

# TERMS AND CONDITIONS

EasyEquities  
(AUS Trading Account)

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EasyEquities Pty Ltd, trading as EasyEquities, ACN 632 503 416, is a Corporate Authorised Representative (AR No. 1276104) of Sanlam Private Wealth Pty Ltd (ACN: 136 960 775) which holds an AFS Licence (AFSL No. 337927). All trades on the EasyEquities platform are subject to the legal terms and conditions to which you agree to be bound. The EasyEquities platform enables you to invest in securities with all investment decisions being made solely by you. The information contained on this website is general advice that has been prepared without taking account of your objectives, financial situation or needs. Before acting on this advice you should consider the appropriateness of the advice, having regard to your objectives, financial situation and needs. You should read and consider the relevant Product Disclosure Statement before making a decision about whether to purchase any financial products. The availability of any security on the EasyEquities platform is based on various factors but is not an indication of value and does not mean that any security is an appropriate investment for you. As with all investments, they may gain or lose value therefore before making any investment decision, please consider if it's appropriate for your financial situation and obtain the necessary financial, taxation and/or legal advice. Please view our Financial Services Guide before deciding to invest on the EasyEquities platform.

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### Summary Guide

This table summarises the key features of the EasyEquities product, so that you can use this as a guide when reading the legal terms and conditions. This table is not a legal agreement. For a proper understanding, you must read all of the terms and conditions set out in the Agreement.

Parties	<ul style="list-style-type: none"> <li>You and EasyEquities Pty Ltd (<b>EasyEquities</b>) will trade Securities through EasyEquities' appointed AUS Broker.</li> </ul>
What are Securities?	<ul style="list-style-type: none"> <li>They are listed Securities bought via our online platform.</li> <li>The Securities are listed on a stock exchange in Australia namely, the ASX.</li> <li>We use an AUS Broker to buy, sell, clear and settle Securities bought and sold on the ASX. Your Securities are registered in the name of the Custodian with you noted as the beneficial owner and are held in safe custody by the Custodian.</li> </ul>
Regulations	<ul style="list-style-type: none"> <li>EasyEquities will act as your intermediary in arranging the purchase and sale of Securities on your behalf and in doing so will be subject to the provisions of Applicable Law.</li> <li>EasyEquities is a registered CAR with the Licensee.</li> <li>You will be subject to the provisions of Applicable Law, including AUS securities and taxation laws.</li> </ul>
Other	<ul style="list-style-type: none"> <li>Only residents of Australia may open an Account for AUS Securities with us.</li> </ul>

### Buying and Selling Securities on the EasyEquities Platform

How to buy a Security	<ul style="list-style-type: none"> <li>Place an Order for a chosen Security in AUS Dollars or number of Securities. <ul style="list-style-type: none"> <li>If you place your Order in AUS Dollars, for example AUD1 000 worth of Securities: <ul style="list-style-type: none"> <li>If the Securities are trading at AUD500 per Security you will buy 2 Securities and you will have the benefits of owning those 2 Securities.</li> </ul> </li> <li>If you place your Order by number of Securities: e.g.: 200 Securities: <ul style="list-style-type: none"> <li>You will pay for and own 200 Securities.</li> </ul> </li> </ul> </li> </ul>
How to sell a Security	<ul style="list-style-type: none"> <li>You may not sell a Security which you do not own.</li> <li>You may sell any of your Securities on the EasyEquities Platform by placing a sell Order.</li> <li>Proceeds from sales will be paid to you up to 2 (two) Business Days after the Trade date.</li> </ul>
Recurring Investments	<ul style="list-style-type: none"> <li>You may place an Order for specified Recurring Investments, subject to clause 15, to buy a pre-determined AUS Dollar value of Securities at multiple future dates.</li> <li>For example, you may set up a Recurring Investment to buy AUD1000 worth of Issuer A Securities every month.</li> <li>You must ensure that you always have enough Free Money in your Account to pay for your Recurring Investments. If the AUS Dollar value of your Recurring Investment is greater than the Free Cash balance in your Account, your Recurring Investment will fail. Your Recurring Investment may also fail due to the rounding up of the number of Securities in your Recurring Investment Order which results in the balance of the Free Money in your Account being insufficient.</li> <li>Additional Recurring Investment Fees will be payable.</li> </ul>

### What protections do you have?

Cash and Securities	<ul style="list-style-type: none"> <li>Your Securities are held in a HIN Account opened in the name of the Custodian and held in safe custody by the Custodian in terms of Applicable Law. Your Securities belong to you and will be kept separate from our estate and assets, from the estate and assets of the AUS Broker, and from the estate and assets of the Licensee.</li> <li>Your Securities will be held in an omnibus HIN together with the Securities of our other clients in a securities account opened in the name of the Custodian.</li> <li>Your cash is held in the Custodian Bank Account opened in the name of the Custodian.</li> <li>Your cash is held on a segregated omnibus basis, together with the cash of our other clients in the Custodian Bank Account in the name of the Custodian strictly in accordance with Applicable Law.</li> </ul>
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**Trading Risks**

<p>Profits and Losses</p>	<ul style="list-style-type: none"> <li>You are responsible for all Trades on the EasyEquities Platform.</li> <li>We do not give you any Personal Financial Product Advice or recommendations regarding Trades. We may provide you with General Financial Product Advice, however, please note that this has been prepared without considering your personal information and does not take into account your specific needs or objectives.</li> <li>You are responsible for any profits or losses as a result of Securities which you buy and sell.</li> <li>Engaging in this type of transaction can carry a high risk and you may lose all of your money in respect of Securities.</li> </ul>
<p><b>Charges</b></p>	
<p>What charges will be levied on my Account?</p>	<ul style="list-style-type: none"> <li>The charges that will be levied on your Account are set out in the Cost Profile.</li> <li>Your Account and your Orders will be subject to the default cost setting which means that when you place an Order on the EasyEquities Platform, the AUD amount of your Order will by default automatically exclude all costs and charges associated with your Order and you will therefore be liable to pay for these costs over and above the AUD amount of your Order. However, we may allow you to change this cost setting on the Settings Page.</li> <li>The transactional charges associated with your Trade will be displayed to you on the EasyEquities Platform before you place your Order. This means that you will be able to see the transactions costs of your Trade before you place your Order.</li> </ul>

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 This client agreement, including any Annexures, (“**Agreement**”) sets out the terms and conditions between you (being an individual, a Minor or a Corporate Body acting through its Authorised Users) (“**you**” or the “**Client**”) and EasyEquities Pty Ltd trading as EasyEquities (“**EasyEquities**” or “**we**” or “**us**”), to open an EasyEquities AUS trading account (an “**Account**” or “**AUS Trading Account**”) and receive services from us primarily through your investment in Securities via our EasyEquities Platform. We may in our sole discretion allow Minors and Corporate Bodies to open an Account acting through its Authorised Users.
- 1.2 If you are a Minor, you may enter into this Agreement, open an Account and Trade with us only with the prior written consent of one or more of your parents or legal guardians (“**Guardians**”). A copy of the Guardians Consent Form must be signed and submitted with your Application Form. Your Guardian will act as an Authorised User on your Account. If you are a Corporate Body or if you are eligible for a reduced rate of tax your Authorised User must notify us of this in writing with your Application Form.
- 1.3 EasyEquities acts as your agent for arranging to execute Trades in Securities on your behalf, where you are the beneficial owner of those Securities, are entitled to Dividends, participation in Corporate Actions and all the economic benefits and risks associated with share ownership.
- 1.4 **There are clauses in this Agreement that require your careful consideration. To assist you, those terms which may limit any of your rights, or which provide for specific acknowledgements or warranties required by/from you, are in bold font. You acknowledge that you have read and appreciated the importance of the terms and clauses in bold font.**
- 1.5 This Agreement is legally binding and all Trading under it is enforceable against either Party. **By completing your Application Form, you acknowledge that you have read the Agreement and that you fully understand its contents and you agree that all your Trading with us will be governed by the terms and conditions of the Agreement. This Agreement is subject to our standard Website Terms of Use (Annexure A), your Guardian Consent Form (if applicable), your Application Form and the FSG. You should not commence Trading with us unless you fully understand the terms and conditions of the Agreement. If you would like us to explain any of the terms and conditions to you, you can submit a query to us through our Support Portal and ask us any questions you may have.**
- 1.6 EasyEquities, ACN 632 503 416, is a Corporate Authorised Representative (“**CAR**”) (AR No. 1276104) of Sanlam Private Wealth Pty Ltd (ACN 136 960 775) which holds an AFS Licence (AFSL No. 337927) (“**Licensee**”) in terms of Applicable Law, and is authorised to provide General Financial Product Advice and act as an intermediary in arranging to execute Trades on your behalf on the EasyEquities Platform.
- 1.7 All of our dealings with you in terms of this Agreement are subject to Applicable Law, including but not limited to, the Corporations Act, the Rules of the Recognised Exchange and Australian anti-money laundering and counter-terrorism laws. If there is any conflict between the terms of this Agreement and Applicable Law, then the applicable rule or law will prevail.
- 1.8 Your Trades in Securities will be executed, cleared and settled by the AUS Broker we appoint on your behalf, subject to the provisions of Applicable Law. In terms of clause 20, your Securities will be held in safe custody on an omnibus basis together with the Securities of our other clients in a HIN Account opened in the name of the Custodian and held in safe custody by the Custodian subject to the provisions of Applicable Law.
- 1.9 **You must ensure that you understand this Agreement and the nature of our service before you begin to Trade.**

### 2. DEFINITIONS AND INTERPRETATION

#### 2.1 In this Agreement, unless the context requires otherwise:

- (1) **Account** or “**AUS Trading Account**”: Your EasyEquities AUS trading account (with corresponding account number) opened in terms of this Agreement for your Trading in AUS Securities with EasyEquities under which all your Trading is recorded and reconciled.

