



# Master Prime Agreement Terms

21st June 2022

Prime Trading Services Pty Ltd

Trading as PTX Markets ('PTX Markets')  
Company Number 40429

---

## CONTENTS

1.	Master Prime Agreement	3
2.	Records of Your Accounts	5
3.	Appointment and Authorised Persons	5
4.	Your Instructions And Orders	6
5.	Online Services	6
6.	Confirmations	9
7.	Client Undertakings And Acknowledgments	9
8.	PTX Markets Undertakings	11
9.	Fees, Charges And Costs	11
10.	Payments	13
11.	Information And Advice	14
12.	Privacy and Information	14
13.	Disputes	16
14.	Recordings	16
15.	Your Capacity, Representations And Warranties	16
16.	Anti-Money Laundering And Counter-Terrorism Financing	17
17.	Limitation Of Liabilities, Indemnities And Payments	18
18.	Termination Event	20
19.	Notices	22
20.	Appointment As Attorney	23
21.	Termination	23
22.	General	24
23.	Interprutation	25
	<a href="#">Schedule 1</a>	
	Additional Representations, Warranties And Undertakings	29

## 1. Master Prime Agreement

- 1.1** The Master Prime Agreement with you and us is on the terms in this document. A reference to “Terms” is a reference to the terms in this document (including the Schedules), as amended from time to time.
- 1.2** The Master Prime Agreement is with you, Prime Trading Services Pty Ltd trading as PTX Markets (‘PTX Markets’) and each Facility Provider from time to time. When you apply for a Facility and that application is accepted, the Facility Provider for that Facility is automatically added as a party to the Master Prime Agreement, with the details of that Facility Provider as set out in the Facility Terms. No further notice or executed agreement is required to add the Facility Provider as a party to the Master Prime Agreement.
- 1.3** From time to time you may have Financial Products or Financial Services provided to you by one or more Facility Providers. The specific terms of those Financial Products or Financial Services will be governed by the relevant Facility Terms for them.
- 1.4** The purpose of the Master Prime Agreement is to assist you to deal with several Facility Providers, to start new Facilities or to end Facilities and to manage your payments and security for your obligations to Facility Providers. The Master Prime Agreement also assists multiple related entities, each a client, to deal with Facility Providers. Your payments to PTX Markets (or its agent nominated to you) will be applied to satisfy your obligations to the relevant Facility Providers. Your data is managed by PTX Markets (or its agent nominated to you).
- 1.5** The Facility Terms exclusively apply to the Facility except only to the extent covered by the Master Prime Agreement. This means that only the parties to a Facility are bound by and are liable under the Facility Terms for the Facility except only to the extent expressly covered by the Master Prime Agreement. The Master Prime Agreement does not create joint and several liability as among Facility Providers for their Facilities provided to you.
- 1.6** The main ways the Master Prime Agreement prevails over Facility Terms are:
- (a) Security which you give to one Facility Provider for its Facility provided to you, and Accounts you have with a Facility Provider, may be used to satisfy your obligations under a different Facility (whether to the same Facility Provider or to a different Facility Provider);
  - (b) your Data which you provide to PTX Markets or to any Facility Provider (or their agents nominated to you) may be provided to and used by PTX Markets and by any Facility Provider that provides a Facility to you;
  - (c) your payments to PTX Markets (or its agent nominated to you) will be good payment for your payment obligations to Facility Providers in the order and amounts as allocated by PTX Markets in its absolute discretion
  - (d) amounts which a Facility Provider is obliged to pay you may be paid by PTX Markets (or its agent nominated to you) on behalf of that Facility Provider.
- 1.7** The Master Prime Agreement may be with one Client or with two or more Clients. A person may become a party to the Master Prime Agreement after the Master Prime Agreement is first established. A reference in these terms to “you” refers to each Client from time to time.
- 1.8** A single “Client” may be comprised of two or more persons (for example, partners). If the Client is comprised of more than one person then this Master Prime Agreement is with each of them jointly and severally.
- 1.9** The Master Prime Agreement is a master agreement with you (and, if you are more

than one Client, each of you), each Facility Provider and PTX Markets. Transactions which you have with Facility Providers will continue to be with each respective Facility Provider but may be reported separately, in aggregate, or partly both.

- 1.10** In order to establish your Master Prime Agreement, you must complete and return to PTX Markets your completed Application Form (which will be provided to you on-line, by email or in paper format). PTX Markets may, in its absolute discretion, accept or decline your application.
- 1.11** PTX Markets may require you to agree to a Credit facility and for that Credit Facility provide an executed Credit Support Document before or after establishing your Master Prime Agreement.
- 1.12** These Terms apply to you in respect of your Master Prime Agreement from the earlier of: (a) the time PTX Markets accepts your application in the Application Form in respect of a particular Financial Product or Financial Service; (b) the time PTX Markets otherwise agrees to provide the Financial Product or Financial Service to you; and (c) the time you first place an Order in respect of a Financial Product with PTX Markets or otherwise instruct PTX Markets to provide the Financial Service to you.
- 1.13** You acknowledge and agree that you (if a natural person) have or (if you are a corporate entity) a natural person acting on your behalf has, read and understood all documentation provided to you by us (including by way of being directed to a website on which the disclosures are posted) including these Terms and any product disclosure statement (Disclosure Statement) in relation to any Financial Products or Financial Services which you request PTX Markets to make available to you by a Facility.
- 1.14** You acknowledge that all dealings in Financial Products, our Financial Services and the performance by us of our obligations under these Terms are subject to the Applicable Laws.
- 1.15** You acknowledge that we will not provide legal, tax, financial or accounting advice to you as part of the services that we provide to you in accordance with these Terms.
- 1.16** PTX Markets does not act in a fiduciary capacity. No Facility Provider owes any fiduciary obligations to you in respect of its services provided to you in connection with these Terms or a Facility except as expressly stated in these Terms or to the extent expressly stated in Facility Terms.
- 1.17** These Terms do not constitute advice of any kind, express or by implication, to you nor a recommendation, suitability assessment or opinion that a Financial Product or Financial Service is appropriate for you. PTX Markets' assessment of whether or not to provide a facility to you is solely and exclusively for its own purposes and may not be used or inferred to be a suitability assessment for you or for your benefit.
- 1.18** PTX Markets does not act as agent, fiduciary, joint venturer or guarantor of any other person. A liability of a Facility Provider accrues solely to that Facility Provider.
- 1.19** PTX Markets has discretions under these Terms which can affect your Transactions. You do not have any power to direct how we exercise our discretions.

When exercising our discretions, we will comply with our legal obligations.

We will have regard to our policies and to managing all risks (including financial, credit and legal risks) for ourselves and all of our clients, our obligations to our counterparties, market conditions and our reputation.

We will try to act reasonably in exercising our discretions but we are not obliged to act in your best interests or to avoid or minimise you

making a loss or incurring a cost or risk.

We will not give reasons for why we exercise our discretions in any way.

Our policies are not binding on you or on us. A policy is to guide procedures and expectations, not be or substitute for legally binding obligations nor be binding on their own terms. Policies by their nature are subject to consideration of particular facts and circumstances in each and our exercise of our discretions may take into account anything reasonable in the particular circumstances at the time.

## 2. Records of Your Accounts

**2.1** Facility Providers will establish one or more Accounts in respect of the Financial Products or Financial Services provided to you. Transactions entered into by you pursuant to these terms will be recorded in the relevant Account established by that Facility Provider for that Financial Product or Financial Service.

**2.2** The calculations, reporting and administration may be performed by PTX Markets separately for each Account, so that (without limitation):

- (a) calculations may be managed and enforcement action may be taken for each Account separately; and
- (b) PTX Markets may at any time aggregate one or more Accounts (for reporting or otherwise for the purposes of these Terms), even if you cannot immediately access reports for aggregated Accounts.

**2.3** PTX Markets may send or otherwise provide you notices, disclosures, statements confirmations, reports, demands and invoices (for amount owing by you to a Facility Provider) and all other information or communications arising from or in relation to your Facilities. PTX Markets will do so as service provider to the

relevant Facility Provider which provides the Facility. You accept receiving materials from PTX Markets as service provider to the relevant Facility Provider.

## 3. Appointment and Authorised Persons

**3.1** PTX Markets may accept your authorisation of another person (Authorised Person) to give instructions and (if applicable) place Orders on your behalf or otherwise to do anything which you are entitled to do in connection with or under these Terms or a Facility. You must notify PTX Markets in your Application Form or otherwise in writing in a way permitted by PTX Markets of any such authorisation, setting out the full name, telephone number, email address and signature of that person and any other information required by PTX Markets to identify the Authorised Person.

**3.2** Any change or revocation of such authority is only effective upon receipt by PTX Markets of a signed written notice of change or revocation from you. If another person is later appointed an Authorised Person, the notice must include the full name, telephone number, email address and specimen signature of that person and be verified by an Authorised Person and any other information required by PTX Markets to identify the Authorised Person and, if you are a body corporate, by a director.

**3.3** You may appoint an attorney (under a power of attorney in the relevant jurisdiction) to give instructions and place Orders on your behalf or otherwise to do anything which you are entitled to do in connection with or under these Terms or a Facility. You must notify PTX Markets in writing of any such appointment setting out the attorney's details. You must provide PTX Markets with a written power of attorney; PTX Markets may accept or reject this power of attorney.

