

TRADE 245 – COPY TRADING ACCOUNT TERMS AND CONDITIONS

These Terms are entered into between **Red Pine Capital (Pty) Ltd** (incorporated and registered in South Africa, with Registration Number: **2014/220311/07**), a registered FSP (**FSP No. 46044**), its successors and assigns ("**Red Pine Capital**"/"**us**"/"**we**"/"**our**") and you as the client ("**Client**"/"**you**"/"**your**")

1 INTRODUCTION

- 1.1 These Copy Trading Terms contain the terms and conditions relating to, among others, your opening and use of a Copy Trading Account, and the Services we will provide in respect of the Copy Trading Account you open.
- 1.2 In addition, these Terms also set out your liability for, and your agreement to deduction from your Account of, the Fees.
- 1.3 You should read these Terms carefully in their entirety prior to opening and making use of a Copy Trading Account.

2 PRECEDENCE

- 2.1 These Terms must be read together with all Policies, and the Terms and Conditions of Use, [on our website](https://www.trade245.com/) at url: <https://www.trade245.com/> (which Policies and Terms and Conditions of Use on our website are collectively referred to as the "**Trade 245 Terms**"), which Trade 245 Terms are incorporated in these Terms, by reference. For the avoidance of doubt, the terms of the Policies are incorporated herein by reference, to the extent that such terms have the force and effect of binding the Parties to rights, obligations and/or liabilities in terms of the Agreement or the underlying contractual relationship established between the Parties.
- 2.2 These Terms as read together with the Trade 245 Terms, constitute a legally binding agreement between you and us ("**the Agreement**").
- 2.3 In the event of any conflict or contradiction between these Terms and any of the Trade 245 Terms, these Terms shall take precedence to the extent of such conflict or contradiction only.
- 2.4 Any capitalised terms not defined in these Terms, shall bear the meanings as ascribed thereto in the Trade 245 Terms, unless the context requires otherwise.

3 DEFINITIONS

In these Terms, unless inconsistent with, or otherwise indicated by the context:

- 3.1 "**Account**" has the meaning ascribed thereto in the Terms and Conditions of Use;
- 3.2 "**AFSA**" means the Arbitration Foundation of Southern Africa;
- 3.3 "**Applicable Laws**" means in relation to a person, includes all and any:
- 3.3.1 statutes and subordinate legislation and common law;
- 3.3.2 regulations;
- 3.3.3 ordinances and by laws;
- 3.3.4 circulars, codes of practice, directives, guidance notices, judgments and decisions of any competent authority or any governmental, intergovernmental or supranational agency, body, department or regulatory, self-regulatory or other authority or organisation; or

- 3.3.5 other similar provisions, from time to time, compliance with which is mandatory for that person;

- 3.4 "**Commencement Date**" means the Signature Date;
- 3.5 "**Confidential Information**" means all information or data of either Party, whether disclosed electronically, orally or in writing and includes, without limitation, any information relating to the either Party's business, business policies, business plans, pricing models, know-how, trade secrets, methods, specifications, drawings, designs, sketches, models, products, samples, customers (both existing and potential), suppliers, agents, technology, systems, demonstrations, processes and machinery and any other related material and documentation;

- 3.6 "**Copy Trading Account**" means our product, being a copy trading account, which will be opened on your Account and which account will operate as follows, with your consent provided by acceptance of these Terms:

- 3.6.1 your Account will be linked to the Master Account;
- 3.6.2 any executions or trading done by the Nominated Master Trader in the Master Account, will be duplicated automatically by the System you utilise with us and recreated as an execution or trade in your Copy Trading Account ("**Duplicated Trades**"), in accordance with your specific risk setting, as selected by you, which risk setting may be altered by you through the System, provided that the Nominated Master Trader is not executing or trading in the Master Account at the time that you alter; and
- 3.6.3 the Duplicated Trades will be automatically executed through your Account;