- (2) **Account Holder, “Client” or “you”:** means you, the person identified in the Application Form and signing this Agreement and in the context of Corporate Bodies and Minors, “**Account Holder**”, “**Client**” or “**you**” means the Corporate Body or Minor (as the case may be) acting through its Authorised User.
- (3) **Affiliate:** Any member of the Purple Group Limited group of companies, including without limitation, any subsidiary (whether direct or indirect), holding company or fellow subsidiary of any holding company of Purple Group Limited.
- (4) **Agreement:** As defined in clause 1.1, including any Annexures to the Agreement.
- (5) **Annexures:** means any annexures attached to this Agreement as may be amended or supplemented from time to time.
- (6) **Annual Recurring Investment Increase:** The percentage specified by you on the EasyEquities Platform, by which your Recurring Investment Amount will increase each year on the anniversary date of the day on which your first Recurring Investment Order was effected.
- (7) **Application Form:** The online application form on the EasyEquities Platform that you are required to complete for the purpose of applying to become a client of EasyEquities which can be found on via Website.
- (8) **Applicable Law:** means in relation to the Parties and the provisions of this Agreement, any law, regulation, rule, official directive, request or guideline of any Government, including without limitation, the Government of AUS, or any entity or regulatory body or any regulatory requirement, judgment, order or determination, codes of practice published by the regulatory bodies having jurisdiction over the Parties) and the provisions of this Agreement, including legislation which may be subordinate, derivative or otherwise.
- (9) **Applicable Foreign Exchange Rate:** The AUD to USD exchange rate actually offered to us by the FX Facilitator, plus our margin (if any – see clause 27.5(3)), on the Currency Conversion Date, which Applicable Foreign Exchange Rate will be used to calculate the US Dollar equivalent of the Requested AUS Dollar Value stated in your Currency Transfer Request, to be credited to your US Trading Account.
- (10) **ASX:** Australian Securities Exchange.
- (11) **ATO:** Australian Taxation Office.
- (12) **AUS or “Australia”:** The Commonwealth of Australia.
- (13) **AUS Broker:** Finclear Pty Ltd, the broker-dealer appointed by EasyEquities to facilitate the execution, clearing and settlement of your Trades in Securities which broker-dealer is duly registered as such pursuant to Applicable Law.
- (14) **AUS Brokerage Fees:** The fees (including without limitation, all fees and commissions levied by the AUS Broker, together with any other fees, costs and charges related to your Trades in Securities) which will be charged by EasyEquities for each Trade implemented by you on the EasyEquities Platform as set out in the Cost Profile from time to time.
- (15) **AUS Dollar or “AUD”:** The Australian Dollar.
- (16) **AUS Resident:** A person who resides in AUS and has permission to remain permanently in AUS either because they are an Australian citizen, the holder of a permanent visa, or a protected special category visa holder.
- (17) **Authorised User:** Each natural person identified in the Application Form who is either:
  - (a) in the case of a Corporate Body, duly authorised to Trade on the Corporate Body’s Account; or
  - (b) in the case of a Minor, that Minor’s Guardian, duly authorised to Trade on the Minor’s Account.
- (18) **Batch:** The batch of all Currency Transfer Requests submitted to EasyEquities by all of our clients during any given Batch Period.

- (19) **Batch Period:** The number of days or weeks determined by EasyEquities in our sole discretion during which all Currency Transfer Requests submitted to EasyEquities by all of our clients during that time will be accumulated, pending the next Currency Conversion Date.
- (20) **Business Day:** Any day other than a Saturday, Sunday or official public holiday in New South Wales, Australia.
- (21) **Calendar Day:** Any day of the week, including Saturdays, Sundays and official public holidays in New South Wales, Australia.
- (22) **CAR:** Corporate Authorised Representative.
- (23) **Client Money:** Money held on your behalf in the Custodian Bank Account under the safe custody of the Custodian in accordance with Applicable Law, from time to time.
- (24) **Company (ies):** Companies listed on any Recognised Exchanges, that may, from time to time, offer their Securities for sale.
- (25) **Contract Note:** A tax invoice issued by us to confirm the details and the terms of your Trade.
- (26) **Corporate Action:** An event in respect of an Issuer that is a Company that affects the Issuer Securities.
- (27) **Corporations Act:** Corporations Act 2001 (Cth).
- (28) **Corporate Body:** Any foreign juristic person including, without limiting the generality of the foregoing, any company, close corporation, firm, trust, government, state, agency or organ of state, society, association or partnership (whether or not having separate legal personality) acting through its Authorised Users and for purposes of this Agreement, the term Corporate Body shall exclude any non-AUS Resident that is a Corporate Body.
- (29) **Cost Profile:** The list of costs which apply to your Account with EasyEquities as published on the Website or otherwise communicated to you per clause 28 that can include, but are not limited to, costs in relation to execution fees, exchange trading fees and data fees (including the data usage fees levied by Recognised Exchanges), commissions, brokerage fees, regulatory fees, , administration fees or access fees, certain product and/or service fees (including without limitation, , Recurring Investment Fees, AUS Brokerage Fees, Currency Transfer Fees, margin on Applicable Foreign Exchange Rates, voucher fees and any other associated costs) and Account inactivity fees. In accordance with the legal or other payment demands of the Australian Taxation Office from time to time, certain costs listed on the Cost Profile may be subject to GST from time to time and you agree that the decision to charge you such GST charges is solely the right of EasyEquities, even retrospectively, i.e. where we need to backdate the GST charges.
- (30) **CSD:** in respect of the ASX means the Clearing House Electronic Sub-Register System which provides electronic settlement on the ASX or in respect of any other Recognised Exchange, CSD means any licensed central securities depository which provides electronic settlement of transactions concluded on that Recognised Exchange.
- (31) **Currency Conversion Date:** The date and time at the end of the relevant Batch Period when your Currency Transfer Request (together with all other client's Currency Transfer Requests in the same Batch) is finalised by the FX Facilitator and US Dollars are cleared into your Account.
- (32) **Currency Transfer Fee:** The fee that will be automatically debited from the Free Money in respect of the processing of each one of your Currency Transfer Requests, in accordance with the provisions of clause 27 below, and as set out in the Cost Profile.
- (33) **Currency Transfer Request:** The electronic request submitted by you via the EasyEquities Platform instructing EasyEquities to debit your AUS Trading Account with AUS Dollars and credit your US Trading Account with US Dollars in accordance with the provisions of clause 27, at the Applicable Foreign Exchange Rate.
- (34) **Custodian:** Sanlam Private Wealth Pty Ltd (ACN 136 960 775), the custodian appointed by EasyEquities to render custodial services in respect of your Securities and Client Money, which Custodian is duly registered as such pursuant to Applicable Law.

- (35) **Custodian Bank Account:** The AUD Dollar bank account held in the name of the Custodian for the purposes of holding Client Money in terms of clause 20.
- (36) **Designated Account:** The bank account listed by you in the Application Form and verified by EasyEquities, which account we will use to debit and credit payments or deductions of money related to your Trades.
- (37) **Designated Charity:** The charity listed on the EasyEquities Platform from time to time to whom you may make a Donation to when you place an Order for an Issuer Security.
- (38) **Dividend:** Any amount of money or shares or other property transferred by an Issuer which is a Company to or for the benefit of any shareholder in relation to that Company by virtue of any share held by that shareholder in that Company, whether by way of distribution, or as consideration for the acquisition of any shares in that Company or otherwise. Companies can generally choose to pay Dividends either in cash or in shares.
- (39) **Donation:** Has the meaning given to that term in clause 14.
- (40) **EasyCredits:** A credit/s which you may purchase on the EasyEquities Platform which can be used, among other things, to purchase Live Price Updates.
- (41) **EasyEquities, “we” or “us”:** EasyEquities Pty Ltd, as defined in clause 1.1, a private limited liability company with ACN 632 503 416, incorporated in accordance with the company laws of Australia.
- (42) **EasyEquities Platform:** The EasyEquities online trading platform, accessed via our Website or by any other electronic means or devices, using your personal username and password.
- (43) **EasyEquities US Trading Account Terms and Conditions.** The client agreement, including all the annexures to the agreement, which you must enter into with EasyEquities where you have also opened a US Trading Account with EasyEquities, which agreement is available on the Website.
- (44) **Execution Price:** The price at which a Trade is actually made or executed as set out in the applicable Contract Note and as contemplated in clause 12.
- (45) **Execution Queue:** The system generated random order queueing system determined by our trade execution facilities in which random order your Pending Transactions and the Pending Transactions of our other clients will be executed, determined on an individual basis (i.e. one by one) and not on an aggregate or bulk basis.
- (46) **Free Money:** The amount of Client Money reflecting in your Account which is not being used for a Trade and which may, amongst other things, be used to pay for your Recurring Investments from time to time.
- (47) **FSG:** The financial services guide pursuant to the Corporations Act which can be accessed via our Website.
- (48) **FX Facilitator:** Any party appointed by EasyEquities from time to time to facilitate your Currency Transfer Requests in accordance with Applicable Law.
- (49) **General Financial Product Advice:** General Financial Product Advice as defined in the Corporations Act.
- (50) **GST:** Goods and services tax payable to the ATO.
- (51) **Guardian:** The parent or legal guardian of the Minor, as set out in the Application Form, acting as an Authorised User on the Minor’s Account.
- (52) **Guardians Consent Form:** The form which must be completed if you are a Minor and which must be signed by one of your Guardians to confirm that your Guardian gives their consent for you to enter into this Agreement, open an Account, Trade with us and do all things necessary to comply with all of your duties and obligations under this Agreement, and in terms of which your Guardian stands surety for your debts, which can be found on our Website.
- (53) **HIN:** The unique holder identification number issued to the Custodian by the ASX for the account opened by the Custodian with the AUS Broker.