**3.4** PTX Markets may allow a Client which is a corporation or other legal entity to authorise a person (who is by that authorisation an Authorised Person) or an attorney to do anything which the Client is entitled to do under these Terms, including on conditions determined by PTX Markets.

**3.5** PTX Markets may allow any Client of a legal type not mentioned elsewhere in these Terms to authorise its Authorised Person or attorney to do anything which the Client is entitled to do under these Terms or a Facility, including on conditions determined by PTX Markets.

**3.6** For the purposes of these Terms and all Facilities, Orders placed by, and other instructions or directions given by, an Authorised Person (or which appear to us on the face of the Orders or other instructions or directions to be placed or given by an Authorised Person) are taken to be your Orders, instructions or directions.

**3.7** You are and remain solely liable and responsible for all acts and omissions of your Authorised Person notwithstanding the act or omission of the Authorised Person was:

- (a) outside their actual or ostensible authority; or
- (b) in error, fraudulent, negligent, in breach of their fiduciary duties or criminal.

**3.8** You agree not to make, and you release us from any liability to you under your right to make, any Claim against us for any Loss incurred or suffered by you which arise directly or indirectly due to us relying on instructions from or other communications from or acts or omissions by your Authorised Person (including your attorney).

## 4. Your Instructions And Orders

**4.1** You may from time to time give instructions,

notices, communications, information and place Orders to enter into Transactions by way of electronic facilities provided by PTX Markets or by any Facility Provider which are for a particular other Facility Provider. For example, PTX Markets may from time to time provide the online portal for you to access Financial Products or Financial Services provided by a Facility Provider. The service provided by PTX Markets is for the infrastructure and related operations of communications, not the Financial Product or Financial Service.

**4.2** Notwithstanding any rule of law or equity to the contrary, PTX Markets is not disqualified from contracting with any person and no contract, transaction or arrangement in which PTX Markets is in any way interested is avoided or rendered voidable by virtue of your agreement with us. PTX Markets is not liable to account to you for any profit realised by any such contract, transaction or arrangement in connection with these Terms. PTX Markets is not required to make any disclosure to you concerning any such contract, transaction or arrangement.

## 5. Online Services

**5.1** This clause contains provisions which, in addition to the other Terms, govern the use of any online or other electronic platform or any information or portal service which we provide or make available to you (including, without limitation, all software and communication links) under which you may:

- (a) place your Orders or transmit other instructions to PTX Markets or other persons;
- (b) enquire as to the availability or pricing or value of one or more Financial Products or Financial Services;
- (c) receive market data and other information in relation to one or more Financial Products or Financial Services; or

- (d) receive Confirmations, Account balances or other information in connection with your Master Prime Agreement, Facilities or particular Transactions.

In these Terms, we refer to the entire service as an Online Service.

**5.2** An Online Service may be a proprietary service provided by PTX Markets or a Facility Provider (or its agent nominated to you), or a service provided to you by a third party pursuant to an arrangement with PTX Markets (for example, by an affiliate of PTX Markets). To the extent that the Online Service is provided to you by PTX Markets, we grant you a non-exclusive and non-transferable license to use the Online Service subject to these Terms.

**5.3** PTX Markets may refuse to accept or place any Order in its absolute discretion without having to provide a reason.

**5.4** PTX Markets will not be responsible for confirming the receipt of instructions or verifying the authenticity of your instructions.

**5.5** PTX Markets has no obligation to resubmit Orders purged from any Online Service.

**5.6** You agree that:

- (a) you must not use the Online Service (or permit or procure any other person including any Authorised Person to use the Online Service) until the Security Information has been provided by us;
- (b) the Security Information is confidential;
- (c) you are responsible for maintaining the confidentiality and use of that Security Information at all times and must procure that any Authorised Person maintains the confidentiality of the Security Information;
- (d) you will not permit, consent or allow any person (other than any

Authorised Person in its capacity as your agent) to use the Security Information or to access or use the Online Service using that Security Information;

- (e) you will not provide, disclose or make available the Security Information to any person (other than an Authorised Person in its capacity as your agent); and
- (f) you must notify us immediately upon becoming aware of any unauthorised use of the Security Information or the Online Service.

**5.7** You acknowledge and agree that:

- (a) you are only permitted to access and use the Online Service, using the Security Information;
- (b) we are entitled to rely on all instructions given by, on behalf of, or apparently on your behalf, using the Security Information; despite any other provision of these Terms, we are not liable for any Loss caused by us acting on instructions or other communications using the Security Information;
- (c) there may be delays in the processing, execution, amendment or cancellation of an Order entered through the Online Service and:
  - (i) an Order may be filled before an instruction for its amendment or cancellation is processed;
  - (ii) you remain liable to settle the original Order, until any relevant amendment or cancellation is implemented; and
  - (iii) without limiting clause 17, PTX Markets will not be liable for any Loss incurred by you arising from any delay in the dissemination of market

- information or the processing of any Order or instruction to amend or cancel an Order;
- (d) the execution of an Order placed through the Online Service may be delayed by filters or other electronic features of the electronic system;
  - (e) we are not responsible for the processing, execution or cancellation of any Orders submitted through the Online Service, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry or for any delays;
  - (f) any Online Service is provided on an “as is” basis and, except as required by law, we make no representations or warranties express or implied with respect to the Online Service;
  - (g) the speed of information provided through the Online Service is subject to a number of factors including, but not limited to, the speed of the user’s internet connection, the user’s settings, the number of concurrent users accessing the Online Service and the volume of information being received and sent by the Online Service;
  - (h) there are significant risks in dealing through the Online Service because it is serviced by means of computer and telecommunications systems, even if generally accepted industry standards and practices are followed;
  - (i) the features, components or terms of use of an Online Service may be changed by us or the provider of the Online Service without requiring an amendment to these Terms;
  - (j) you are responsible for providing and maintaining the communications equipment and telephone or alternative services required for accessing and using the Online Service and for any communication service fees and charges incurred by you in accessing and using the Online Service;
  - (k) you are responsible for ensuring you have in place alternative arrangements for the execution of Orders or other services available through the Online Service, if the Online Service or any aspect of it ceases to be available or subject to failure;
  - (l) you must notify us immediately if you become aware of any inaccurate information being transmitted through the Online Service including, for example, inaccurate content as to Orders, Transactions or Account balances; and
  - (m) you must only use the Online Service for your own business purposes (and not as agent or trustee for any other person).
- 5.8** You agree to be bound by any terms and conditions of access and use which we or any third-party provider of an Online Service may specify and notify to you, from time to time, on reasonable prior notice to allow you to assess those terms and decide whether to continue with your Master Prime Agreement.
- 5.9** You are responsible for reading, understanding and complying with the details of the operational aspects of the Online Service. It is important that you read and understand any user manuals and operational procedures or rules relating to the relevant Online Service and which are made available either by PTX Markets or the provider of the Online Service.
- 5.10** Either you or your Authorised Person may place Orders with us using the Online Service. You authorise each person who is an Authorised Person from time to time to enter Orders using the Online Service in accordance with this document as your agent. You must provide us on request with a list of your Authorised Persons (containing their names and contact details) and any changes to the list.



- 5.11** You and each Authorised Person must satisfy any requirements (including without limitation requirements as to knowledge, training, testing, procedures and controls) notified by us to you from time to time and you are solely responsible for ensuring that an Authorised Person satisfies these requirements.
- 5.12** You are responsible for the consequences of any unauthorised disclosure or use of the Security Information, and for any actions or omissions by an Authorised Person.
- 5.13** We (or any third party providing the Online Service) may suspend, terminate or impose conditions on the use by you or any Authorised Person of the Online Service at any time without notice to you.
- 5.14** If you are uncertain as to whether your Order has been received, you must make all reasonable attempts to verify whether the Order has been received, approved and implemented prior to taking further action. You agree to issue specific cancellation or amendment instructions with respect to an existing Order and not to attempt to make changes by placing a second or duplicate Order. You will be solely responsible and liable for any duplicate instruction that you place.
- 5.15** You agree not to contest the validity or enforceability of any electronic communications or transactions between yourself (including your Authorised Person) and PTX Markets on the basis of the electronic nature of that communication or transaction.
- 5.16** If a failure, interruption or malfunction of electronic communication between the parties prevents an Order from being placed, cancelled or amended then, without limiting clause 17, neither party is liable to the other party for any Loss caused then by that failure, interruption or malfunction.
- 5.17** You acknowledge that all market data and

information in relation to dealing, volumes and pricing for a market provided through any Online Service may be proprietary information of another person and any display, dissemination or other use of that information may be subject to restrictions imposed by the other person. You are responsible for complying with any such restrictions.

## 6. Confirmations

- 6.1** If required by Applicable Laws, you will be given a confirmation (Confirmation) in respect of each Transaction which PTX Markets enters into with you. You consent to receiving Confirmations by electronic means through any Online Service. If our service provides Confirmations by accessing a substantially continuously available service, you consent to your Confirmations being available by those means instead of being sent to you.
- 6.2** You can agree with us, if permitted by Applicable Laws, not to give you a Confirmation or to provide Confirmations to an address or person nominated by you.
- 6.3** Each Confirmation given by us is subject to the Applicable Laws and the correction of errors and omissions. PTX Markets may, at any time, reissue a Confirmation in order to correct any errors or omissions.
- 6.4** You are responsible for promptly checking each Confirmation. You must immediately notify us if you become aware that there is an error in the Confirmation. We are entitled to assume that the Confirmation is correct unless you notify us of any error within 24 hours following us (or someone on our behalf) giving you the Confirmation or the Confirmation (or its equivalent) becoming available to you.