- 3.7 "**Copy Trading Terms/Terms**" means these copy trading account terms and conditions, as amended from time to time in accordance with these Terms;

- 3.8 "**Data Messages**" means any information generated, sent, received or stored by electronic means and includes, without being limited to, electronic mail and data messages as defined in the ECT Act;

- 3.9 "**ECT Act**" means the Electronic Communications and Transactions Act, No. 25 of 2002;

- 3.10 "**Fees**" means the fees payable by you to the Nominated Master Trader, in accordance with the provisions of these Terms, which fees shall be either, a:

- 3.10.1 Performance Based Fee; or

- 3.10.2 Subscription Fee;

- 3.11 "**Master Account**" means the Account of the Nominated Master Trader, which is linked to your Account through your Copy Trading Account;

- 3.12 "**Master Trader**" means a third-party trader;

- 3.13 "**Nominated Master Trader**" means the Master Trader nominated and selected by you, in your discretion, through the Copy Trading Account, on the

- Site or otherwise through the System, where we will provide the information of the Master Trader, including information in respect of the Fees and/or executions and trading that are done by the Nominated Master Trader, in the Master Account;
- 3.14 **"Parties"** means us and you and includes, where the context requires, our Staff;
- 3.15 **"Performance Based Fee"** means the amount or amounts payable by you to the Nominated Master Trader, as determined by the Nominated Master Trader and published on the Site or System from time to time, calculated based on performance parameters set by the Nominated Master Trader and/or us, which are linked to the performance of your Copy Trading Account;
- 3.16 **"Services"** means, in respect of the Copy Trading Account the provision of:
- 3.16.1 the Services (as defined in the Terms and Conditions of Use); and
- 3.16.2 any other services as agreed to between the Parties, in relation to the Copy Trading Account;
- 3.17 **"Signature Date"** means the date on which these Terms are signed by you, by your checking the relevant tickbox on the Site, subject, if applicable in our discretion, to our confirmation of the approval of your opening of the Copy Trading Account, which approval constitutes our offer of the Copy Trading Account to you, in accordance with the provisions of these Terms;
- 3.18 **"South Africa"** means the Republic of South Africa;
- 3.19 **"Staff"** means any director, officer, employee, agent, consultant, contractor or other representative of a Party involved in the execution of rights or obligations in accordance with or as required by the provisions of these Terms;
- 3.20 **"Subscription Fee"** means the amount or amounts payable by you to the Nominated Master Trader, as determined by the Nominated Master Trader and published on the Site or System, from time to time;
- 3.21 **"System"** has the meaning ascribed thereto in the Terms and Conditions of Use and includes the Company Online Trading System;
- 3.22 **"Tax"** means collectively, in respect of each Party that will ordinarily be liable for payment thereof in terms of any Applicable Laws:
- 3.22.1 any fiscal charges or taxes of any nature whatsoever, including capital gains tax, donations tax, employees' tax and employment related levies, income tax, secondary tax on companies and VAT;
- 3.22.2 any duty or levy, including customs duty, securities transfer tax, skills development levies, stamp duty and unemployment insurance fund contributions; and/or
- 3.22.3 all forms of withholding taxes, including any taxation arising from new assessments and/or the reopening of any previous assessments, imposed by any Applicable Laws administered by the Tax authorities,
- including any interest or penalties or other taxes or auxiliary payments imposed or levied as a result of any of the above; and **"Taxation"** has a corresponding meaning; and
- 3.23 **"VAT"** means value-added tax in terms of the Value-Added Tax Act, 1991 (No. 89 of 1991), as amended.
- 4 **DURATION AND ENGAGEMENT**
- 4.1 These Terms shall commence on the Commencement Date and shall, subject to the Parties' rights of termination in terms hereof, be of force and effect for the duration that your Copy Trading Account remains open. These Terms are deemed to be concluded in Seychelles at the time of the Signature Date.
- 4.2 We may, in our sole discretion, amend any provisions of these Terms at any time (**"amended Terms"**), and you agree herewith that any amendments to these Terms will be deemed to be effective and binding on you on the date that such amended Terms are published on our Site, and should you not agree with or accept the amended Terms, then you must not utilise, trade or authorise make use of your Copy Trading Account or engage with us for the provision of any Services, as such actions after the date that such amended Terms are published on our Site, will be deemed to be your acceptance of and agreement to such amended Terms.
- 4.3 **For the avoidance of doubt, it remains your sole responsibility to visit our Site regularly to ascertain if any provisions of these Terms (including any of the Trade 245 Terms) have been amended and published thereon.**
- 5 **PAYMENT OF FEES**
- 5.1 You agree herewith that you are liable to make payment of any Fees that you are advised of by us and/or the Nominated Master Trader, in accordance with the Services provided and/or Duplicated Trades made on your Copy Trading Account. For ease of understanding, you will not be charged any fees for opening your Copy Trading Account. Once you have selected your Nominated Master Trader, you will be liable for the Fees.
- 5.2 **You consent, agree and irrevocably authorise us to access your Account (including your Copy Trading Account) and deduct any and all Fees that are due and owing to any Nominated Master Trader and you authorise us to transfer such amounts deducted, to the Nominated Master Trader. In this regard you agree herewith to indemnify us and you hold us harmless against any claims that you or any third party may have in respect of any losses or damages (including loss of profits) suffered (whether direct, indirect, special and/or consequential) as a result of us proceeding in accordance with this clause 5.2.**
- 5.3 Unless specifically stated otherwise, all amounts exclude VAT.
- 5.4 The Fees that you are liable to pay shall be those Fees payable at the time of the opening of your Copy Trading Account and your nomination and selection of a Nominated Master Trader, subject to any alteration by your Nominated Master Trader from time to time,

