CPA \$80 + \$2000 monthly bonus		
50/50	300 each + bonus (1500-5000)	- Minimum deposit of \$500 - Trading volume of 2 FX Lots	1-29 30-49 50+	CPA \$300 CPA \$300 + \$1500 monthly bonus CPA \$300 + \$5000 monthly bonus	0.3 pip for FX, OIL & GOLD;	\$1.0 for FX+ & GOLD+ 0.3 pip for OIL
	200 each + bonus 150 each + bonus	- Minimum deposit of \$500 - Trading volume of 2 FX Lots	1-29 30-49 50+	CPA \$200 CPA \$200 + \$1500 monthly bonus CPA \$200 + \$5000 monthly bonus		

HYBRID AGREEMENT

80/20	480 each + bonus (2400-8000)	- Minimum deposit of \$500 - Trading volume of 2 FX Lots	1-29 30-49 50+	CPA \$480 CPA \$480 + \$2400 monthly bonus CPA \$480 + \$8000 monthly bonus	0.2pip in FX, OIL & GOLD;	\$0.5 for FX+ & GOLD+ 0.2 pip for OIL
	320 each + bonus 240 each + bonus	- Minimum deposit of \$500 - Trading volume of 2 FX Lots	1-29 30-49 50+	CPA \$320 CPA \$320 + \$2400 monthly bonus CPA \$120 + \$8000 monthly bonus		

Schedule 2**IB Affiliate Services**

Item	Name of arrangement	Description of arrangement	Details of services to be provided by the Introducing Broker pursuant to the arrangement
A	Affiliate arrangement	An arrangement where the Introducing Broker devotes its time and resources to market the Vantage Platform and other services offered by Vantage, and identify prospective Clients of Vantage, as directed and in the manner specified by Vantage. Vantage will provide Marketing Materials to the Company in its sole discretion.	<ul style="list-style-type: none"> • promoting and marketing the services offered by Vantage, including services offered via the Vantage Platform • identifying prospective users of the Vantage Platform • placing web-banners and other promotional material that has been approved by Vantage on websites or other forms of electronic media <p>[insert additional services]</p>