- (54) **HIN Account:** The brokerage account opened in the name of the Custodian allocated to the HIN in which the Securities belonging to you are allocated.
- (55) **Issuer(s):** Those issuers (including Companies) whose securities are listed on a Recognised Exchange that may, from time to time, offer those securities for sale.
- (56) **Issuer Security(ies):** Securities issued by an Issuer and that may, from time to time, be Traded.
- (57) **Licensee:** Sanlam Private Wealth Pty Ltd (ACN 136 960 775) which holds an AFS Licence (AFSL No. 337927) in terms of Applicable Law.
- (58) **Live Price Update:** Has the meaning given to that term in clause 13.1.
- (59) **Lock Period:** The relevant period during which we may prevent the withdrawal of certain funds from your Account, for any reason in our sole discretion.
- (60) **Minor:** A natural person as set out in the Application Form, who is under the age of 18 years and who is not an emancipated minor.
- (61) **Order:** An Order is a conditional instruction given to us through the EasyEquities Platform to either buy or sell a certain AUS Dollar amount of Securities or a certain number of Securities. An Order is merely an instruction and is not binding on us. The term "Order" includes an Order to place a Recurring Investment.
- (62) **Parties:** EasyEquities and the Client, and Party means, as the context requires, any one of them.
- (63) **Pending Transaction:** An Order which has been duly accepted by us and raised on the EasyEquities Platform but which has not yet been executed on the EasyEquities Platform for any reason whatsoever.
- (64) **Personal Financial Product Advice:** Personal Financial Product Advice as defined in the Corporations Act.
- (65) **Privacy Act;** Privacy Act, 1988 (Cth).
- (66) **Purple Group Limited:** Purple Group Limited, a public limited liability company with registration number 1998/013637/06, incorporated in accordance with the company laws of South Africa.
- (67) **Quoted Prices:** The price of a particular Security displayed by us on the Website, which price could be a delayed price, the previous days' closing price or a Live Price Update for that particular Security as quoted on the Recognised Exchange.
- (68) **Recognised Exchange:** Those external securities exchanges recognised by the World Federation of Exchanges as may be confirmed by EasyEquities for Trading on the EasyEquities Platform as published by EasyEquities on the Website from time to time, including without limitation, the ASX or any other Recognised Exchange in Australia.
- (69) **Recurring Investment:** A recurring buy Order placed by you in terms of clause 15 below via the EasyEquities Platform to buy a pre-determined AUS Dollar value of Issuer Securities at multiple future dates and at the frequency and on a day permitted by us, including without limitation, monthly, quarterly or annually.
- (70) **Requested AUS Dollar Value:** The specific number of AUS Dollars set out in your Currency Transfer Request which you instruct EasyEquities to convert into US Dollars in accordance with the provisions of clause 27.
- (71) **Recurring Investment Amount:** The pre-determined AUS Dollar value selected by you to be periodically invested in each of your Recurring Investments.
- (72) **Recurring Investment Fee:** The fee charged for each one of your Recurring Investment Orders in accordance with the provisions of clause 15.7(1) below and as set out in the Cost Profile.
- (73) **Registered Tax Agent:** A tax agent or financial adviser registered with the Tax Practitioner's Board of Australia.

- (74) **Rules:** The operating rules of a Recognised Exchange.
- (75) **Securities:** Securities as defined in the Corporations Act issued by an Issuer and listed on a Recognised Exchange, including Issuer Securities.
- (76) **Settings Page:** The page on the EasyEquities Platform which will allow you to, amongst other things:
- (a) block Trades or Recurring Investments in specified Issuer Securities either permanently or for a specified period of time; and
  - (b) to amend the standard cost settings which apply by default to your Account and your Orders in accordance with clause 22.4 below.
- (77) **Support Portal:** <https://support.easyequities.com.au/support/home> or any other URL operated by EasyEquities that gives you access to the support portal.
- (78) **Time:** All references to the time of day in this Agreement are references in the format of the 24 hour clock and relate to the time in Sydney as applicable.
- (79) **Trade or Trading:** Any transaction confirmed by a Contract Note for the purchase or sale of Securities, including any Trade or Trading in respect of a Recurring Investment.
- (80) **USD:** The United States Dollar.
- (81) **US Trading Account:** Your EasyEquities US trading account (with corresponding account number) denominated in US Dollars and opened with EasyEquities via the EasyEquities Platform and governed by the separate EasyEquities US Trading Account Terms and Conditions.
- (82) **Website:** [www.easyequities.com.au](http://www.easyequities.com.au) or any other U.R.L. owned or controlled by EasyEquities or its Affiliates that connects the public with EasyEquities.
- (83) **Website Terms of Use:** The terms and conditions which apply to your use of the Website which can be found on the Website and are attached as Annexure A.

2.2 This definitions clause is not exhaustive and you will find other terms defined elsewhere in this Agreement.

2.3 If any provision in a definition confers rights, or imposes obligations on you or us, effect is given to it as a substantive provision of this Agreement.

2.4 Any capitalised term used but not defined in any Annexure will, unless the context shows otherwise, have the same meaning as in this Agreement.

2.5 Any reference in this Agreement to a person means any natural person.

### **3. WARRANTIES AND UNDERTAKINGS**

3.1 **When you submit your Application Form to us and each time you place an Order to Trade, you represent and warrant to us that as the Client and Account Holder:**

- (1) **you are an AUS Resident;**
- (2) **you do not require any approval to open your Account under any Applicable Law;**
- (3) **to the extent that you require any approval to open your Account and commence Trading, you have obtained all necessary approvals required under Applicable Law prior to opening your Account and Trading on the EasyEquities Platform;**
- (4) **you know and understand that you open your Account of your own volition and the opening of an Account on the EasyEquities Platform and the availability of any Securities on the EasyEquities Platform shall not be**

considered a solicitation by EasyEquities to you to buy or sell Securities if such solicitation would be illegal under the Applicable Law of your jurisdiction;

- (5) you know and understand that access to the Website by you does not constitute an offer to sell Securities, a solicitation of an offer to buy Securities or a recommendation of any Security or any other product or service offered by EasyEquities on the EasyEquities Platform;
- (6) you enter into the Agreement and Trade with us as principal, in your own name, on your own behalf only for yourself and not on behalf of a third party as that party's agent or representative (unless agreed to in writing by us beforehand);
- (7) you are fully authorised and legally entitled to enter into the Agreement, to conduct Trading with us and to perform your obligations under the Agreement;
- (8) you will not use our name or any of our trademarks in any way without our prior written consent;
- (9) you are of legal age in AUS and have contractual capacity to enter into and perform your obligations under this Agreement and if you are a Minor, you have obtained the prior written consent of one or both of your Guardians and submitted to us a completed and signed Guardians Consent Form;
- (10) you will use the services offered in this Agreement, in good faith and will not perform any act, whether intentionally or negligently, to defraud or cause any direct or indirect loss, harm or damage to EasyEquities;
- (11) you will not use any electronic device, software, or any trading strategy that seeks to manipulate the manner in which we construct and/or provide our buy or sell prices;
- (12) you are not prevented by any Applicable Law from Trading on the EasyEquities Platform and when you Trade, you will comply with your obligations under Applicable Law; and
- (13) all information given by you in connection with the EasyEquities services provided in terms of the Agreement is true and correct, and EasyEquities may rely on the truthfulness and correctness of that information.

3.2 In addition to paragraph 3.1 above, if you are a Corporate Body, you represent and warrant to us that:

- (1) you are duly incorporated, registered and validly existing under the laws of Australia;
- (2) you have the power and authority to enter into, sign and execute this Agreement and to perform your duties and obligations under this Agreement;
- (3) the performance of this Agreement does not violate any Applicable Law or any agreement to which the Corporate Body is a party or which is binding on the Corporate Body or its assets.

3.3 You are responsible to ensure that each of the warranties set out above are complied with at all times because we will rely on the warranties and if at any time you are in breach of any warranty, you will be liable to us for any loss or damage which we suffer. We will be entitled, in our absolute discretion and for as long as the breach is not remedied; to close any Trade you have open at the market price prevailing at the time of closure and either close or suspend your Account for as long as the breach is not remedied.

3.4 You undertake that, throughout the duration of the Agreement, you will, as quickly as you reasonably can, (i) inform us and (ii) confirm the information in writing if:

- (1) you have reason to expect that there will be a change in your financial position as set out in your Application Form and that the expected change may, if it came to our attention, affect our decision as to whether or not to operate your Account; or
- (2) there has been an actual change in your financial position, and the change may, if it came to our attention, affect our decision as to whether or not to operate your Account; or

- (3) there is any change of your contact or any other details as set out in the Application Form.
- 3.5 Any breach of undertaking will entitle us, for as long as the breach is not remedied and in our absolute discretion, to close any open Trade you have at the market price prevailing at time of closure and either close or suspend your Account for as long as the breach is not remedied.
- 3.6 We do not give any express or implied warranty regarding the EasyEquities Platform, Website, Support Portal, telephone service or any other aspect of our service. In particular, we do not warrant:
- (1) the correctness, accuracy, timeliness, reliability or completeness of any information which we receive from third party data providers that you may obtain through the EasyEquities Platform. We will publish the information received directly from our third party data providers on the Website, but we cannot guarantee the accuracy of the information which they provide to us. You must read clause 39 of this Agreement to resolve any issues regarding Manifest Errors, as defined in that clause;
  - (2) the continued availability or uninterrupted access to the EasyEquities Platform or any of the functions of the EasyEquities Platform;
  - (3) merchantability or fitness for purpose with respect to the EasyEquities services, including the services provided by third parties in terms of this Agreement;
  - (4) faults, errors, defects, failures in the Website, other computer systems, or loss of access to your Account;  
or
  - (5) that the EasyEquities Platform will be free of viruses, bugs, trojans or any other harmful coding.
- 3.7 The AUS Broker or any Issuer whose Issuer Securities may be purchased through the EasyEquities Platform may rely on the representations, warranties, and agreements given by you in this Agreement and otherwise to EasyEquities as if that AUS Broker or Issuer were a party to this Agreement.