- which altered Fees will be published on your Copy Trading Account.
- 5.5 Should your Copy Trading Account be closed, or these Terms are otherwise terminated, in accordance with the terms of the Agreement and you are entitled to and do open up a new Copy Trading Account, the Fees will be those applicable at the time that you open up a new Copy Trading Account and nominate and select a new Nominated Master Trader.
- 6 **GENERAL OBLIGATIONS OF THE PARTIES**
- 6.1 The Parties shall:
- 6.1.1 exercise their rights and perform their obligations in accordance with the provisions of these Terms, in a manner intended to preserve and enhance the reputation of each Party; and
- 6.1.2 comply with all Applicable Laws in carrying out their obligations in accordance with the provisions of these Terms.
- 7 **CLIENT WARRANTIES AND REPRESENTATIONS**
- 7.1 By opening and using a Copy Trading Account, you warrant and represent your understanding of the following (including all inherent risks as detailed below, which you warrant your acceptance of), that:
- 7.1.1 the Services and your Copy Trading Account do not constitute nor are we providing, investment management services, whether discretionary or otherwise and we are not able to provide such services;
- 7.1.2 we are permitting you to take advantage of functionality which allows you to execute orders without manual intervention on an execution only basis;
- 7.1.3 your Copy Trading Account provides you with, the ability to interact, follow and copy the Nominated Master Trader's trading decisions, strategies and/or executions, from the Master Account;
- 7.1.4 any Duplicated Trades made are done without any prior consultation with or consent from or approval by you;
- 7.1.5 Duplicated Trades will be done on a pro rata basis with the same products and same trading instructions, and we reserve the right to stop providing any Services (whether temporary or not), including any Duplicated Trades or other Services provided on your Copy Trading Account;
- 7.1.6 we reserve the right to set limits to any position on your Copy Trading Account;
- 7.1.7 prior to making the decision for Duplicated Trades to be made on your Copy Trading Account, you should consider your financial position and commitments;
- 7.1.8 copy trading (e.g. as with Duplicated Trades) is highly speculative and you could sustain significant losses exceeding the amount used for such copy trading, as a result of the following:
- 7.1.8.1 the automated trading execution whereby Duplicated Trades are opened and closed in your Copy Trading Account without your manual intervention;
- 7.1.8.2 if you manually modify or close an order generated through a Duplicated Trade, you may achieve a materially different result than the Nominated Master Trader achieved;
- 7.1.8.3 Duplicated Trades in amounts lower than the minimum trade will not be opened;
- 7.1.8.4 if you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened;
- 7.1.8.5 cash-out and withdrawals by the Nominated Master Trader when Duplicated Trades are being made may also generate a materially different result for you than for the Nominated Master Trader as it may affect the copy trading proportions. This is due to a number of different factors including starting account balance, minimum trade size, your Copy Trading Account settings, differences in spread, interest and investment price at time of investment, and also the difference in Fees that may be incurred;
- 7.1.8.6 the inherent assumed risk involved in your following/copying the trading decisions, strategies and executions of the Nominated Master Trader, where:
- 7.1.8.6.1 the decisions and strategies of the Nominated Master Trader do not guarantee any successful outcome or profit for you and carry an inherent risk of loss for you;
- 7.1.8.6.2 the ultimate purpose, intention or financial status or position of the Nominated Master Trader, may differ from yours; and
- 7.1.8.6.3 we do not warrant any expertise, knowledge, qualifications, certifications or skills of the Nominated Master Trader.
- 7.1.9 we do not provide any guarantee as to the performance of any particular investment, account, Master Trader or strategy;
- 7.1.10 past performance, risk scores, statistics and any other information with respect to Master Traders, your Copy Trading Account or the Services are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses similar to those shown on the Master Account; and
- 7.1.11 we also do not represent or guarantee that the risk score of a Master Trader will accurately reflect the risk of their future performances.
- 8 **LIMITATION OF LIABILITY**
- Without derogating from any limitations of liability in terms of the Trade 245 Terms or anywhere else in these Terms, we will not be liable to you or any third party claiming through or on your behalf for any conduct of the Nominated Master Trader, for any loss of profits, goodwill, business, revenue, the use of money, anticipated savings or data; or any direct, indirect, special or consequential damages or loss, arising out of or related to these Terms and including to any actions taken or omitted to be taken either by you and/or the Nominated Master Trader and/or any third party, in terms of the Master Account and/or any Duplicated Trades made on your Copy Trading Account