## 7. Client Undertakings And Acknowledgments

- 7.1** You, the Client, undertake and acknowledge to each Facility Provider for its benefit in relying

on the following:

- (a) you (or, if a corporate entity, your directors) have read and understood all documentation provided to you by us including these Terms and any product disclosure statement (Disclosure Statement) in relation to any Financial Products or Financial Services which you request PTX Markets to make available to you (including provision of those documents by way of being sent a link to a webpage or portal providing those disclosures);
- (b) all dealings in Financial Products or Financial Services and the performance by PTX Markets are subject to Applicable Laws;
- (c) PTX Markets relies on your representation that at all times you will be able to make payments and fulfil all commitments on your part arising under these Terms and under Facilities and under the conditions applicable to dealings between you and each relevant Facility Provider;
- (d) PTX Markets relies on your agreement by these Terms to notify us within 24 hours of receiving a Confirmation (including by way of the Online Service) if you object to any part of the Confirmation;
- (e) we will not provide legal, tax, financial or accounting advice to you as part of the services that we provide to you;
- (f) by these Terms we do not act in a fiduciary capacity in relation to you and PTX Markets does not owe any fiduciary obligations to you in respect of its services provided to you in connection with these Terms;
- (g) the respective duties, undertakings, obligations and rights of you and PTX Markets are not identical or mutual due to the differences in the relationship by which PTX Markets provides you with Financial Products or Financial Services and accordingly the Termination Events, rights of termination and indemnities, among other Terms, reasonably reflect the respective different roles, responsibilities and risks of you and PTX Markets;
- (h) you must provide to PTX Markets on request such information regarding your financial and business affairs and identity, as PTX Markets may reasonably require;
- (i) you, the Client, must take all reasonable steps to obtain and to communicate to PTX Markets all information, and will deliver or cause to be delivered to PTX Markets, all documents with respect to dealings in the Financial Products or Financial Services which are requested by any person having the right to request such documents and information and you authorise PTX Markets to pass on or to deliver all such information and documents to any such person;
- (j) PTX Markets is not required to accept your instructions;
- (k) dealings in the Transactions may create an obligation to make a payment to PTX Markets in accordance with the relevant Facility Terms;
- (l) PTX Markets acts as principal in respect of the Financial Products and Financial Services;
- (m) subject to applicable legal or regulatory requirements, you, the Client, agree and acknowledge that PTX Markets' directors, employees and associates (and their directors, employees) may and can deal on their own account in Transactions which may be the same as or differ from your Transactions;

- (n) PTX Markets may, in its sole discretion and without explanation, refuse to deal with the Client in relation to any Financial Product, Financial Service or Transaction and PTX Markets may limit the kind of Transactions or any combination of these things;
  - (o) if (in the sole discretion of PTX Markets) material errors have occurred in the pricing of Transactions made by PTX Markets and the Client, whether or not to the disadvantage of the Client or PTX Markets, PTX Markets may choose not to be bound by such Transactions and cancel them as though they never existed (without further liability to the Client);
  - (p) there are risks associated with using an internet-or broadband based online portals and dealing platforms and system which include, but are not limited to, the failure of hardware, software, and internet connection and since PTX Markets does not control data flows, internet, communications or power connections, routing via internet or other networks, configuration of your equipment or reliability of its connection, PTX Markets will not be responsible or liable for communication or network failures, distortions or delays when dealing (including processing payments) outside of its control;
  - (q) reports to the Client on the execution of Transactions by PTX Markets (by Confirmations or otherwise), and the content of such Confirmations or other information, unless otherwise objected to within 24 hours after communication or provision to the Client (even if not read by the Client), will be deemed to be conclusive proof of the accuracy of such contents and their execution in accordance with the relevant Facility terms except only in the case of manifest error; and
  - (r) a notice issued by an authorised officer or agent of PTX Markets stating the amount of money due and payable by the Client will be taken as conclusive evidence of notice except only in the case of manifest error.
- 7.2** All representations, warranties and acknowledgments given by you under these Terms are taken to have been made at the time you complete the Application Form and are taken to have been repeated by you daily during the term of the Master Prime Agreement.
- ## 8. PTX Markets Undertakings
- 8.1** PTX Markets will act honestly and exercise due care and diligence at all times in its performance of these Terms.
- 8.2** Apart from any duties, undertakings, warranties or representations which are imposed or implied by law and which cannot be excluded, PTX Markets makes no undertaking, warranty or representation in relation to any service or information provided or made available to you in connection with these Terms. To the full extent permitted by law, PTX Markets excludes liability for all costs, expenses, damages and Losses (including consequential loss) arising in connection with such services or information, or these Terms (including, without limitation, liability for negligence).
- ## 9. Fees, Charges And Costs
- 9.1** In addition to any fees, charges and costs provided for in Facility Terms, you owe us, and must pay to us or as we direct (in accordance with these Terms):
- (a) all Application Fees associated with your applications;
  - (b) any royalty or other fee which must be paid for the use of prices or information

- provided to you via access through
- (c) the Online Service or otherwise by any Exchange;
  - (d) (if applicable) a monthly access charge for the use of the Online Service provided by PTX Markets, as specified by PTX Markets from time to time;
  - (e) any fees, Taxes, stamp duty or other charges as may from time to time be levied on or in connection with any Transactions entered into with you; and
  - (f) in respect of any unpaid amounts required to be paid under these Terms including, (without limitation) any amounts due as a result of your failure to pay interest on all such amounts denominated in Australian dollars at the Base Rate then generally applicable for debit amounts on Accounts plus a rate of interest per annum as reasonably determined by PTX Markets (but so that the total rate does not exceed generally prevailing rates for personal unsecured loans in comparable amounts), such interest to accrue daily from and including the due date to and including the date of its payment in full.

Guidance note: *this is the rate of interest you pay if you default on making any payment to PTX Markets.*

You agree that any delay in, or partial exercise of any of the above rights is not a waiver or abandonment of those powers.

**9.2** Any amount or rate or formula which is to be specified by PTX Markets may be specified by a Disclosure Statement, a Supplementary Disclosure Statement or in any other permitted way of notifying you, such as on PTX Markets' website or the Online Service.

**9.3** PTX Markets may charge you for, and you

must pay promptly on request, the following (plus any Applicable Tax), which must be reasonably based on the direct and indirect costs to PTX Markets for those items and relate to you:

- (a) your payments which are declined, charged back or challenged by the paying institution;
- (b) paper copies of documents which we have not otherwise confirmed that we will provide for free;
- (c) telephone transcript copies.

You agree that any delay in, or partial exercise of any of the above rights is not a waiver or abandonment of those powers.

**9.4** Unless otherwise agreed, the terms of any amounts payable by you under these Terms are stated exclusive of Applicable Tax. If Applicable Tax is payable on a taxable supply made by PTX Markets under, by reference to, or in connection with these Terms, you must also pay the amount of Applicable Tax payable in respect of that taxable supply. PTX Markets will when required by law and as far as practicable state the amounts as Applicable Tax-inclusive. PTX Markets will manage any credit granted to it for any Applicable Tax refund, input credit or similar tax credit in accordance with its policy from time to time.

Owing to the complexity, delays and changes in laws and administration of such tax refunds and credits from time to time, PTX Markets is not obliged to provide credits or other benefits to each client if those benefits cannot reasonably be allocated to respective clients. PTX Markets endeavours to apply a policy for such adjustments by which it has no net benefit over time, having regard to the timing, nature and amounts of refunds and credits, the basis on which they are provided to PTX Markets and the direct and indirect costs to PTX Markets in providing the Online Service and relevant transactions through it.

**9.5** The amounts of or basis of calculating the fees, commissions, charges and credits referred to in this clause 9 will be as notified from time to time in writing by PTX Markets, either by way of a Disclosure Statement, posting on the Online Service (including by way of Transaction prices), notification to your contact address, posting to PTX Markets' website or as otherwise agreed with you or permitted by these Terms.

**9.6** You must reimburse PTX Markets for all fees (both direct and indirect) and all costs and expenses incurred by PTX Markets in implementing these Terms and in enforcing its rights under these Terms (including its legal costs of external or internal legal advisers on a full indemnity basis).

**9.7** PTX Markets will notify you of any future change in its fees and charges or other amounts payable by these Terms in accordance with Applicable Laws except indicative rates may change at any time. PTX Markets will give reasonable notice before any change takes effect.

## 10. Payments

**10.1** Each Facility Provider must deal with any money and property which you pay or give to, or which is otherwise received by that Facility Provider or by PTX Markets in connection with Financial Products or Financial Services provided to you, in accordance with the Applicable Laws. If there is ever any inconsistency between these Terms and applicable laws, PTX Markets will always comply with Applicable Laws and not these Terms and will not be liable to Client for that.

**10.2** Your payments to us **are not deposits with any Facility Provider and will not be held in any trust account or otherwise retained beneficially for you unless required by Applicable Law.**

**10.3** If PTX Markets pays your funds to another person at your request, PTX Markets is not

liable to you for the performance by the other person who receives the benefit of the payment of your funds. Without limitation, PTX Markets is not obliged to enquire into (and will not enquire into):

- (a) the use of those funds by the third party;
- (b) any persons to whom the third party pays all or any of these funds;
- (c) the solvency of any of those persons;
- (d) the compliance by any of those persons with the Business Law, Applicable Laws and Rules;
- (e) whether any of those persons hold any part of these funds on any nominee, segregated account, trust or any other basis for your protection or security.