#### **4. TRADING VIA THE EASYEQUITIES PLATFORM**

- 4.1 The online EasyEquities Platform allows you to place Orders to purchase or sell Issuer Securities listed on a Recognised Exchange. The fact that a particular Issuer Security is listed on the EasyEquities Platform does not mean that EasyEquities is making any recommendation in relation to that Issuer Security, or that the purchase of that Issuer Security is a suitable or an appropriate investment for you. EasyEquities is not a Registered Tax Agent and we recommend that you obtain professional financial, legal and tax advice before making an investment decisions.
- 4.2 EasyEquities will not provide you with Personal Financial Product Advice. We may provide you with General Financial Product Advice, however, you acknowledge that this advice has been prepared without considering your personal information and it does not take your specific needs or objectives into account.
- 4.3 The Issuer Securities available on the EasyEquities Platform are not chosen based on current or perceived future value. **As with all securities, the Issuer Securities may gain or lose value and there is always the risk that the Issuer Securities could lose all of their value. EasyEquities does not guarantee the performance of a Security and past performance of a Security is not an indication of future performance.**
- 4.4 You acknowledge that all investment decisions are made solely by you. In addition, any information (including General Financial Product Advice) relating to particular Issuer Securities available on the EasyEquities Platform, whether provided by us or by an Issuer, will not constitute a recommendation from us regarding a particular security, transaction, or investment or the suitability or appropriateness thereof. This means that you make your own choices about investment decisions and even if you rely on information provided on the EasyEquities Platform, we will not be responsible for any losses you suffer because of investments made through the EasyEquities Platform or your reliance on information provided.
- 4.5 You agree that your Trading on the EasyEquities Platform will be subject to, and take place in accordance with, Applicable Law in effect from time to time.

## 5. APPLICATION TO OPEN AN ACCOUNT

- 5.1 Before you can Trade Issuer Securities on the EasyEquities Platform, you are required to complete an Application Form and agree to the terms and conditions set out in this Agreement. If you are a Corporate Body or are a natural person who is not tax resident in Australia and is eligible for a reduced rate of dividends tax under Applicable Law your Authorised User or you (as the case may be) must notify us in writing and the specific sections in the Application Form. If you are a Minor, your Authorised User must complete the Guardians Consent Form (which can be found on the Website) and the specific sections in the Application Form which apply to Minors and their Guardians. The Application Form is available on our Website.
- 5.2 You must complete your Application Form via the Website.
- 5.3 We are required, under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to take steps towards the prevention of money laundering and terrorist financing. We, therefore, amongst other things, need to confirm the identity of each Client and each Authorised User (if applicable) before we open your Account. We will request such information as we consider necessary to confirm and verify this information. You must provide all information to us which we reasonably require to adhere to Applicable Law in order to prevent money laundering and terrorist financing. **It is an offence under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to provide false or misleading information about your identity.**
- 5.4 When applying for an Account and submitting an Application Form you give us consent to provide this information to a third party verification service. We also reserve the right to apply ongoing measures to monitor the transactions and Trades in your Account, request additional information where necessary and close your Account, without liability if we have reason to believe that you are breaching any Applicable Law in respect of anti-money laundering and counter terrorist financing.
- 5.5 All applications to open an Account are subject to requests for further information from us or our Licensee and final approval by the Licensee's compliance department.
- 5.6 Despite the fact that we do not grant you any credit facilities or loans under this Agreement, you authorise us to carry out any credit and/or identity checks which we deem appropriate including obtaining references from your employer and bank and/or contacting a credit reference agency in accordance with Applicable Law.
- 5.7 You authorise us to give information, which may be protected by data protection legislation, including amongst others, the Privacy Act, regarding your Account and trading history to any person we reasonably determine to be seeking a credit reference in good faith for any lawful reason.
- 5.8 We will tell you, as soon as possible, that we have received the Application Form and we may make any further enquiries and request any further information which we may need.
- 5.9 **By opening an Account or continuing to Trade with us, you agree to comply with all of our anti-money laundering and counter-terrorist financing rules in terms of Applicable Law and requests for information whether from us or from our Licensee.**
- 5.10 **By opening an Account with us you authorise us to open the requisite accounts on your behalf, where applicable, with our third party service providers in terms of this Agreement.**
- 5.11 **You acknowledge that EasyEquities:**
- (1) **may decline an application in our sole and absolute discretion for an Account and need not give reasons for our decision; and**
  - (2) **does not have to grant equal terms to each customer.**

## 6. USER ID AND PASSWORD

- 6.1 If EasyEquities accepts you as a Client and agrees to open an Account in your name, you will be provided with an Account number, username (which may or may not be your own full name) and a password (together your "**Account Details**"). For online registration you may choose your own username and password (i.e Account Details).
- 6.2 You should memorise all your Account Details. You will not be considered a Client until your live Account has been duly accepted by us in terms of this Agreement. You should not keep a written record of your Account Details or give them to any other person.

- 6.3 You will contact us immediately when you become aware or suspect that:
- (1) any unauthorised person has gained access to your Account Details;
  - (2) your Account Details have been lost, stolen or misused; or
  - (3) any other breach of security has occurred.
- 6.4 You will change your Account Details immediately when you become aware of or suspect any one of the circumstances set out above.
- 6.5 We may suspend your use of the EasyEquities Platform if:
- (1) we have reasonable grounds to suspect that the confidentiality of your Account Details has been compromised or breached; or
  - (2) you tell us that you know or suspect that your Account Details may be known by, or used by, an unauthorised person.
- 6.6 You may not give permission to someone else to Trade with your Account Details unless that person is an Authorised User on your Account or you obtain our prior written approval. However, if someone uses your Account Details (irrespective of whether or not that person is doing so with your permission) you will be solely responsible for all Orders transmitted using the EasyEquities Platform, or the use of any information or services obtained or used through the EasyEquities Platform. The sole exception to your liability in this instance is where you can prove that the person using your Account Details got them from us as a result of our negligence.
- 6.7 If you are a Minor, your Guardian will act as an Authorised User on your Account and your Account may be linked to your Guardian's Account. Your Guardian will have your Account Details.
- 6.8 Corporate Bodies can authorise one or more Authorised Users to Trade on the Account. Each Authorised User will be issued with his or her own set of Account Details. Only the Authorised Users listed in the Application Form may Trade on the Corporate Body's Account. **The Corporate Body is liable for all Trades by its Authorised Users. The Corporate Body hereby indemnifies EasyEquities, the Custodian, our Licensee, our third party service providers and all Affiliates and will hold them harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from any breach by your Authorised Users of this Agreement or any Applicable Law. This means that if you or your Authorised Users do not comply with the terms of this Agreement or any Applicable Laws, you will have to pay for any of the above losses and expenses caused to EasyEquities, the Custodian, our Licensee, our third party service providers or Affiliates, or any other third party because of your breach.**
- 7. YOUR ACCOUNT**
- 7.1 For your Trading via the EasyEquities Platform, we will open an Account on your behalf. As stated on our Website, promotional materials and customer communications from time to time, you may be told of your placement into a specified customer group or you may be offered the opportunity to associate your Account with a specified customer group. Our classification of your Account this way is solely at our discretion and subject to any applicable terms and conditions that we may publish or otherwise communicate to you from time to time, both in terms of when the classification will take effect and when the classification may expire. Certain customer classifications may result in an increase, decrease, or even waiver of one or more items listed on your Cost Profile.
- 7.2 We may allow you, in our sole discretion, to earn interest, at the interest rate set out in your Cost Profile, on any Free Money reflecting in your Account. If applicable, the interest is calculated and compounded daily, at the relevant rate based on the balance of your Free Cash plus accrued interest (if any) and is accrued to your Account daily. The accrued interest will be included in your Account balance calculation, but it will not be available for withdrawal or Trading until it is credited to your Account. The interest accrued over the month is credited to your Account on the first Business Day of the following month, at which time it will become part of your Free Cash. We have the right, in our sole discretion, to change the rate of interest payable from time to time particularly to take into account changes in any factors we determine to be relevant. Any changes will be set out in your Cost Profile.
- 7.3 If your Account is inactive i.e. no Orders or Trades are placed, and/or there are no Securities held in your Account for a period longer than 24 months, your Account will be deemed dormant ("**Dormant Account**"). If applicable, Free Money in Dormant

Accounts will not earn any interest as contemplated in clause 7.2 and Dormant Accounts may be subject to an inactivity fee (as detailed in the Cost Profile).

- 7.4 **You are our customer and are personally responsible for performing your obligations under the Agreement.**
- 7.5 If we have reason to believe that someone other than you may be controlling or otherwise Trading through your Account, then we may suspend or close your Account as we see fit. The same applies if we suspect that someone other than you has a duly executed power of attorney over your Account and we have not agreed to this arrangement.
- 7.6 Clause 7.5 does not apply to Authorised Users of Minors or Corporate Bodies.
- 7.7 In addition to all of your other obligations in terms of this Agreement, your Account is at all times subject to review by the Licensee's compliance department which, in its discretion, may ask you for additional documents or other information. Your failure to provide documentation and information requested within a stipulated time may, at the election of the compliance department, result in your Account being closed immediately. Such closing may be permanent or until any and all issues are resolved to the satisfaction of the compliance department.
- 7.8 Trading with us is on an execution-only basis. This means that we arrange the execution of your Trading instructions (Orders) that you give us and that we owe you no duty in respect of the suitability of your Trading with us or to provide any information relating to your intended or actual Trades. As an execution-only client you will not be provided with Personal Financial Product Advice although we may provide you with General Financial Product Advice. **You agree and acknowledge that you will rely solely upon your own judgment in all aspects of your Trading with us and that all Trades are made at your own risk. This means that you will have no claim against us.**
- 7.9 **You agree that despite any information which may be provided to you, your Trading decisions are yours and yours only and that you warrant that you will not seek recourse against us on any basis in connection with any information given or, in your view, not given. This means that you may not institute a claim against us because of information given or not given to you by us.**
- 7.10 You will be able to monitor the status of your Account through the EasyEquities Platform or by contacting one of our traders on one of our trading lines if you cannot access the EasyEquities Platform.
- 7.11 All queries in relation to your Account should be reported to us by using the [Support Portal](#).