and/or any Services provided to you in accordance with these Terms, that have any adverse effect on your Account and/or your funds (including your Copy Trading Account), and such liability is excluded whether it is foreseen, foreseeable, known or otherwise and is limited to the fullest extent permitted in law.

9 **INDEMNIFICATION**

Subject to clause 8, you agree herewith (as "**the Indemnifying Party**") to indemnify and hold harmless, us and our Staff (as "**the Indemnified Party**"), to the fullest extent permitted by all Applicable Laws, against direct or indirect damages, costs or losses incurred by us (the Indemnified Party), arising out of any claim by any third party for or in respect of, any loss or damage, direct or indirect, whatsoever, suffered by such third party, caused by or as a result of, the performance of the obligations (ours and yours) or the exercising of any rights, by you, in respect of or associated with these Terms.

10 **ARBITRATION**

10.1 Should a dispute arise, any Party shall be entitled to require by written notice to the other Party that the dispute be submitted to arbitration in terms of this clause 10 and copies of such written notice shall be sent immediately by such Party to the other Parties.

10.2 Subject to the provisions of this clause 10, an arbitration shall be held under the provisions of the arbitration laws from time to time being in force in the Seychelles, provided that the arbitrator shall be:

10.2.1 an independent auditor who has held that qualification for not less than 10 years if the question in issue is primarily an accounting matter;

10.2.2 a practising attorney or advocate of not less than 10 years standing if the question in issue is primarily a legal matter;

10.2.3 an independent person if the question in issue is any other matter.