The moneys to which you are entitled under these Terms and which are under the control of PTX Markets will be paid directly to you and not to any third party, unless you have otherwise instructed us to do so and we agree.

You must provide relevant account details for payment instructions in respect of payments to be made by PTX Markets to you. Although PTX Markets will take reasonable steps to comply with your payment instructions, PTX Markets accepts no responsibility for any failure to comply with those instructions and, if such failure occurs, the relevant moneys will continue to be held by PTX Markets in accordance with the Business Law and Applicable Laws.

**10.4** If PTX Markets determines that your Master Prime Agreement has been inactive for a period determined by PTX Markets, you authorise PTX Markets to terminate your Master Prime Agreement and Online Service access to you.

**10.5** All currency exchange risks regarding any payment instruction or any Order or Transaction entered into by you with PTX

Markets is your responsibility. Any conversion from one currency to another required to be made for performing or executing any payment instruction, Order or Transaction may be made by PTX Markets in the manner and at the time and at the exchange rates that PTX Markets, in its absolute discretion, decides.

## 11. Information And Advice

**11.1** PTX Markets may provide (but is under no obligation to provide) you with information or data concerning interest rates, foreign currency, other Financial Products or markets generally. If such information or data is provided, it is provided on the basis that PTX Markets believes the sources to be reliable but has not verified that information. You acknowledge that PTX Markets is not responsible for the accuracy, completeness or currency of any information or data provided (including the sequence of trades) and that if you rely on that information or data you do so at your own risk. Unless otherwise agreed with PTX Markets, you acknowledge that no information or data provided by PTX Markets to you takes into account your objectives, your financial needs or situation or your special circumstances.

**11.2** When PTX Markets provides services to you (including agreeing to provide Financial Products or Financial Services, open an Account, issuing to you, or dealing with you, as principal) PTX Markets is not by these Terms or those acts providing, required to provide, or liable for, advice or recommendations in relation to the Financial Products, Financial Services, Orders or Transactions, except to the extent required by Applicable Laws.

**11.3** You represent and warrant to PTX Markets on a continuing basis that under these Terms, to the extent permitted by law:

(a) you are not relying on any communication (written or oral) from

PTX Markets as Financial Product, Financial Services or other investment advice or as a recommendation to enter into, or vary or end, any Transaction;

- (b) you will not consider or treat the information and explanations relating to the terms of a Transaction to be Financial Product, Financial Services or other advice on, or a recommendation to, enter into, any Transaction; and
- (c) you will not take any communication (written or oral) received from PTX Markets as an assurance or guarantee as to the expected results of any Transaction.

**11.4** You acknowledge that you are responsible for all Orders you place, or choose not to place, with PTX Markets and it is your responsibility to obtain personal Financial Product or Financial Services advice (including legal, tax and financial advice) before making any decision in respect of Financial Products.

**11.5** To the extent that PTX Markets would be obliged (but for this clause) to give you a statement recording any advice to you, then to the extent permitted by Applicable Laws:

- (a) you consent to receiving any such written statement of advice after having been given the advice;
- (b) you consent to receiving any such written statement of advice after making the Transaction but within the period permitted by law; and
- (c) PTX Markets does not need to give you a statement of advice.

## 12. Privacy and Information

**12.1** You authorise each of us and each related body corporate to collect your personal information from you when we provide services to you under these Terms. You authorise each of us and each related body corporate to use any information collected

from you or from others, or such other relevant documents:

- (a) to assess your request for us to provide our services to you;
- (b) to provide our services to you in accordance with these Terms;
- (c) for the purposes of complying with its obligations regarding your beneficial interests;
- (d) to allow PTX Markets to communicate with third parties in connection with the matters contemplated by these Terms, such as in connection with the Account; and
- (e) to ensure that legal and regulatory requirements under Applicable Laws are met.

**12.2** You must notify us in writing when any of the information provided by you changes.

**12.3** You agree to the Privacy Policy applying to you and to us. Without limiting or amending the Privacy Policy, you authorise us to disclose personal information to:

- (a) our related bodies corporate, whether in Business Location or elsewhere;
- (b) any clearing or settlement participant responsible for the clearing or settlement of your Transactions (if your Transactions are ever cleared by a third party, such as the provider of a Payment System);
- (c) our service providers (including marketing companies, data consultants and IT contractors);
- (d) our agents, contractors, and external advisers;
- (e) government and other regulatory bodies and authorities whether in Business Location or elsewhere;
- (f) payment system operators;

- (g) other financial institutions and credit providers who provide services to you;
- (h) on a confidential basis, a prospective purchaser of, joint venture partner of, or investor in, PTX Markets or a related
- (i) body corporate or all or part of the business of PTX Markets or a related body corporate; and
- (j) any other relevant person to the extent required by Applicable Laws.

**12.4** You authorise PTX Markets to use and disclose the Tax file number which you provide to PTX Markets for all Accounts conducted by you with PTX Markets for the purposes of Transactions in accordance with any legal requirements.

**12.5** You have a right to access any personal information that we hold about you. Sometimes there may be a reason why access will not be possible. If that is the case, you will be told why. To find out what kinds of personal information we may hold about you, or to request access to any personal information, please contact us.

**12.6** You agree that your personal information can be used or disclosed by us as contemplated in these Terms. You agree to take all reasonable steps to deliver information or documentation to PTX Markets, or cause information or documentation to be delivered to PTX Markets concerning Transactions which are requested by a person having a right to request such information or documentation (including, without limitation, Business Regulator). You understand that if you do not provide any information requested by us or do not agree to us using your information as set out in this clause 12, we may not be able to provide our services to you.

**12.7** You agree that we may make such enquiries as we think fit of any person, including your employer, bank or a credit agency, relating to

your creditworthiness and disclose the result of those enquires and as a result of your disclosures to us (including your tax file number) to any credit rating agency or to any clearing or settlement participant responsible for the clearing or settlement of your Transactions for the purposes of our or that participant's risk assessment.

- 12.8** You must, promptly following the request of PTX Markets, take all reasonable steps to deliver to PTX Markets all information and documentation relevant to dealing in Financial Products.

## 13. Disputes

- 13.1** Dispute) must initially be referred to us in accordance with our policies and procedures from time to time for dispute resolution.

## 14. Recordings

- 14.1** You authorise PTX Markets to record any or all incoming and outgoing voice communications (including phone calls) with you without making a disclosure to you of this nature each and every time you speak with a representative of PTX Markets. These calls may be recorded with or without an audible tone. You agree that PTX Markets may use such recordings for the purposes of monitoring and training its staff, monitoring compliance with you and PTX Markets' respective regulatory and contractual obligations and resolving disputes. If there is a dispute between PTX Markets and you, you have the right to listen to any recording of those conversations (if still available). Nothing in these Terms obliges PTX Markets to keep a recording or to notify you that we have eliminated a recording.
- 14.2** Recordings may be used to assess the performance of or to train PTX Markets' representatives, monitoring compliance with PTX Markets' respective regulatory and contractual obligations and resolving disputes.

- 14.3** PTX Markets is not obliged unless Applicable Laws require for it to keep any transcripts or copies of any telephone recording or conversation nor to tell you when it disposes of the record.

- 14.4** Subject to clause 14.3, PTX Markets may upon request, provide copies of any telephone recording or transcript relating to your dealings to you in if there is a dispute or anticipated dispute with respect to such dealings. You agree to pay any reasonable cost associated with providing any such transcript or copy.

## 15. Your Capacity, Representations And Warranties

- 15.1** We provide services under these Terms on the fundamental basis that you undertake as primary obligor all obligations arising on the execution of Transactions which we enter into with you regardless of your legal capacity, in any case except only to the extent permitted in clause 15.2.
- 15.2** You represent and warrant to us, and we rely on the fundamental condition, that you are only one of the following:
- (a) acting as principal;
  - (b) acting as an intermediary on another's behalf fully disclosed to us and you are specifically authorised to enter into Transactions on behalf of the other person and (if required) currently have all appropriate licence authorisations to do so; or
  - (c) if you are a trustee of a trust, you are acting in accordance with the terms of a trust deed whose terms (including any amendment to it) have been fully disclosed to us.
- 15.3** If you are a corporation, you represent and warrant that:
- (a) you hold a valid and current registration



number issued in the jurisdiction of your place of registration;

- (b) you have full corporate power to enter into, and perform your obligations under, these Terms; and
- (c) you have taken all necessary corporate action to authorise the performance of your obligations under these Terms, and these Terms constitute the legal, valid and binding obligations, enforceable against you.

**15.4** If you are acting as a trustee of a trust, a responsible manager of a managed investment scheme, a trustee of a superannuation fund or an agent under an investment management agreement, the additional representations, warranties and undertakings set out in Schedule 1 apply.