## **8. ACCOUNT TYPES**

- 8.1 All Accounts are "cash" accounts. This means that all Trades must be paid for with money which has cleared and is standing to the credit of your Account as Free Money. You may pay money into your Account for all purposes contemplated in this Agreement by using any of the payment options set out in clause 26.1 below. **Despite any provision, statement or communications published on the Website or set out in this Agreement, we do not extend any credit to you in terms of this Agreement, and nothing in this Agreement will be construed as creating a loan agreement or as the granting of credit by us to you.**
- 8.2 EasyEquities only provides Accounts for individuals, Minors and Corporate Bodies.

## **9. TELEPHONE TRADING**

- 9.1 If the EasyEquities Platform is not accessible due to the Website being unavailable, you may ask to Trade or otherwise give Trading instructions by telephone on one of our designated Trading lines ("**Telephone Trading Instructions**") provided that you answer all of the security questions we may ask you to our satisfaction. One of our traders will provide you with a Quoted Price, which is not an offer to enter into a contract. If you indicate that you wish to Trade at the Quoted Price during the telephone call you will be deemed to be making an offer to Trade at the Execution Price not the Quoted Price. Our trader will be entitled to confirm or reject that offer.
- 9.2 No additional cost will be levied against telephone Trading carried out during times when the Website is not available. If you wish to make use of telephone Trading when the EasyEquities Platform is accessible and the Website is available, you will be subject to an additional Telephone Trading Instruction fee, as set out in your Cost Profile.
- 9.3 Telephone Trading Instructions must be given in person to one of our authorised traders and cannot be given by leaving a message on our voicemail facilities or by email.

- 9.4 Telephone Trading Instructions to place a Trade will only be executed during the trading hours of the Recognised Exchange.
- 9.5 In order to give a Telephone Trading Instruction, you must give us the following information:
- (1) your Account Details so that we can identify you;
  - (2) a description of the Securities that you wish to Trade;
  - (3) the price at which you wish to Trade and whether you wish to “buy” or “sell”;
  - (4) the AUS Dollar amount or number of the Securities that you wish to Trade; and
  - (5) any other information we may request.
- 9.6 All calls may be recorded by us (these recordings will belong to us) and may be used by us for any purpose including, but not limited to, to confirm the details of your Telephone Trading Instructions and, where applicable, for security, regulatory, contractual and other legal requirements. **Such records will be our sole property and you accept that they will constitute evidence of the communications between us.**
- 9.7 You acknowledge that our staff work in a busy environment speaking to many customers every day. Failure on their part to recognise your voice or the fact that Trades are placed on your Account by a person who does not speak with your voice will not constitute negligence on the part of EasyEquities. It is for this reason that you must provide your Account Details as are requested by us at the time of requesting a quote over the telephone. Your Account Details are the only reliable way in which we can verify that the instructions come from you.
- 9.8 It is your sole responsibility to monitor potential profit or loss from time to time in connection with a Trade. Our traders can be under extreme pressure, particularly in periods of high market volatility and information they may provide to you concerning profit and loss in connection with a specific Trade(s) is strictly for purposes of your information only. You may not rely on any profit or loss calculation information given by our traders when determining whether to instruct us to Trade and you should instead only rely on your own monitoring and assessment of your position. **You acknowledge that you have full responsibility for any profit or loss made in connection with any instruction to Trade and you will have no claim against us.**
- 9.9 We do not have any obligation to (i) to enter into any particular transaction or (ii) to accept and act in accordance with any Order. **We are not liable to you for any loss arising out of, or related to the fact that we did not accept your Order or act on your Trading instructions. We will notify you as soon as is commercially practicable if we cannot accept your Order or act on your Trading instructions and we will tell you why.**
- 9.10 We will provide you with a Contract Note setting out the details of your Trade as set out in clause 19 below. The issuance of the Contract Note will render your Trade legally effective provided we are able to sell or buy the Security for you on the Recognised Exchange, including an Illiquid Stock as set out in clause 16.5 below. Where your Order for an Illiquid Stock is cancelled due to our inability to sell or buy the Illiquid Stock for you on the Recognised Exchange, this will render the Trade ineffective.

## 10. PURCHASES AND SALES

- 10.1 The EasyEquities Platform allows you to place an Order to “buy” that may be specified in either AUS Dollar amounts or a specified number of Securities. If the AUS Dollar amount of your Order is sufficient to pay for one or more Securities, you will be allowed to buy one or more Securities.
- 10.2 Buy Orders specified in AUS Dollar amounts may result in a balance of funds remaining, after funds have been allocated toward the purchase of Securities.
- 10.3 For example, you place an Order for AUD1 200 worth of Securities issued by Issuer X (“X Securities”). At the time of your Order, X Securities are trading at AUD500 per Security. Therefore, the AUS Dollar amount of your Order allows you to buy two X Securities and leaves you with a remaining balance of AUD200. AUD200 is not enough money to purchase an X Security (as the price is AUD500 per Security). This example excludes all costs and charges associated with your Order and you would therefore be liable to pay for these costs over and above the AUD amount of your Order.



- 10.4 The EasyEquities Platform also allows you to sell any Securities which you own, although no short selling is permitted (short selling is where you sell a security which you do not own, and this is not allowed on the EasyEquities Platform. All profits or income from the sale of Securities will be paid by EasyEquities into your Account but will not be able to be withdrawn, you may only withdraw the cash upon settlement of the Trade i.e. up to 2 (two) Business Days after the date of the Trade subject to clause 10.8. **You acknowledge that you may not withdraw the proceeds from the sale of Securities prior to the settlement of the Trade i.e up to 2 (two Business Days after the date of the Trade subject to clause 10.8.** We may allow you to use the “early settlement” function on the EasyEquities Platform, which means that we will settle your unsettled profits or income from the sale of your Securities at our own risk against the payment of the early settlement fee as set out in the Cost Profile.
- 10.5 Trades on the EasyEquities Platform may not be “real time” market Orders i.e. Orders that are executed immediately when you enter your Order. Quoted Prices and Execution Prices will be obtained and given in terms of clause 12. Therefore, Trades displayed on EasyEquities Platform may not reflect the actual underlying market trades.
- 10.6 All Trades in Securities must be cleared and settled according to the rules of the CSD and the Recognised Exchange on which the Securities are traded. We may cancel any of your Trades in Securities if the Recognised Exchange or the CSD:
- (1) refuses, fails or is unable to confirm, execute, clear and/or settle the Trade for any reason; or
  - (2) regards the Trade as a failed trade under the rules of the CSD and/or the Rules of the Recognised Exchange; or (without limiting the generality of the foregoing);
  - (3) cancels or rejects the Trade (including the delivery or receipt of any cash or Securities) for any reason whatsoever.
- 10.7 **We will not be liable for any losses, damages, costs, fees, charges or liabilities which you may incur as a result of any cancellation of your Trade in terms of clause 10.6.**
- 10.8 Despite any other clause in this Agreement, all Securities which are successfully cleared and settled by the AUS Broker, the CSD and the Recognised Exchange will be delivered to you (i.e. allocated to your Account) within 2 (two) Business Days of the date of your Trade. **We will not be liable for any losses, damages, costs, fees, charges or liabilities which you may incur as a result of any such delay in the delivery of the Securities into your Account.** Despite any such delay, your Trade will be priced at the Execution Price as contemplated in clause 12.

## 11. BUY INSTRUCTIONS AND SELL INSTRUCTIONS

### 11.1 Buy Instructions:

- 11.2 The EasyEquities Platform may also allow you to place a “buy” Order outside of the market hours of the Recognised Exchange or during an intra-day auction (“**Buy Instruction**”). If your Buy Instruction is duly accepted by us, we will raise your Order on the EasyEquities Platform and your Order will become a Pending Transaction.

### 11.3 Execution of Buy Instructions:

- (1) Buy Instructions that become Pending Transactions will be executed when the Recognised Exchange next opens for trading or once the intra-day auction has ended, subject to the place of that Pending Transaction in the Execution Queue. **You acknowledge that your Pending Transactions may therefore be delayed due to the place of the Pending Transaction in the Execution Queue, including without limitation, indefinitely.** Your Pending Transactions and the Pending Transactions of our other clients will be executed according to their place in the Execution Queue, on an individual basis (i.e. one by one) and not on an aggregate or bulk basis and subject to the further provisions of clause 16.5 which apply *mutatis mutandis*.
- (2) You agree that despite any Quoted Price, your Buy Instructions will be executed at the Execution Price, i.e. at the prevailing market price offered on the relevant Recognised Exchange at the time we execute your Pending Transaction and as reflected in the Contract Note which time will depend on your Pending Transaction's place in the Execution Queue.
- (3) You may cancel a Buy Instruction at any time, provided your Buy Instruction is still a Pending Transaction and has not been executed. You can cancel a Buy Instruction on the EasyEquities Platform by selecting the “menu” tab, then selecting the “my investments” dropdown and then clicking on “pending instructions”.

### 11.4 Sell Instructions:

11.5 We may also allow you to place a “sell” Order outside of the market hours of the Recognised Exchange or during an intra-day auction (“**Sell Instruction**”). If your Sell Instruction is duly accepted by us, we will raise your Order on the EasyEquities Platform and your Order will become a Pending Transaction.