10.3 The arbitrator referred to in this clause 10 shall be agreed upon by the Parties who are parties to the dispute and failing such agreement within 3 days after the date on which the arbitration is demanded, shall be appointed by the chairperson of the Commercial Code of Seychelles, Chapter 38 (1 January 1977) Title IX, supplemented by the Seychelles Code of Civil Procedure, Chapter 213 and their amendments from time to time, or its successors in title, upon request by any party to the dispute to make that nomination at any time after the expiry of the 3 day period.

10.4 The arbitration shall be held in Victoria, Seychelles in accordance with the formalities and/or procedures to be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery, or the strict rules of evidence;

10.5 The arbitrator shall be entitled:

10.5.1 to investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose shall have the widest powers of

investigating all the books and records of any Parties who are a party to the dispute and the right to take copies or make extracts therefrom and the right to have them produced or delivered at any reasonable place required by him for the aforesaid purposes;

10.5.2 to interview and question under oath any of the Parties;

10.5.3 to decide the dispute according to what he considers just and equitable in the circumstances; and

10.5.4 to make such award, including an award for specific performance, an interdict, damages or a penalty as he in his discretion may deem fit and appropriate.

10.6 The arbitration shall be held as quickly as possible after it is demanded with a view to its being completed within 30 days after it has been so demanded.

10.7 Immediately after the arbitrator has been agreed upon or nominated in terms hereof, any of the parties to the dispute shall be entitled to call upon the arbitrator to fix a date and place when and where arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.

10.8 Any award that may be made by the arbitrator:

10.8.1 shall be final and binding;

10.8.2 will be carried into effect; and

10.8.3 may be made an order of any court to whose jurisdiction the parties to the dispute are subject.

10.9 Nothing contained in this clause 10 shall preclude any party to the dispute from seeking urgent relief from a court of competent jurisdiction.

11 **SERVICE OF NOTICES**

11.1 Any notice required to be given hereunder shall be sufficiently given to a Party if delivered to a Party at the email addresses, as provided by the Parties in accordance with the Trade 245 Terms. Every notice shall be deemed to have been received and given at the time when in the ordinary course of transmission, it should have been delivered at the address to which it was sent.

11.2 Either Party may by giving written notice to the other, change its email address to any other functional email address that is regularly used and accessed by such a Party, provided that such change shall take effect 14 days after delivery of such written notice.

12 **ADMISSIBILITY OF DATA MESSAGES**

12.1 The Parties agree that they may conclude binding agreements by means of Data Messages and that a requirement in these Terms that a notice or other document be in writing shall be satisfied if such notice or other document is:

12.1.1 in the form of a Data Message; and

12.1.2 accessible in a manner useable for subsequent reference (including without limitation, a hard copy print-out thereof).

12.2 Information and Data Messages shall not be denied legal effect, validity or enforceability solely on the grounds that same are wholly or partly in electronic