**15.5** You represent and warrant that:

- (a) you have read and understood all documentation provided by PTX Markets to you in relation to the services provided by PTX Markets including, without limitation, any product disclosure statement;
- (b) you are a person with whom PTX Markets is lawfully entitled to deal pursuant to any Applicable Laws and that all dealings by you with PTX Markets or requested to be done by PTX Markets are and will be lawful under all Applicable Laws;
- (c) all information supplied on the Application Form or otherwise provided to PTX Markets is true, complete and accurate in all respects and you will notify PTX Markets immediately of any change in any information supplied (including but not limited to any change in your name, address, telephone number or email address);
- (d) you will rely upon your own knowledge and judgment and will seek such advice

(financial or otherwise) as may be prudent before placing an Order with PTX Markets and you assume full responsibility for any Order placed with PTX Markets; and

- (e) at all times you will be able to make payments and fulfil all commitments on your part arising under these Terms and under the conditions applicable to dealings between yourself and PTX Markets.

**15.6** Apart from any warranties and representations which are implied by law and cannot be excluded, PTX Markets makes no warranties in relation to any service or information provided or made available to you in connection with these Terms. To the full extent permitted by law, PTX Markets excludes liability for all costs, expenses, damages and Losses (including consequential loss) arising in connection with such services or information, or these Terms (including, without limitation, liability for negligence).

**15.7** All representations, warranties and acknowledgments given under this clause 15, Schedule 1 or elsewhere in these Terms are taken to have been made at the time you complete the Application Form and are taken to have been repeated by you daily during the term of the Master Prime Agreement.

## **16. Anti-Money Laundering And Counter-Terrorism Financing**

**16.1** You acknowledge that:

- (a) PTX Markets is subject to various anti-money laundering and counter-terrorism financing laws (AML/CTF Laws) which may prohibit us from offering services or entering into or conducting Transactions; and
- (b) the AML/CTF Laws include prohibitions against any person dealing with the

proceeds of or assets used in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act.

**16.2** You agree that:

- (a) PTX Markets is not required to take any action or perform any obligation under or in connection with these Terms if we are not satisfied as to your identity or if we suspect on reasonable grounds that by doing so we may breach the AML/CTF Laws;
- (b) PTX Markets may delay, block or refuse to make any payment or to provide any service if we believe on reasonable grounds that to do so may breach any law in Business Location or any other country, and we will incur no liability to you if we do so; and
- (c) PTX Markets will not incur any liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us as contemplated in paragraph (a) or (b) above.

**16.3** You agree to provide all information and documents to PTX Markets which we reasonably require to comply with any law in Business Location or any other country, including any AML/CTF Laws. You agree that PTX Markets may disclose information which you provide to us, or about Transactions you have with us or which you seek to conduct with us, if we are required to do so by any law or Rule in Business Location or in any other country.

**16.4** You represent and warrant to PTX Markets that the payment of moneys by us in accordance with this document, or any instructions given by you, will not breach any law in Business Location or any other country.

## 17. Limitation Of Liabilities, Indemnities And Payments

**17.1** Subject to the Business Law, any other legislation and any other rights, duties or other obligations imposed or implied by law which cannot be excluded by agreement between the parties, to the extent each of the following is not prohibited by those laws:

- (a) we make no warranties either expressly or impliedly as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to any services we provide under these Terms including, without limitation, the Online Service;
- (b) PTX Markets excludes all liability in contract, tort or otherwise relating to or resulting from use of any services we provide under these Terms and for any Loss incurred by you directly or indirectly, including without limitation as a result of or arising out of:
  - (i) any inaccuracy, error or delay in or omission from any information provided to you under these Terms including the Online Service;
  - (ii) any delays or failures or inaccuracies, or loss of access to, the provision of a service to you including, without limitation, any delay, failure or inaccuracy in, or the loss of access to, the Online Service or in respect of the transmission of Orders or any other information;
  - (iii) any misinterpretation of your Orders or instructions which are unclear, ambiguous, or not specific;

- (iv) any government restriction, Exchange or market rulings, suspension of dealing, computer or telephone failure, unlawful access to our Online Service, theft, sabotage, war, earthquakes, strike, force majeure and, without limitation, any other conditions beyond our control;
  - (c) PTX Markets is not liable in contract, tort (including negligence) or otherwise for any loss of prospective profits or expenses or special, indirect or consequential damages resulting from the supply of a service including, without limitation the Online Service;
  - (d) PTX Markets makes no representations or warranties either express or implied that:
    - (i) any Payment System (or any part of it) or any service or any services performed in respect of it will meet your requirements or the requirements of any user; or
    - (ii) the operation of, or services performed in respect of, any Payment System will be uninterrupted or error-free;
  - (e) PTX Markets is not liable for any breach of a provision of any relevant legislation, negligence, injury, death, lost profits, loss of files data or use, economic loss, loss or reputation or losses or damages incidental or consequential to the operation of any Payment System, except to the extent that it is caused by the negligence or dishonesty of PTX Markets or their employees, agents or representatives; and
  - (f) PTX Markets' liability to you is (unless the limitation in this paragraph (f) is prohibited or void due to Applicable Law) in any event limited to:
    - (i) in the case of goods, the replacement or repair of the goods; or
    - (ii) in the case of services, the re-supply of the services.
- 17.2** To the fullest extent permitted by law, you release, discharge and indemnify and agree to keep PTX Markets and its respective officers, employees, agents and representatives indemnified from and against all Claims arising out of:
- (a) any Termination Event by you, whether by your act or omission under these Terms or any Order or Transaction;
  - (b) any breach by you of any Applicable Laws;
  - (c) any representation or warranty made or given by you under these Terms proving to be untrue or incorrect;
  - (d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any of your clients, employees, agents or Authorised Persons, consultants or servants;
  - (e) any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to PTX Markets, or any error or inadequacy in the data or information input into such systems or networks by you;
  - (f) any delays in processing any Order including, for example (but not limited to), as a result of systems or market delays, or due to verification or filtering procedures or unauthorised processes, email delays or due to telephone call waiting time or adherence to internal policies and procedures;

- (g) anything lawfully done by PTX Markets in accordance with, pursuant or incidental to these Terms;
- (h) acting on any instruction, request or direction given by you, including a standing instruction or any Order;
- (i) by reason of PTX Markets complying with any direction, request or requirement of Applicable Laws, any provider of market information or Payment System, any government body or any regulatory body having jurisdiction over;
- (j) arising from and in connection with or in any way related to PTX Markets in good faith accepting and acting on instructions received by any electronic transmission (including email) or by other means of any kind which are signed by or purported to be signed or otherwise made by you or any Authorised Person,

except only to the extent attributable to the breach of these Terms by PTX Markets, by a breach by PTX Markets of its duties or to the gross negligence or fraud by PTX Markets or which would be liability which by law may not be imposed on you.

**17.3** If Applicable Tax is payable on a taxable supply made by PTX Markets under, by reference to, or in connection with these Terms, you must also pay the amount of Applicable Tax payable in respect of that taxable supply. This clause does not apply to the extent that consideration for a supply is expressly stated to you to be Applicable Tax inclusive.

**17.4** You acknowledge that you are responsible for your own legal costs associated with entering into these Terms and for all Taxes and expenses incurred by you in connection with these Terms, including any Transaction made under it.

**17.5** All payments by you under these Terms are:

- (a) to be made without any condition made by you and without you making any deduction or withholding for any Tax or any other reason unless the deduction or withholding is required by applicable law or the set-off arises by express application of the Terms; and
- (b) payable in any currency that PTX Markets may reasonably require or determine.

**17.6** If:

- (a) you are required to make a deduction or withholding in respect of Tax from any payment to be made; or
- (b) PTX Markets is required to pay any Tax (other than income tax) in respect of any payment made in relation to these Terms at your request,

then you:

- (c) indemnify PTX Markets against the Tax; and
- (d) agree to pay to PTX Markets an additional amount to ensure PTX Markets receives a net amount (after payment of any Tax in respect of each additional amount) that is equal to the full amount PTX Markets would have received had a deduction or withholding or payment of Tax not been made.

## 18. Termination Event

**18.1** Each of the following constitutes a Termination Event:

- (a) you breach these Terms, whether by act or omission;
- (b) you breach any Facility Terms, whether by act or omission;
- (c) any Credit Support Provider breaches any Facility Terms, whether by act or omission;

- (d) you fail to pay, or to provide security for, amounts payable by you to PTX Markets;  
a guarantee lodged by you, or lodged by a third party at your request (such as by a director of a Client) is withdrawn without the consent of PTX Markets or becomes ineffective and other replacement security acceptable to the beneficiary of the guarantee is not provided;
- (e) any security provided by you (to anyone) which is binding on your assets becomes enforceable and the holder of that security takes any step to enforce the security;
- (f) any representation or warranty which you give under or pursuant to these Terms is or becomes incorrect or misleading in any material way;
- (g) PTX Markets determines that you are unable, or you might not be able to meet your obligations to PTX Markets in respect of one or more Transactions, including, without limitation, strict compliance with any time limits for performance by you;
- (h) you become insolvent or bankrupt;
- (i) you enter into a composition or scheme of arrangement for the benefit of creditors;
- (j) if you are a body corporate:
- (i) you go into liquidation, voluntarily or otherwise (except for the purpose of reconstruction), or you or another person appoint a liquidator, receiver, administrator or official manager in respect of your assets;
- (ii) a director has not given (a reasonable time after requested by PTX Markets) a valid deed of guarantee and indemnity in respect of your obligations under these Terms in favour of PTX Markets and in a form acceptable to PTX Markets; or
- (iii) you have not notified PTX Markets of a change of any director within seven (7) days of the change taking effect;
- (k) if you are acting on behalf of another person pursuant to authority provided by another person, the authority is varied in a way which (in PTX Markets' opinion) negatively impacts on your authority or legal or financial capacity to perform your obligations under these Terms;
- (l) if you are a trustee, the relevant trust of which you are trustee is terminated, vests or a distribution of capital of the trust or fund is made, or your rights of indemnification from trust assets or reimbursement is terminated, restricted or challenged, which would result in there being, in PTX Markets' opinion, insufficient assets of the trust or fund to meet your liabilities under these Terms or any Transaction;
- (m) if you are a natural person, you die or become of unsound mind or if you or your estate is liable to be dealt with in any way under any law relating to mental health;
- (n) you impose a moratorium on payments to creditors or cease, or threaten to cease, carrying on business; and
- (o) in the absence of making alternative arrangements, you are not immediately contactable by PTX Markets in order for PTX Markets to obtain instructions in relation to any of your Transactions;
- 18.2** If a Termination Event occurs, PTX Markets may, in addition to any other rights which PTX Markets has or may have against you (including rights arising in other parts of the