#### 11.6 Execution of Sell Instructions:

- (1) Sell Instructions that become Pending Transactions will be executed when the Recognised Exchange next opens for trading or once the intra-day auction has ended, subject to the place of that Pending Transaction in the Execution Queue. **You acknowledge that your Pending Transactions may therefore be delayed due to the place of the Pending Transaction in the Execution Queue, including without limitation, indefinitely.** Your Pending Transactions and the Pending Transactions of our other clients will be executed according to their place in the Execution Queue, on an individual basis (i.e. one by one) and not on an aggregate or bulk basis and subject to the further provisions of clause 16.5 which apply mutatis mutandis.
- (2) You agree that despite any Quoted Price, your Sell Instructions will be executed at the Execution Price, i.e. at the prevailing market price offered on the relevant Recognised Exchange at the time we execute your Pending Transaction and as reflected in the Contract Note which time will depend on your Pending Transaction’s place in the Execution Queue.
- (3) You may cancel a Sell Instruction at any time, provided your Sell Instruction is still a Pending Transaction and has not been executed. You can cancel a Sell Instruction on the EasyEquities Platform by selecting the “menu” tab, then selecting the “my investments” dropdown and then clicking on “pending instructions”.

## 12. QUOTATIONS AND EXECUTION PRICE

12.1 We will display the price of the Securities on the Website or the EasyEquities Platform. These prices may reflect delayed prices, may be the Recognised Exchange price which was quoted by the Recognised Exchange on the previous trading day or may be a Live Price Update as requested by you (see clause 13) (“**Quoted Price**”).

12.2 Despite the Quoted Price, your Trades in Securities will be executed at the prevailing market price on the relevant Recognised Exchange for that Security at the time we execute your Trade as reflected in the Contract Note (“**Execution Price**”). The Execution Price may be different to the Quoted Price, depending on how the Security’s market price has moved during the course of the market day (or in the time taken between obtaining the Quoted Price and executing the Trade). We do not give any guarantee that the Execution Price will be at or near the Quoted Price.

12.3 Execution Pricing on the EasyEquities Platform will be done on a best execution basis i.e. we will take all reasonable steps to get the best available price for you, in accordance with your Trade Order. **You agree that EasyEquities will have no obligation to execute any Trade at the Quoted Price.**

12.4 As contemplated in this clause 12, there may be a delay between the time you place an Order and when your Trade is executed in the market. In the instance where there is a delay, the Custodian may execute your Trade at a different Execution Price to the amount which has been deducted from the Free Cash in your Account for the Trade. If there is a shortfall between (i) the funds deducted from the Free Cash in your Account and the required amount for a Trade (which is a purchase transaction) or (ii) funds owing to you and funds received from the Trade (which is a sale transaction), EasyEquities provides the shortfall of funds to the Custodian. Similarly, EasyEquities receives the upside from the Custodian if the Custodian has (i) received more funds from you than the amount required to execute your Trade (which is a purchase transaction) or (ii) receives more funds from the Trade (which is a sale transaction) than the amount which needs to be allocated to your Account as proceeds from the Trade.

- 12.5 Sometimes we may give you information on the value of your Securities based on the Security price at the closing time of the Recognised Exchange on the latest market day. Such information is for your information only and does not reflect the price you may get if you buy or sell your Securities. Where you place an Order to buy or sell any Securities, we will execute these Trades at the Execution Price prevailing at the time of execution.
- 12.6 **You acknowledge that the Quoted Prices, and information provided based on quotes, which we obtain, are obtained from sources that EasyEquities believes to be reliable but that EasyEquities does not guarantee the accuracy and completeness of those quotes or information. In addition, you represent that you will use the Quoted Prices and information solely for your own personal use related to your EasyEquities Account or Trading activity and not for professional use. You waive any claim that you might have against EasyEquities or the quote provider related to the Quoted Prices or the quote-based information on the EasyEquities Platform.**
- 12.7 **Issuer Information**  
For your convenience and easy reference we may from time to time display links on our Website to the webpages of third party data providers who provide objective data and factual information about certain Issuers. EasyEquities does not guarantee the accuracy and completeness of information on third party web pages. **In addition, you acknowledge that EasyEquities will not be liable for any losses you may suffer as a result of Issuer information provided by third party data providers and your reliance thereon, and you will hold EasyEquities harmless in this regard.**
- 13. EASYCREDITS AND LIVE PRICES**
- 13.1 We may allow you to purchase EasyCredits on the EasyEquities Platform which EasyCredits can be used to, among other things, purchase a live Security price update (“**Live Price Update**”).
- 13.2 A Live Price Update may only be requested during the market hours of the Recognised Exchange.
- 13.3 Each time you request a Live Price Update, the number of the EasyCredits which you have allocated to your Account will be reduced by each request.
- 13.4 EasyCredits are not redeemable for cash and are non-transferable.
- 13.5 **Please note that despite requesting a Live Price Update, as set out in clause 10.5, Trades on the EasyEquities Platform may not be “real time” market Orders i.e. Orders that are matched immediately when you enter your Order. Quoted Prices and Execution Prices will be obtained and given in terms of clause 12.**
- 13.6 **You acknowledge that the Live Price Updates which we obtain, are obtained from sources that EasyEquities believes to be reliable but that EasyEquities does not guarantee the accuracy and completeness of those Live Price Updates. In addition, you represent that you will use the Live Price Updates solely for your own personal use related to your Account or Trading activity and not for professional use. You waive any claim that you might have against EasyEquities or the price provider relating to Live Price Updates on the EasyEquities Platform.**
- 14. DONATIONS TO A DESIGNATED CHARITY**
- 14.1 The EasyEquities Platform may, in our sole discretion, allow you to make a donation of a designated amount to a Designated Charity when you place a buy Order for an Issuer Security (“**Donation**”). EasyEquities will pay your Donation/s to the Designated Charity by the 15th of the following month for the month in which you made a Donation/s. Where applicable, at the end of the Tax Year, you will be entitled to receive the relevant tax certificate, in respect of your Donation/s, from the Designated Charity. However, if applicable, we may provide you with your certificate via the EasyEquities Platform but we are not obliged to do so.
- 14.2 EasyEquities does not handle any tax requirements in this regard and accordingly, will not be held responsible. We are not able to provide you with any tax advice pertaining to any of the above as we are not a Registered Tax Agent. We would recommend that you obtain specific tax advice from your Registered Tax Agent or from the ATO. We will also not be responsible for notifying you of a change in tax law or practice and you should seek professional advice as to your personal tax situation.

## 15. RECURRING INVESTMENTS

15.1 We may give you the option, in our discretion, to set up a Recurring Investment, i.e. a recurring buy Order placed via the EasyEquities Platform in terms of which you buy a pre-determined AUS Dollar value of specified Issuer Securities at multiple future dates and at a frequency and on a day permitted by us, including without limitation, monthly, quarterly or annually. For example, you may place a Recurring Investment Order to “buy AUD1000 worth of Issuer A Securities every month”.

15.2 You will be liable to pay for your Recurring Investments by means of a debit against the positive balance of the Free Money in your Account. You must ensure that you have enough Free Money in your Account to pay for your Recurring Investments on the scheduled payment date. If the AUS Dollar value of your Recurring Investment is greater than the Free Cash balance in your Account, your Recurring Investment will fail. Your Recurring Investment may also fail due to the rounding up of the number of Securities in your Recurring Investment Order which results in the balance of the Free Money in your Account being insufficient. **We will not be liable for any losses resulting from these failures.**

15.3 In order to place a Recurring Investment Order, you must:

- (1) select and/or customise the AUS Dollar value of your Recurring Investment Amount;
- (2) select and/or customise the percentage Annual Recurring Investment Increase which will apply to your Recurring Investment Amount;
- (3) select the first payment date, which date must be at least 3 (three) Business Days after the date on which you placed your Order for a Recurring Investment on the EasyEquities Platform.
- (4) select the frequency of your Recurring Investment; and
- (5) select the Issuer Securities which you will purchase in terms of the Recurring Investment.

### 15.4 Execution of Recurring Investments

- (1) The provisions of clause 12 above with regards to Quotation Prices and Execution Prices will apply to all Recurring Investments concluded in terms of this clause 15.
- (2) If your Recurring Investment Order is duly accepted by us, we will raise your Order on the EasyEquities Platform and your Order will become a Pending Transaction. Your Pending Transactions and the Pending Transactions of our other clients will be executed according to their place in the Execution Queue, on an individual basis (i.e. one by one) and not on an aggregate or bulk basis and subject to the further provisions of clause 15.5.
- (3) Where your Recurring Investment is scheduled to take place on a day or at a time which falls outside of the trading hours of the Recognised Exchange, then that Recurring Investment will be raised on the EasyEquities Platform as a Pending Transaction and will be executed when the Recognised Exchange next opens for trading, subject to the place of that Pending Transaction in the Execution Queue. **You acknowledge that your Pending Transactions may therefore be delayed due to the place of the Pending Transaction in the Execution Queue, including without limitation, indefinitely.**
- (4) **You agree that despite any Quoted Price, your Recurring Investments will be executed at the Execution Price, i.e. at the prevailing market price offered on the relevant Recognised Exchange at the time we execute your Pending Transaction and as reflected in the Contract Note which time will depend on your Pending Transaction's place in the Execution Queue.**

### 15.5 Illiquid Stocks

Orders for Recurring Investments in Illiquid Stocks as defined in clause 16, will not be accepted or executed by us. In these circumstances, you agree that we may treat your Orders as Pending Transactions and we may execute your Recurring Investment Orders for Illiquid Stocks only on the earliest following Business Day on which those Illiquid Stocks become available for Trading again, i.e. when market liquidity in that Illiquid Stock allows for your Recurring Investment Orders to be accepted and executed. When the Illiquid Stocks become available for Trading again, we will accept and execute your Pending Transactions and the Pending Transactions of our other clients according to the place of such Pending Transactions in the Execution Queue. **You acknowledge that your Pending Transactions for Illiquid Stocks may therefore be delayed due to the place of the Pending Transaction in the Execution Queue, including without limitation, indefinitely.**

## 15.6 Trading Limits

- (1) You acknowledge that your Recurring Investments may be subject to trading limits in terms of clause 16 below and that your trading limits in respect of Recurring Investments may differ from the trading limits imposed on you in respect of your other Trading activities which do not constitute Recurring Investments.
- (2) We may, from time to time, in our sole discretion -
  - (a) amend your general trading limits;
  - (b) amend your trading limits for any particular Recurring Investment; or
  - (c) require that you amend the AUS Dollar value or frequency of any Recurring Investment,to comply with the applicable trading limits, we impose on you in terms of this Agreement.
- (3) **Where a Recurring Investment would breach the particular trading limits assigned to you, we will not execute that Recurring Investment, and the Recurring Investment, including those portions of the Recurring Investment which did not exceed any trading limit, will fail and we will not be liable in this regard.**

## 15.7 Fees

- (1) We will charge you a Recurring Investment Fee. The Recurring Investment Fee will be charged in addition to any other fees and costs listed in the Cost Profile. The Recurring Investment Fee will be disclosed to you on the EasyEquities Platform when you place a Recurring Investment Order. The Recurring Investment Fee is paid to EasyEquities and will be confirmed in the relevant Contract Note.