- form and information shall not be denied legal effect, validity or enforceability solely on the grounds that it is not contained in the Data Messages purporting to give rise to such legal effect, but merely referred to in such Data Messages.
- 12.3 No information shall be deemed to be incorporated into a Data Message unless such information is referred to in a way in which a reasonable person would have noticed the reference and incorporation of such information, and such information is made accessible to the other Party in a form in which it may be read, stored and retrieved by the other Party on request.
- 12.4 You agree and warrant that Data Messages as defined in the ECT Act addressed by you to us shall only be deemed to have been received if and when responded to by us, provided that an automatically generated response received from and/or via your Copy Trading Account shall not be deemed to be a reply.
- 12.5 Electronic signatures, encryption and/or authentication shall not be required for valid electronic communications between you and us.
- 12.6 Data Messages that are sent to us from a computer, IP address or mobile device normally used by or owned by you, shall be deemed to have been sent and/or authorised by you personally.
- 12.7 An email sent to you by us shall be deemed to have been received by you when you are capable of downloading the email.
- 13 GENERAL AND INTERPRETATION**
- 13.1 In these Terms:
- 13.1.1 references to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;
- 13.1.2 headings are included only as a reference and do not affect the interpretation of these Terms;
- 13.1.3 words importing any particular gender include the other genders (i.e. the masculine, feminine and neuter genders, as the case may be); the singular includes the plural and vice versa; and natural persons include artificial and/or juristic persons and vice versa;
- 13.1.4 references to a "person" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- 13.1.5 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 13.1.6 any definition, wherever it appears in these Terms, shall bear the same meaning and apply throughout these Terms unless otherwise stated or inconsistent with the context in which it appears;
- 13.1.7 if there is any conflict between any definitions in these Terms then, for purposes of interpreting any provisions of these Terms paragraph of any Annexe, the definition appearing in that provision or paragraph shall prevail over any other conflicting definition appearing elsewhere in these Terms;
- 13.1.8 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;
- 13.1.9 where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day;
- 13.1.10 any provision in these Terms which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these Terms shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. *pro non scripto*) and severed from the balance of these Terms, without invalidating the remaining terms of these Terms or affecting the validity or enforceability of such provision in any other jurisdiction;
- 13.1.11 the use of any expression covering a process available under South African law (including, for example, a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding or expression under the law of such other jurisdiction; and
- 13.1.12 the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis* rule) shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- 13.2 The expiration or termination of these Terms shall not affect such of these Terms which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant terms themselves do not provide for this.
- 13.3 Each of these Terms has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of the agreement (i.e., the *contra preferentum* rule), shall not apply.

- 13.4 These Terms contain all the express terms agreed on by the Parties with regard to the subject matter of the Agreement and supersedes and novates in its entirety any previous understandings or agreements among the Parties in respect thereof and the Parties waive the right to rely on any alleged provision not expressly contained, or incorporated by reference, in these Terms.
- 13.5 Save as is expressly provided for in these Terms, no provision of these Terms constitutes a stipulation for the benefit of a third person (i.e., a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.
- 13.6 A Party may not rely on any representation (whether or not made innocently, negligently or deliberately) which allegedly induced that Party to enter into these Terms, unless the representation is recorded in these Terms.
- 13.7 Unless otherwise specifically stated in these Terms, neither Party shall be entitled to cede any or all of their rights or delegate any or all of its obligations under these Terms without the prior written consent of the other Party. For purposes of this provision, a cession or delegation shall include any form of transfer of a Party's rights and/or obligations under these Terms.
- 13.8 No variation, addition to, deletion from or cancellation of these Terms (including this provision), and no waiver of any right under these Terms, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 13.9 The grant of any indulgence, extension of any time or relaxation of any provision by a Party under these Terms (or under any other agreement or document issued or executed pursuant to these Terms) shall not constitute a waiver of any right by the grantor or prevent or limit or adversely affect the exercise by the grantor of any existing or future right of the grantor.
- 13.10 These Terms are to be governed, interpreted and implemented in accordance with the laws of Seychelles.
- 13.11 The Parties consent to the non-exclusive jurisdiction of the Supreme Court of the Seychelles for any proceedings arising out of or in connection with these Terms, subject to clause 10.
- 13.12 Save as expressly provided elsewhere in these Terms, the legal costs and disbursements associated and incidental to the negotiation, preparation, settling, signing and implementation of these Terms shall be for either Party's own account.
- 13.13 Any costs, including all legal costs on an attorney and own client basis and VAT, incurred by a Party arising out of or in connection with a breach by the other Party, of these Terms shall be borne by the Party in breach.
- 13.14 Each Party respectively agrees and acknowledges that:
- 13.14.1 it has been free to secure independent legal advice as to the nature and effect of each provision of these Terms and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
- 13.14.2 each provision of these Terms is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with these Terms.
- 13.15 Each of the Parties undertakes at all times to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of these Terms.