Terms), without giving prior notice to you, act, or refrain from acting, which it considers reasonable in the circumstances in connection with Transactions entered into pursuant to these Terms and, without limitation, PTX Markets may do any one or more of the following:

- (a) cancel any outstanding Orders;
- (b) settle any Transaction which has not at the time of Termination Event settled;
- (c) cancel a Transaction (whether or not it has settled);
- (d) immediately, or later, terminate these Terms, one or more Schedules, one or more Accounts, one or more Transactions or any combination of these;
- (e) realise or enforce any security or guarantee provided in respect of your obligations to PTX Markets;
- (f) convert any or all amounts owing by you to PTX Markets or by PTX Markets to you in a foreign currency into Australian currency;
- (g) calculate any or all amounts owing by you to PTX Markets and declare such amount immediately due and payable; or
- (h) exercise any other rights conferred by Applicable Laws or these Terms or perform any other obligations arising under Applicable Laws or these Terms in respect of your Transactions.

In respect of any action which PTX Markets takes, or refrains from taking under this clause 18.2, you must account to PTX Markets as if PTX Markets took, or refrained from taking, the action on your instructions and, without limitation, you are liable for any deficiency and are entitled to any surplus which may result.

### 18.3 Nothing in these Terms limits your rights to

claim a corresponding termination event by any Facility Provider or for you to take any proper action which you determine is appropriate to claim or to recover for any Loss arising from your claim. For example, we acknowledge that you may terminate these Terms if PTX Markets materially breaches these Terms. You agree that it is reasonable for you not to have specific rights following Termination Event and specific events of Termination Event by PTX Markets in order to avoid all Transactions of all of PTX Markets' clients prematurely terminating, which could cause irrevocable loss to some or all clients and those losses could be irrevocably increased by such an automatic termination.

## 19. Notices

**19.1** Notices given by us may be sent to any address (including email address) specified in your application for an Account or later notified by you, or by posting the notice on our website or through any Online Service we provide to you. Unless otherwise specified in these Terms any notice given by us is taken to have been received or becomes effective on the Business Day following the transmission or posting of the notice, demand or Confirmation.

**19.2** Notices given by you must be in writing and sent by post, or email to our postal address or email address specified by us in the Disclosure Statement or on our website or as otherwise notified by us. A notice given by you is taken to have been given at the time it is actually received by us during business hours or, if after business hours, on the next Business Day during business hours.

**19.3** If an Account is opened in the joint names of more than one person, each person agrees that we may discharge any obligation we have to give a notice or a document to those persons under these Terms or Applicable Laws by giving notice to any one of those

persons.

**19.4** PTX Markets may give notice to you of any change in its Application Fees, Transaction Fees or any rates, fees charges or other amounts payable by these Terms (for any new Transaction) in any manner permitted by these Terms, including by posting to PTX Markets' website or to the Online Service.

PTX Markets must give at least the minimum period of notice required by the Business Law. If no minimum period is required or is not stated elsewhere in these Terms, notice of a change in Transaction Fees or any rates, fees charges or other amounts payable by these Terms (for any new Transaction) may be effective immediately PTX Markets first generally publishes the information of any variation on its website or through the Online Service.

## 20. Appointment As Attorney

**20.1** In consideration of PTX Markets entering into the agreement on these Terms, you irrevocably appoint PTX Markets and each director, secretary and principal executive officer and each employee (which employee's title of office includes the word "Manager" or "Head") of PTX Markets and any other authorised representative of PTX Markets (including an authorised representative of a related body corporate of PTX Markets) severally as your attorney at any time and from time to time following a Termination Event, to execute and deliver all documents and to do all things which your attorney may consider necessary or desirable to give effect to the provisions of these Terms, and in particular, without limitation, in connection with, or incidental to, the exercise of any of the rights and powers of PTX Markets under these Terms. Those powers may be exercised in the interests of PTX Markets notwithstanding any conflict with the interests of PTX Markets. This appointment survives termination of these Terms.

## 21. Termination

**21.1** Without limiting clause 18.2, you and PTX Markets may each terminate the Master Prime Agreement at any time by giving the other reasonable notice of that.

**21.2** The notice of termination and the termination of the Master Prime Agreement does not affect outstanding obligations which arose under these Terms and which remain undischarged at the time of termination, limitations of liability or recourse, indemnities provided for in these Terms or any other clause of these Terms which states or implies that they survive termination.

**21.3** Each indemnity provided within these Terms survives the termination of these Terms.

**21.4** Upon termination of the Master Prime Agreement, and without limiting clause 18.2, this clause survives and PTX Markets may do one or more of the following:

- (a) cancel any outstanding Orders;
- (b) exercise any other rights PTX Markets has under the Master Prime Agreement;
- (c) do, or refrain from doing, anything else which PTX Markets considers reasonable in the context of these Terms (or any part of them) having been terminated; and
- (d) calculate the net amount owing as between the Client and PTX Markets as a result of termination of the Transactions and other accrued amounts owing by a party under these Terms (such net amount may later be adjusted according to anything relevant to the net amounts owing as between the parties including but not limited to Transactions were later terminated, interest accrued and capitalised for this purpose, indemnified amounts and fees, charges and costs incurred after the previous calculation of the net

amount owing as between the parties).

## 22. General

**22.1** PTX Markets may from time to time delegate any or all of its obligations, powers and discretions to anyone or more or all of its employees or any other authorised representative of PTX Markets (or a related body corporate of PTX Markets). PTX Markets remains responsible for the acts or omissions of its employees and any authorised representative of PTX Markets (including an authorised representative of a related body corporate of PTX Markets). A delegation by PTX Markets under this clause need not be in writing.

**22.2** These Terms and any relevant Application Form completed by you contain the entire understanding between you and PTX Markets concerning the Master Prime Agreement, as later amended only in accordance with the Master Prime Agreement.

**22.3** The location of services provided by PTX Markets is only in the Business Location. PTX Markets does not provide its services or conduct business in any other location (even if Client is outside of the Business Location).

**22.4** These Terms are governed by and construed in accordance with the laws in force in the Governing Jurisdiction. The parties submit to the exclusive jurisdiction of the courts of the Governing Jurisdiction.

**22.5** We may vary these Terms by giving you notice of any variation by any combination of: document in writing, by updating our website to show the revised version of these Terms, by posting a message in the Online Service, by email or by other social media channel that you have agreed to use to receive communications from PTX Markets. The notice of variation is effective even if you are unaware of the notice or, having received it, do not read it. The minimum period of notice

will be the lesser of:

- (a) any minimum period of notice required by any Applicable Law;
- (b) if no such minimum period is required by any Applicable Law, then not less than seven (7) Business Days' notice (unless paragraph (c) applies); and
- (c) subject to paragraph (a), if we believe a variation is necessary to maintain or restore the security of any Accounts or of our systems or to comply with any legal or regulatory requirement, we may make the variation without prior notice and will notify you of the change as soon as practicable after the change.

**22.6** Each part of these Terms is severable from the balance of these Terms and if any part of these Terms is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of these Terms.

**22.7** No failure by us to exercise, and no delay by us in exercising, any right, power or remedy in connection with these Terms will operate as a waiver of that right, power or remedy. No single or partial exercise of any right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy.

**22.8** These Terms are not to be interpreted against our interests merely because we proposed these Terms or some provision in it or because we rely on a provision of these Terms to protect our interests.

**22.9** You may not assign or otherwise transfer any of your rights under these Terms to another person without our prior written consent. PTX Markets may assign, novate or otherwise transfer any of its rights under these Terms to another person without your prior written consent including, without limitation, in connection with a sale or transfer of all or part of our business to another person.



## 23. Interpretation

**23.1** Unless the context otherwise requires, any expressions or phrases not otherwise defined within these Terms have the meaning given to them in Applicable Laws relevant to the Financial Product or Financial Service.

**23.2** In these Terms, unless otherwise indicated, the following words and expressions have the meaning set out below:

**Account** means an account held in your name or for your benefit with PTX Markets including all Transactions recorded in them, for the purposes of these Terms.