## 15.8 Termination

- (1) If you have a Recurring Investment in place in terms of this clause 13, and if you wish to cancel your Recurring Investment, you may do so by giving us notice via the EasyEquities Platform at least 3 (three) Business Days prior to the date of your next scheduled Recurring Investment.

## 16. TRADING LIMITS AND ILLIQUID STOCKS

16.1 The Issuer Securities available on the EasyEquities Platform may be subject to a prescribed maximum amount or value for purchases, as prescribed either by the Issuer or by EasyEquities.

16.2 Because of this, EasyEquities may from time to time limit the:

- (1) total value of Trades which you may execute;
- (2) total value of Trades which you may execute in a given Security;
- (3) total number of Trades which you may execute; and
- (4) total number of Trades which you may execute in a given Security.

16.3 Where applicable, EasyEquities will give you notice of the Trading limits which apply to you (and any changes to these limits) on the Website.

16.4 You may not open multiple Accounts in order to circumvent any of your trading limits, maximum trade sizes or other restrictions imposed on you in terms of this Agreement.

16.5 Some of the Issuer Securities available on the EasyEquities Platform may not be available to buy or sell from time to time due to a lack of supply or demand for that particular Issuer Security (an “**Illiquid Stock**”). Where you have placed an Order for an Illiquid Stock and we are unable to sell or buy that Illiquid Stock for you on the Recognised Exchange, we will notify you of this fact. Your Order will be cancelled and you will have to pay for any costs, fees or charges which result from the cancellation of

your Order. **We will not be liable for any losses, damages, costs, fees, charges or liabilities which you may incur as a result of any cancellation of an Order for Illiquid Stocks.**

## 17. INSUFFICIENT FUNDS OR DENIAL OF CREDIT/DEBIT CARD PAYMENTS

- 17.1 If you try to pay money into your Account from your Designated Account in accordance with clause 26 and the payment is rejected by your bank, or reversed or cancelled or reclaimed by your bank, then we may cancel or honour any transaction which is effected by you.
- 17.2 We may also close your Account and/or not allow you to execute any more Trades. See clause 25 (Security Interest and set-off) regarding our ability to sell Securities in your Account to cover liabilities, which may arise if there is not enough money in your Account to cover your debts to us after the Securities have been sold by us with the income from the sale of those Securities.

## 18. USE OF CREDIT AND DEBIT CARDS

- 18.1 In terms of clause 26.1 and this clause 18, we may allow you, in our sole discretion to utilise a debit or credit card to fund your Account for any purpose under this Agreement
- 18.2 When you are obliged to pay EasyEquities in respect of your Account or any Trading activities or if you elect to make a payment into your Account as contemplated in clause 26, we may, in our sole discretion, accept payment by credit or debit card. If we agree to accept payment by credit card or debit card, payment will be processed online through the Website by entering your credit or debit card details for authorisation. Only money received net of any bank charges will be credited to your Account. Unless specified in the Cost Profile, you will be responsible for payment of the transaction fees, charged to EasyEquities, arising from your use of a credit or debit card to make a payment.
- 18.3 We cannot guarantee that the Website will always be available. In particular, we do not warrant continued availability or uninterrupted access to the Website. **We will not be liable for any losses, damages, costs, fees, charges or liabilities which you may incur as a result of any delay or inability to effect an online credit or debit card payment caused by the Website being unavailable or inaccessible (whether temporarily or permanently).** Where you cannot make an on-line credit or debit card payment for any reason, you must satisfy your payment obligations to us using another acceptable means of payment (for example, electronic funds transfer, cash deposit or cheque). However, where you satisfy your payment obligations to us by using any other acceptable means of payment (i.e. electronic funds transfer, cash deposits or cheque), those funds will be reflected in your Account but you will not be able to withdraw those funds from the EasyEquities Platform for a period of at least 14 (fourteen) Calendar Days following the payment, transfer or deposit or until such time as we may in our discretion, decide otherwise.
- 18.4 Your personal information and credit card details will be kept secret. We have taken all reasonable steps and precautions to ensure that the credit card processing that is carried out online is safe and secure. However, we cannot be held responsible for security breaches occurring on your electronic device (personal computer or other electronic device used to browse the Website or make payments), which may result from a lack of adequate virus protection software or spyware that you may inadvertently have installed on your device.

## 19. CONTRACT NOTE AND STATEMENTS

- 19.1 You will receive a Contract Note in respect of Trades sent to your email address of record (as set out in your Application Form) unless you request (and we agree in writing) that they be sent by another method. No Trade will be valid and binding against us until you receive a Contract Note and our ability to find the Security.
- 19.2 Each Contract Note will contain the following information:
- (1) date and time of the transaction;
  - (2) identification number of the transaction;
  - (3) charges applicable to the transaction;
  - (4) Execution Price;
  - (5) amounts due to you, or from you, by EasyEquities; and

(6) settlement date for the transaction.

19.3 You can check the position of your Account and the details of your current holdings and Free Money, balances, any realised profits or losses, open Trades and Trades that were closed at any time by logging into your Account via the EasyEquities Platform or by telephoning us on one of our trading desk telephone lines.

19.4 **If you find a mistake or an error or if the details do not match your records relating to your Trade, you must notify us in writing by using our Support Portal within 48 (forty eight) hours of the Contract Note being sent. If you do not notify us within this time period, the Trades recorded as having been accepted by us in the Contract Note will be deemed to be agreed by you.**

19.5 You can download your Account statements via the EasyEquities Platform.

## 20. OWNERSHIP AND CUSTODY

20.1 When you buy Securities, you become the beneficial (true) owner of all those Securities, which Securities will be held in safe custody by the Custodian. Subject to clause 10.8, EasyEquities will make sure that you are reflected as the beneficial (true) owner of your Securities in our books of account within 2 (two) Business Days of the date of your Trade. EasyEquities will:

- (1) open a HIN Account with the AUS Broker and cause your Securities to be registered in the name of the Custodian on behalf of its clients for the holding of Securities. The HIN Account opened in the name of the Custodian will hold your Securities strictly in accordance with Applicable Law. The AUS Broker will:
  - (a) attend to the receipt and delivery of your Securities and the receipt and payment of funds owed to or by you strictly in accordance with Applicable Law; and
  - (b) administer all Corporate Actions concerning any of the Securities held in terms of this Agreement.

20.2 In addition to the custodial arrangements set out in clause 20.1 above, your cash may from time to time be held in safe custody by the Custodian in the Custodian Bank Account on a segregated omnibus basis, together with the cash of our other clients strictly in accordance with Applicable Law.

20.3 .All Securities bought on the EasyEquities Platform are protected by law in the event of an insolvency of EasyEquities and/or the AUS Broker and/or the Licensee, as all Securities are segregated from the estate and assets of EasyEquities, the AUS Broker and the Licensee and registered in the name of the Custodian. You are noted as the beneficial (true) owner of such Securities.

20.4 As the beneficial (true) owner of Securities you will:

- (1) receive all income from the Issuer on Securities held on your behalf; and
- (2) participate in all Corporate Actions in respect of Securities held on your behalf; and
- (3) exercise voting rights in respect of any Securities held on your behalf.

