

# Pepperstone

## Multi Account Manager Agreement

---



This Multi Account Manager Agreement ("**MAM Agreement**") contains:

- an Agency Agreement; and
- a Compensation Acknowledgement.

You acknowledge that you have provided the details of the client ("**Principal**", "**you**" "**your**") and the trading agent/introducing broker ("**Trading Agent**"), as part of the online application process.

For assistance or queries, please contact Pepperstone Group Limited (ACN 147 055 703) ("**Pepperstone**") via phone call at +61 3 9020 0155, email [admin@pepperstone.com](mailto:admin@pepperstone.com) or contact live chat on our website ([www.pepperstone.com](http://www.pepperstone.com)).

### Agency Agreement

---

1. The purpose of this Agency Agreement is to enable the Trading Agent to do business with Pepperstone Group Limited (ACN 147 055 703) ("**Pepperstone**") on your behalf on the terms and conditions set out in the Pepperstone Terms and Conditions, Product Disclosure Statement and Financial Services Guide ("**Agreements**"), specifically to:
  - a. open, operate and close your trading account with Pepperstone ("**Account**") as appropriate, with the exclusion of cash withdrawals and third party payments;
  - b. deal with Pepperstone on your behalf on such terms as the Trading Agent shall determine in their discretion, including (without limitation) entering into transactions via any electronic or online trading system provided by Pepperstone to the Trading Agent or by giving oral or written instructions;
  - c. make margin payments on the Account; and
  - d. do anything else contemplated in the Agreements which is reasonably necessary for the purposes of your dealing with Pepperstone under the Agreements.
2. You authorise Pepperstone to accept all instructions in respect of your Account, whether orally or in writing, from the Trading Agent and their employees, officers and/or agents. You acknowledge and agree that Pepperstone is not obliged to make any enquiry of you or of any Account, any other client or individual before acting on the Trading Agent's instructions.
3. You accept full responsibility and liability for all instructions issued by the Trading Agent in relation to your Account (and all transactions that may be entered into as a result) and irrevocably indemnify Pepperstone against any loss, damage or expense incurred by Pepperstone as a result of acting on such instructions. This indemnity shall be effective:
  - a. whatever the circumstances giving rise to the loss, damage or expense; and
  - b. regardless of any knowledge, acts or omissions of Pepperstone in relation to any other Account held by any other person or entity (including the Trading Agent) with Pepperstone.



4. You further agree that the indemnity in clause 3 above shall extend to any loss, damage or expense incurred by Pepperstone in reversing incorrect or erroneous instructions submitted by the Trading Agent that result in a transaction that must be reversed for the protection of you, Pepperstone's other clients or for market integrity reasons.
5. You acknowledge and agree that, in providing an electronic or online trading system to the Trading Agent, Pepperstone has the right but not the obligation to set limits, controls, parameters and/or other controls on the Trading Agent's ability to use such a system or to make transactions. You accept that if Pepperstone chooses not to place any limits or controls on the Trading Agent's trading, or if such limits or controls fail for any reason, Pepperstone will not exercise oversight or control over any instructions given by the Trading Agent, and you accept full responsibility and liability for the Trading Agent's actions in such circumstances.
6. As Principal, you are responsible for ratifying all actions carried out by the Trading Agent under this Agency Agreement. You agree to indemnify the Trading Agent against all expenses, losses and liabilities incurred by them when acting in accordance with this Agency Agreement.
7. This Agency Agreement may only be amended or revoked by you in writing. Any variation or revocation shall not be effective until two (2) working days after it is received by Pepperstone, unless otherwise notified in writing by Pepperstone. You acknowledge that you will remain liable for all instructions given to Pepperstone prior to the revocation/variation taking effect, and that you will be responsible for any losses which may arise on any transactions which are open during that time. You will unconditionally and irrevocably indemnify Pepperstone and keep Pepperstone indemnified in respect of any such losses.
8. You (or the person acting on behalf of the Principal if the Principal is a company) consent to and authorise Pepperstone to disclose to the Trading Agent any personal information as is reasonably necessary for any of the purposes set out in clause 1, and Pepperstone will not be held liable for such disclosure of personal information.
9. This Agency Agreement is governed by the laws of the State of Victoria, Australia and the parties irrevocably submit to the jurisdiction of that state in relation to any dispute arising out of this Agency Agreement.
10. In completing Pepperstone's online Managed Account creation process and indicating that you have read and acknowledged the Pepperstone MAM Agreement, including this Agency Agreement, you hereby appoint the MAM master named in your application as your Trading Agent for the purposes set out in this Agency Agreement. If the Principal is a company, the person entering into the Pepperstone MAM Agreement on behalf of the company acknowledges that they are entitled to do so.