**Account Value** means the current value of your Master Prime Agreement which is calculated by PTX Markets by combining:

- (a) the Realised Losses, the Unrealised Losses, the Realised Profits and the Unrealised Profits;
- (b) if applicable at the time, indicative costs to Close Out a Transaction early (e.g., Transaction Fees); and
- (c) if PTX Markets chooses, provision (by a debit entry) for the amounts of any fees, charges or costs which PTX Markets determines is reasonably likely to be incurred by you and which ought to be taken into account for fairly and reasonably calculating Account Value.

**Applicable Laws** means, in relation to a matter, all laws, legislation, regulation and subsidiary regulation, instruments and directions of a regulatory authority or a court, rules and procedures of a Payment System which apply to the relevant matter including for example, and without limitation, the Business Law and regulations made pursuant to the Business Law, Business Regulator Legislative Instruments and other instruments.

**Applicable Tax** means tax that is imposed as a goods and services tax, value added

tax, sales tax or analogous tax under any Applicable Law.

**Application Fee** means the fee, charges or costs from time to time specified by PTX Markets to be the amount payable by you to PTX Markets. This may be by referring to a Disclosure Statement and by amendments to that and by conditions notified to you.

**Application Form** means the application form by which a person applies to become a Client of PTX Markets and to open an Account. It can be in electronic form.

**AUD, Australian Dollars and \$A** means the lawful currency of the Commonwealth of Australia.

**Authorised Person** means the person (if any) described as your authorised agent in the Application Form or another person notified by you to us under clause 3.

**Base Rate** means the amount nominated by PTX Markets for this term from time to time, as notified to you (including through the Online Service) or posted on its website.

**Business Day** means a weekday which is not a gazetted public holiday in Sydney.

**Business Law** means the statutory laws and regulations made under them, all as amended from time to time applicable to us under the Governing Jurisdiction.

**Business Location** means the Republic of Vanuatu.

**Business Regulator** means the Vanuatu Financial Services Commission.

**Business Regulator Legislative Instrument** means an instrument issued by Business Regulator from time to time which is designated a "Legislative Instrument".

**Calculation Time** means the time that PTX Markets performs the calculation, generally being 4:00 p.m. Sydney.

**Claim** means any or all, actual or potential claim, action, complaint, suit, cause of action,

arbitration, debt due, costs, claim, entitlement, allegation, demand in respect of damages and any other benefit verdict and judgment whether both at law or in equity or arising under the provisions of any statute, award or determination whether known at the date of these Terms or not.

**Client** means the person who is (or persons who are) recorded as having applied for and accepted as being a party to the Master Prime Agreement and who is (or persons who are) recorded as having a Facility.

**Confirmation** means any confirmation of a Transaction issued by us to you and includes an electronically transmitted confirmation or a substantially continuously available account statement which contains the information which would be in a confirmation.

**Credit Facility** means a Facility agreed by you and a Facility Provider pursuant to which the Facility Provider provides you (Client) with Credit for the purposes of the Master Prime Agreement and other Facilities. It includes (unless expressly negated) terms for master netting of respective payment obligations across the Master Prime Agreement and other Facilities and may include or require one or more Credit Support Documents.

**Credit Support Document** means any agreement or instrument that is specified in it to be such a document for the Credit Facility. It will provide Security for the purposes of the Credit Facility.

**Credit Support Provider** means.

- (a) the person specified as such in a Credit Support Document; and
- (b) any other person agreed by you and us to be a Credit Support Provider.

**Deal** has the meaning given in the Business Law.

**Disclosure Statement** is defined in clause

1.13.

**Exchange** means an exchange or market in which PTX Markets participates directly or indirectly, from time to time.

**Facility** means any agreement or arrangement for a Facility Provider to provide a facility to you, which states that it is “Facility” for the purposes of this definition.

**Facility Provider** means the respective entity named in each Facility as the Facility Provider for that Facility.

**Facility Terms** means the terms of the agreement for a Facility.

**Financial Product** means a financial product covered by a Facility (whether an individual Transaction or a series of more than one Transaction which is netted under the Terms of the Facility). It includes a Non-cash Payment Financial Product.

**Financial Service** means a financial service (which is not a Financial Product) which is covered by a Facility (whether an individual Transaction or a series of more than one Transaction which is netted under the Terms of the Facility).

**Foreign Exchange** means exchange of amounts in different currencies.

**FX Contract** means a foreign exchange contract between the Client and PTX Markets to purchase and deliver payment for currency on the Value Date. It includes (but is not limited to) a Spot FX Contract and a Forward FX Contract.

**Forward FX Contract** means an FX Contract whose Value Date is later than two Business Days after the FX Contract is entered into (that is, the Contract Date).

**Governing Jurisdiction** means the Republic of Vanuatu.

**Loss** means a damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or

future, fixed or unascertained, actual or contingent.

**Non-cash Payment Financial Product** means a Financial Product which provides for arranging payment other than by dealing in cash.

**Online Service** is defined in clause 5.1.

**Order** means any instruction placed by you with us to purchase or to sell or otherwise deal in Financial Products.

**Payment System** means a payment clearing and settlement system.

**Price** means, in relation to an FX Contract, the price or rate quoted by PTX Markets as finally determined when an Order is implemented.

**Privacy Policy** means the policy of that name from time to time which we publish as our privacy policy.

**Rules**, in relation to a Payment System, means the operating rules, procedures, customs and usages of the of the Payment System.

**Security Information** means any of your email address, logon code, password or access password.

**Spot FX Contract** is an FX Contract whose Value Date is on or before two (2) Business Days after the Contract Date.

**PTX Markets** means Prime Trading Services Pty Ltd (Company No. 40429).

**Tax** means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any Government agency, other than any imposed on overall net income.

**Termination Event** has the meaning in clause 18.1 and, if applicable, as supplemented by a term in a Schedule.

**Terms** is defined in clause 1.1.

**Transaction** means any:

- (a) FX Contract;
- (b) FX Option; and
- (c) any other Financial Product or Financial Service specifically agreed by PTX Markets (such as a payment service by PTX Markets). A payment service by an authorised representative of PTX Markets will be provided as principal by that authorised representative unless specifically stated otherwise.

**Transaction Fee** means the fee or commission from time to time specified by PTX Markets to be the amount payable by you to PTX Markets in respect of each Transaction.

**We, us or our** means Prime Trading Services Pty Ltd (Co. 40429) trading as PTX Markets and our respective successors and assignees.

**You** means Client, being the person or persons in whose name we open an Account, following our acceptance of an application by that person or those persons.

**23.3** The following rules also apply in interpreting this document, except if the context makes it clear that a rule is not intended to apply.

- (d) Headings used in these Terms are used for convenience only, and do not affect interpretation.
- (e) A reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (f) A singular word includes the plural and vice versa.
- (g) A word which suggests one gender includes the other gender.
- (h) If a word or phrase is defined, any

other grammatical form of that word or phrase has a corresponding meaning.

- (i) A reference to time is to local time in Sydney, New South Wales, unless otherwise specified.
- (j) Anything permitted to be done by PTX Markets in accordance with these Terms may be done in its absolute discretion, and any opinion or view required to be formed by PTX Markets may be formed in its absolute discretion.
- (k) For the avoidance of doubt, time will continue to run on days which are not Business Days.
- (l) The English version of these Terms prevails over any other translated version of these Terms.

**23.4** If a specific provision in a Schedule is inconsistent with another provision in these Terms, the specific provision prevails over the other provision to the extent of the inconsistency.

## Schedule 1

### Additional Representations, Warranties And Undertakings

#### 1. Trustee of a Trust

If you are the trustee of a trust (Trust), you represent and warrant to PTX Markets that:

- (a) the Trust has been duly constituted and is validly existing in compliance with all applicable laws and the trust deed constituting the trust (Trust Deed) has been duly executed and duly stamped;
- (b) the Trust Deed and its constituent documents enable you to enter into the Master Prime Agreement on these Terms with PTX Markets despite any conflict of interest and duty which may arise on your part; and, if you are a company, any of your directors, when entering into the Transactions contemplated with PTX Markets;
- (c) all necessary resolutions have been duly passed and all consents have been obtained and all other procedural matters have been attended to as required by the Trust Deed, any other document or any law for the entry into, observance and performance by it of its obligations under these Terms;
- (d) each of your obligations under, and the Transactions contemplated by, these Terms constitute binding obligations and are completely and lawfully enforceable against you and the Trust's property in accordance with their terms;
- (e) PTX Markets' rights under these Terms and any other of your agreements with PTX Markets have priority over the interests of the beneficiaries of the Trust;
- (f) you are the only trustee of the Trust;
- (g) no property of the Trust has been re-settled, set aside or transferred to any other trust or settlement;
- (h) the Trust has not been terminated, nor has the date or any event for the vesting of the Trust's property occurred;
- (i) no determination has been made to distribute the Trust's property on a date which is earlier than the latest date under the Trust Deed by which the Trust's property must be distributed;
- (j) no action has been taken, or has been proposed, to remove you as trustee of the Trust, or to appoint additional or alternate trustees;
- (k) there is no conflict of interest on your part in entering into these Terms and performing your obligations under them or the Transactions contemplated by them;
- (l) (as appropriate) each of the manager and the investment manager of the Trust is authorised to act on your behalf and to instruct PTX Markets in relation to any dealing and in relation to all other matters arising under these Terms;
- (m) you will be bound by any instructions given to PTX Markets by or any actions of the manager or the investment manager (as the case may be) as if the actions of the investment manager were your actions for the purpose of these Terms;
- (n) you authorise each of the manager and the investment manager to accept any notices or documents on its behalf and if PTX Markets has an obligation to serve any document or notice on you pursuant to these Terms, or any law, service upon either the manager or the investment manager (as the case may be) will be effective service on you;

- (o) you have an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by you (except only in respect fraud or breach of the Trust Deed of or your trustee duties) and the Trust documents do not restrict the right of PTX Markets to have recourse to the assets of the Trust to satisfy and liability to PTX Markets properly incurred by you arising out of the Transactions contemplated with PTX Markets and the Trust's property is sufficient to satisfy that right of indemnity or exoneration;
- (p) you have complied with your obligations relating to the Trust;
- (q) you are authorised to open bank accounts; and
- (r) you are authorised to enter into contracts in relation to trust property, in your personal capacity.

## 2. Responsible Entity of a Fund

If you are the responsible entity of a fund (Fund):

- (a) You undertake that you must not retire as responsible entity of the Fund unless you give notice to PTX Markets of your intention to retire and upon satisfaction of the following conditions:
  - (i) the successor responsible entity must be acceptable to PTX Markets; and
- (b) the successor responsible entity must execute whatever documents PTX Markets reasonably requires to ensure that these Terms are binding on it.
- (c) You will (or will procure that the following will be done) in relation to the Fund, ensure that other than with PTX Markets' prior consent:
  - (i) the constitution of the fund (Fund Constitution) is not amended in any way which could have a material

adverse effect on your ability to comply with your obligations under these Terms or could otherwise be prejudicial to PTX Markets;

- (ii) the Fund Constitution is not revoked;
- (iii) if you determine that the Fund Constitution, the compliance plan for the Fund, or any custodian or other agency agreement entered into by you in connection with the Fund is required by law to be changed or replaced, you promptly give to PTX Markets full details of the requirement and copies of the documentation you propose to enter into to comply with that requirement;
- (iv) there is no re-settlement, setting aside or transfer of any asset of the Fund other than a transfer which complies with the Fund Constitution and these Terms;
- (v) your obligations under the Fund Constitution and at law are fully complied with;
- (vi) except in accordance with this clause 2 no other person is appointed responsible entity of the Fund;
- (vii) subject to section 601FM of the Business Law and except if and to the extent that you have retired as responsible entity of the Fund in accordance with this clause 2 nothing is done which would cause or enable your removal as responsible entity of the Fund, nor retire as responsible entity;
- (viii) appoint a custodian or other agent to carry out any of your functions as responsible entity of the Fund;
- (ix) terminate the appointment of any custodian or other agent appointed in accordance with paragraph 2(b)(viii) of this clause 2;
- (x) the vesting date under the Fund

- Constitution is not changed or fixed;
- (xi) subject to the Business Law nothing occurs which could limit, exclude or otherwise derogate from in any material way your right under the Fund Constitution and the general law to be indemnified out of the assets of the Fund; and
  - (xii) subject to the terms of the Fund Constitution and the general law, your lien over the property of the Fund will have priority over the rights of the members of the Fund.
- (d) You represent and warrant in relation to the Fund as follows:
- (i) the Fund has been duly constituted and is validly existing in compliance with all applicable laws and the Fund Constitution has been duly executed and duly stamped;
  - (ii) the Fund Constitution and its constituent documents give you power:
    - (A) to carry on all of the business activities now conducted by you in any capacity;
    - (B) to enter into and comply with your obligations under, and to carry on the Transactions contemplated by, these Terms;
  - (iii) all necessary resolutions have been duly passed and all consents have been obtained and all other procedural matters have been attended to as required by the Fund Constitution, any other document or any law for the entry into, observance and performance by you of your obligations under these Terms;
  - (iv) each of your obligations under, and the Transactions contemplated by, these Terms constitute binding obligations and are completely and lawfully enforceable against you and the Fund's property in accordance with their terms;
- (v) you are the only responsible entity of the Fund;
  - (vi) no property of the Fund has been re-settled, set aside or transferred to any other trust or settlement;
  - (vii) the Fund has not been terminated, nor has the date or any event for the vesting of the Fund's property occurred;
  - (viii) no determination has been made to distribute the Fund's property on a date which is earlier than the latest date under the Fund Constitution by which the Fund's property must be distributed;
  - (ix) there is no conflict of interest on your part in entering into these Terms and performing your obligations under them or the Transactions contemplated by them;
  - (x) except as required by the Business Law and except to the extent expressly stated in the Fund Constitution, your rights under the Fund Constitution and the general law to be indemnified out of, and have a lien over, the assets of the Fund have not been limited in any way; and without limitation you have no liability which may be set-off against that right of indemnity; and
  - (xi) you have complied with your obligations in connection with the Fund.

### 3. Trustee of a Superannuation Fund

If you are a trustee of the superannuation fund (Fund), you represent and warrant to PTX Markets that:

- (a) the Transactions contemplated by these Terms insofar as they concern the Fund:
  - (i) comply with all requirements of the Superannuation Industry (Supervision) Act 1993 (SIS Act);
  - (ii) have been or are to be implemented in accordance with an investment

- strategy undertaken in accordance with the SIS Act;
- (iii) comply with all the requirements of the constitution of the Fund (Fund Constitution) and rules applicable to the Fund, in force at the date of these Terms; and
- (iv) have been or are undertaken on an arm's length basis, for value and on commercial terms.
- (b) the Fund has been duly constituted and is validly existing and the Fund Constitution has been duly executed and duly stamped;
- (c) the Fund Constitution and its constituent documents give you power:
  - (i) to carry on all of the business activities now conducted by you in any capacity;
  - (ii) to enter into and comply with your obligations under, and to carry on the Transactions contemplated by, these Terms;
- (d) all necessary resolutions have been duly passed and all consents have been obtained and all other procedural matters have been attended to as required by the Fund Constitution, any other document or any law for the entry into, observance and performance by you of your obligations under these Terms;
- (e) each of your obligations under, and the Transactions contemplated by, these Terms constitute the Fund's binding obligations and are completely and lawfully enforceable against you and the property in accordance with their terms;
- (f) you are the only trustee of the Fund;
- (g) no property of the Fund has been re-settled, set aside or transferred to any other trust or settlement;
- (h) the Fund has not been terminated, nor has the date or any event for the vesting of the property occurred;

- (i) no determination has been made to distribute the Fund's property on a date which is earlier than the latest date under the Fund Constitution by which the Fund's property must be distributed;
- (j) there is no conflict of interest on your part in entering into these Terms and performing your obligations under it or the Transactions contemplated by it;
- (k) you have an unrestricted right to be fully indemnified or exonerated out of the Fund's property in respect of any losses or liabilities incurred by you and the Fund's property is sufficient to satisfy that right of indemnity or exoneration; and
- (l) you have complied with your obligations in connection with the Fund.

## 4. Agent under Investment Management Agreement

If you are an agent of a client (Investor) who has entered into an agreement relating to the holding and investment of assets (Investment Management Agreement):

- (a) you will ensure that, without PTX Markets' prior consent:
  - (i) the Investment Management Agreement is not determined or amended in any way which could have a material adverse effect on your ability to comply with your obligations under these Terms or could otherwise be prejudicial to PTX Markets; and
  - (ii) your obligations under the Investment Management Agreement and at law are fully complied with;
- (b) you represent and warrant to PTX Markets that:
  - (i) you have received written acknowledgment from each Investor to the effect set out in the remainder of this paragraph 2(a) and paragraph 2(b) of



this Schedule and you are not aware of anything that causes you to suspect that anything in those paragraphs is incorrect;

- (ii) the Investment Management Agreement is valid and binding on you and the Investor, respectively;
  - (iii) you have the power, as agent for the Investor under the Investment Management Agreement, to enter into and observe all the provisions and to carry on the Transactions contemplated by, these Terms as agent for the Investor;
  - (iv) the Investor will be bound by instructions provided by you to PTX Markets as if the Investor were named in these Terms as you and will be bound by any Transaction entered into by PTX Markets on your instructions;
- (c) if an Investor is a trustee, the Investor has warranted to you and you reasonably believe that the Investor is empowered by the relevant trust deed and law:
- (i) to enter into and comply with its obligations under, and to carry on the Transactions contemplated by, the Investment Management Agreement and each Transaction entered into by you on its behalf in connection with these Terms; and each of its obligations under, and the Transactions contemplated by, the Investment Management Agreement constitute binding obligations and are completely and lawfully enforceable against it and the relevant trust's property in accordance with their terms;
  - (ii) to enter into and perform the Investment Management Agreement and each Transaction entered into by you on its behalf in connection with these Terms and to carry on the

Transactions contemplated by these Terms;

- (iii) to carry on the trust's business as now conducted or contemplated and to own the trust's assets, in its capacity as trustee of the relevant trust; and there are no restrictions or conditions on this; and
  - (iv) all other procedures have been completed as required by the relevant trust deed for it to enter into and perform the Investment Management Agreement and Transactions entered by you on its behalf in connection with these Terms (this includes all necessary resolutions and all consents and approvals); and
- (d) you enter into these Terms as agent of each of the Investors and in your personal capacity.



Publisher: Prime Trading Services Pty Ltd trading as PTX Markets (Co. 40429)  
© Audax Legal Pty Limited  
Copyright licence No licence to use or to copy in any way, anywhere.  
Version 1.0 15 October 2021  
2.0 22 February 2022  
2.1 15 April 2022  
2.2 21 June 2022