## Compensation Acknowledgement

The purpose of this Compensation Acknowledgement is for you (the “Client”, “you”, “your”), to advise Pepperstone Group Limited (ACN 147 055 703) (“Pepperstone”) as to the compensation you have agreed to pay your designated MAM (“Trading Agent”) and/or your Introducing Broker (“IB”).

*Please be advised that:*

- *Pepperstone is not responsible for calculating incentive fees or management fees and will assume the calculations provided it by your Trading Agent/IB to be correct.*
- *Pepperstone does not participate in additional pip(s) being added to the pricing, so if your Trading Agent/IB has requested Pepperstone to mark-up (widen) the spread on the prices being streamed to you, the mark-up will not be reflected in your trading statement as a separate line item.*
- *If your Trading Agent/IB is charging a commission and managing the Account with Pepperstone under an Agency Agreement, there is an inherent conflict of interest in that arrangement.*

## ACKNOWLEDGEMENT

In indicating that you have read and acknowledged the Pepperstone MAM Agreement as part of Pepperstone's online Managed Account application process, you, the Client, agree to, authorise and acknowledge the following:

1. fee(s) will be charged to your Account and paid to the Trading Agent/IB as set out under the heading 'Key Terms of the Managed Account' on the webpage accompanying this Agreement;
2. Net Equity gain/loss shall be calculated by your designated Trading Agent/IB and that you have authorised them to trade your Account under an Agency Agreement;
3. all Net Equity losses will be carried forward indefinitely until offset by Net Equity gains for the consecutive months.
4. Net Equity gains/losses will always be NET of trading and other commissions, taking into account all realised and unrealised gains or losses.
5. the monthly Net Equity gain/loss shall be calculated as follows:
  - a. the total equity (“Equity”) in your Account at 22:00 GMT on the last business day of the month, will be adjusted by taking into account the deposits and withdrawals during the month and the Equity at the beginning of the month (being equal to the Equity in your Account at 22:00 GMT on the last business day of the previous month) will be subtracted from it. The result will be the monthly Net Equity gain/loss, which has decreased by sum of all previous Net Equity Losses, if any. Any additional commission/s, fees, charges (if any should also be subtracted from the Net Equity gain/loss;



- b. to avoid any misunderstanding, the Equity in your Account at 22:00 GMT on the last business day of the month will be calculated by adjusting your current cash on deposit with the value of the unrealised profit and loss ("P&L") of your open positions. The unrealised P&L of your open positions will be calculated based on the market price for each particular currency pair (in which there is an open position) taken in the interval between 21:30 GMT and 22:00 GMT (or 20:30 and 21:00 GMT if it is a Friday);
  - c. this market price should be within the daily high and low for each particular currency pair; and
  - d. the above calculation guidelines are to be observed by your Trading Agent/IB while calculating the monthly Net Equity gain/loss;
6. it is the sole responsibility of your Trading Agent/IBs to calculate the monthly Net Equity gain loss and/or management fee accurately and in good faith, with the intent to preserve your interests, and also to present its calculations to you and to Pepperstone by the 5th of every month for the previous month;
  7. there is an inherent conflict of interest in paying your Trading Agent/IB a per trade commission. The more trades made in your Account the more commission you will pay regardless of the P&L on those trades; and
  8. Pepperstone does not calculate the monthly Net Equity gain/loss or management fee, nor will Pepperstone be obliged to check or verify in any way the monthly Net Equity gain/loss or management fee figures presented by your Trading Agent/IB.
  9. You indemnify and hold Pepperstone harmless against any and all losses, costs and expenses incurred in your Account and/or errors made in calculating the monthly Net Equity gain/loss.

**Risk Warning:** CFDs and margin FX are leveraged products that carry a high level of risk to your capital. Trading is not suitable for everyone and may result in you losing substantially more than your initial investment. You do not own, or have any rights to, the underlying assets. You should only trade with money you can afford to lose. Past performance is no guarantee of future performance and tax laws may be subject to change. The information on this website is general in nature and does not take into account your or your client's personal objectives, financial situations or needs. Please consider the relevant [legal documents](#) and ensure that you fully understand the risks involved in light of your personal circumstances before you decide whether to acquire our services. We encourage you to seek independent advice if necessary.

Pepperstone Group Limited is registered in Australia at Level 16, Tower One, 727 Collins Street, Melbourne, VIC 3008, and is licensed and regulated by the Australian Securities and Investments Commission (AFSL No. 414530).