## 21. CORPORATE ACTIONS AND VOTING RIGHTS

### 21.1 Corporate Actions

- (1) **For the Securities registered in the name of, and held by, the Custodian, you agree that we will exercise your election in respect of all Corporate Actions and you hereby designate that your chosen elections for all Corporate Actions will be those elections as set out in this clause 21.**

- (2) If a Corporate Action is the type of Corporate Action where you have no choice as to how the Corporate Action will be effected (a "**non-elective event**") then we will give effect to the Corporate Action in the manner prescribed and as notified by the Issuer of the relevant Issuer Security.
- (3) If a Corporate Action is the type of Corporate Action where you have a choice as to how the Corporate Action will be effected, and must make your preferred election (an "**elective event**") then EasyEquities will send you a notice, to the email address stipulated in the Application Form which you submitted via the EasyEquities Platform in terms of which you will be requested to make your election within a stipulated time period stated in the notice which time period will be no later than 12pm Sydney time at least 2 (two) Business Days prior to the last day to make an election. Should you fail to make an election or to respond within the time period stipulated in the notice, we will give effect to the default election set out in the notice, and such default election will be applied to your Issuer Securities.
- (4) If a Corporate Action relates to cash Dividends:
  - (i) for Securities:
    - (A) the Dividend, minus any applicable withholding tax, in respect of Securities, will be paid by EasyEquities into your Account,
- (5) If a Corporate Action relates to a rights offer (a rights offer is an issue of rights to buy additional Issuer Securities made to the Company's existing security holders to take up further Securities in proportion to their existing holdings by way of the issue of "fully paid" or "nil paid" letters or rights):
  - (i) EasyEquities shall send you a notice, to the email address stipulated in the Application Form which you submitted via the EasyEquities Platform, in terms of which you will be requested to make an election within the stipulated time period stated in the notice which time period will be no later than 12pm Sydney time at least 2 (two) Business Days prior to the last day to make an election. Your failure to respond within the time period stipulated in the notice, may result in EasyEquities endeavouring to sell the nil paid rights on your behalf, prior to or on the last day to trade such nil paid rights. EasyEquities gives no undertaking that it will be able to sell your nil paid rights in these circumstances. In the event that EasyEquities is unable to sell such nil paid rights, you acknowledge that your nil paid rights will lapse and you will have no claim against EasyEquities for failure to sell the nil paid rights on your behalf. **You hereby indemnify EasyEquities and hold EasyEquities harmless for any losses which you may suffer as a result of any nil paid rights not being sold as contemplated in this clause.**

## 21.2 Voting rights

- (1) For Securities registered in the name of, and held by, the Custodian, EasyEquities will act on your behalf, to vote by proxy or in person (at EasyEquities' discretion) for you, in accordance with your instructions (as communicated by you to us in accordance with clause 28), at any shareholders meeting of a Company in which you hold Securities, and to vote in particular matters in accordance with your instructions (as communicated by you to us in accordance with clause 28), and to notify you in writing within 7 (seven) Business Days from when we become aware of all shareholders meetings related to:
  - (a) a cancellation of the listing of the Securities;
  - (b) any meeting having effect on the value of the Securities;
  - (c) a consolidation, amalgamation or merger of a Company in which the Securities are held;
  - (d) other take-over offers;
  - (e) insolvency;
  - (f) the subdivision, consolidation or reclassification of the Securities;
  - (g) the unbundling of the Securities by the Company;
  - (h) any meeting which may materially impact on an investment or Security; and



- (i) any meeting relating to directors' appointments; so that you may provide instructions on how to vote.
- (2) Despite the provisions of clause 21.2, notice of any meeting relating to voting for any Company in which you own Securities will be communicated to you in writing, in accordance with the provisions of clause 27, no later than 7 (seven) Business Days after receipt of a notice by us of such a meeting.
- (3) Your instructions on how to vote must reach us at least 5 (five) Business Days after receipt by you of the notice referred to in 21.2(2). If you fail to notify us (in time or at all) you hereby unconditionally and irrevocably appoint us to vote as your proxy at any meeting in any manner we deem fit.
- (4) As the beneficial (true) owner of Securities registered in the name of, and held by, the Custodian, you have the right to attend any meeting as set out in this clause 21 and vote on your own behalf. If you choose to do so, you are obliged to give us 7 (seven) Business Days' notice of your intention to do so.

## 22. CHARGES

- 22.1 The charges listed in the Cost Profile will be levied against your Account. Despite any other provision of this Agreement, charges will change and are not limited to only those charges set out in the definition of Cost Profile in clause 2.1(29). Additional charges may be charged and payable by you from time to time to make provision for any new fees, including without limiting the generality of the afore-going, any administration fees, commissions, taxes, costs, charges or any other funding costs which EasyEquities and/or the AUS Broker may become subject to or which may be associated with the performance by EasyEquities and the AUS Broker of their obligations under this Agreement. New or additional charges will be charged by EasyEquities in its sole and absolute discretion from time to time.
- 22.2 EasyEquities may amend the charges payable on your Account and the EasyEquities Platform, and may introduce new charges payable on your Account and the EasyEquities Platform, where necessary and from time to time. Details of any changes to the applicable charges will be posted on the Website. **You acknowledge that by continuing to engage in any Trading activity using the EasyEquities Platform, and following any notice of the new or amended charges, any Trades will be subject to the new or amended charges and you agree to be bound by any new or amended charges.**
- 22.3 **Without prejudice to EasyEquities' rights to recover indemnity costs under clause 34 below, and Account charges listed in the Cost Profile, if your Account has an overdue debit balance (i.e. is in arrears) and it becomes reasonable for us to refer the matter to a law firm for collection, EasyEquities has the right to add a charge which reflects our legal costs of referral to lawyers in connection with the collection of overdue accounts.**
- 22.4 **Your Account and each of your Orders will be subject to the standard cost settings which apply by default to all of our Client's Accounts and Orders. This means that when you place an Order on the EasyEquities Platform, the AUS Dollar amount of your Order will by default automatically exclude all costs and charges associated with your Order and you will therefore be liable to pay for these costs over and above the AUS Dollar amount of your Order. We may permit you, in our sole discretion to amend the default cost settings applicable to your Account and your Orders on the Settings Page. However, certain costs may in our sole discretion, never be included in the AUS Dollar amount of your Order.**

## 23. INSOLVENCY PROTECTIONS

- 23.1 This clause sets out all the ways in which your ownership of Securities are safe and protected, in the unlikely event that we suffer an Insolvency Event.
- 23.2 For the purposes of this clause:
  - (1) **"Insolvency Event"** means, in relation to EasyEquities and/or the Licensee, any of the following events or circumstances:
    - (a) an Order or declaration is made for the liquidation, winding-up, or dissolution (and, in each case, whether provisional or final) of EasyEquities or its estate or the Licensee or its estate;
    - (b) any liquidator is appointed in respect of EasyEquities or the Licensee or any material part of its instruments; and

- (2) “**Trade Profit**” means interest, Dividends, allotments, income, redemption proceeds and other distributions and payments, relating to Securities.

### 23.3 For your Securities:

- (1) All Securities bought on the EasyEquities Platform are protected in an Insolvency Event, because all Securities are segregated (i.e. kept separate) from the assets of EasyEquities and registered in the name of the Custodian. As you are the beneficial owner of such Securities, they do not at any time form part of EasyEquities’ estate or the Licensee’s estate.
- (2) Trade Profit due to you is held in the Custodian Bank Account, operated by the Custodian for your benefit. The use of this account means that all Trade Profit amounts are regarded as Client Money. In an Insolvency Event, these amounts fall outside the estate of EasyEquities and the Licensee, and are regarded as your own property.

## 24. MODIFICATIONS TO THE EASYEQUITIES PLATFORM

- 24.1 EasyEquities may in our sole discretion, change, update, or improve the EasyEquities services from time to time, but has no duty to do so. EasyEquities may also stop providing any available service to any person at any time without prior notice and may, in its sole discretion, remove Issuer Securities supported by the EasyEquities Platform (“**Discontinued Securities**”).
- 24.2 You will be able to view the Discontinued Securities held by you in your Account. You will not however be able to Trade in Discontinued Securities via the EasyEquities Platform. EasyEquities will however accept telephonic instructions to sell Discontinued Securities, but no new buy Orders will be permitted.

## 25. SECURITY INTEREST AND SET-OFF

- 25.1 The assets in your Account and all rights that you may have to claim against EasyEquities will be subject to a first, perfected, and prior lien, security interest, and right of set-off and these rights are ceded in security by you in favour of EasyEquities as security for the payment in full of any amounts owing, any indebtedness or any other obligation you may owe to EasyEquities whether in terms of this Agreement or for any other reason.
- 25.2 The assets in your Account will be held by EasyEquities as security for payment of any liability you may have towards us. You agree to pay any debt owed to EasyEquities and pay any debit balances in your Account on demand. If payment is not made within 7 (seven) days of demand, EasyEquities may sell some or all of your Securities, without prior notice, to pay for any liability. **EasyEquities will not be liable for any losses that arise out of or relate to any such actions, including tax consequences you may face as a result of such actions. In the event EasyEquities sells assets to satisfy a debt, EasyEquities reserves the right to restrict or close your Account, and to seek payment of any residual indebtedness through any legal means possible, including but not limited to, reporting such debt to credit agencies.**

### 25.3 Set-off and Netting:

- (1) We may (in addition to any general lien, right of set-off, right to combine accounts or any other right to which it may be entitled), without notice to you, set off any obligation of yours to make payment to us under this Agreement against our liability to you in respect of any credit balance (or any part thereof in such amounts as we may elect) in the Account.
- (2) On the liquidation or sequestration (whichever may be applicable) of either us or you:
- (a) all unperformed obligations of either party in terms of any transactions executed in accordance with this Agreement:
- (i) **will terminate; and**
- (ii) **will become due immediately;**
- (b) the values of the unperformed obligations will be determined; and
- (c) these values will be netted, so that only a net amount is payable to or by a party.

**26. PAYMENTS**

- 26.1 We may from time to time, and in our sole discretion, permit you to pay money into your Account for any purpose under this Agreement by means of:
- (1) using a debit or credit card, if acceptable to EasyEquities; or
  - (2) any method of immediate/electronic funds transfer which is acceptable to EasyEquities subject to clause 18.3.
- 26.2 Successful payments made in terms of clause 26.1 will be credited to your Account as Free Money. You will be responsible for payment of any transaction fees and bank charges arising from your use of any of the payment methods listed in clause 26.1.
- 26.3 If you allow your Account to go into a negative balance for any reason whatsoever, you must pay us in cleared funds, that amount of money equal to or exceeding the negative balance on your Account. If you do not correct any negative balance by 12:00 p.m. the following Business Day, this failure to pay may be an Event of Default.
- 26.4 You will also pay to us interest on any overdue amounts owing in terms of this Agreement at the rate of 5% above the RBA Official Cash Rate (OCR) base rate from time to time. We have the right to change the rate of interest payable from time to time for the purposes of taking into account changes in any factors that we think are relevant.
- 26.5 You may request that the whole or part of your Free Money be paid to you as long as the Free Money is not being used for any Trade or is subject to the provisions of clause 26.6. Except during a Lock Period, we will give effect to your withdrawal request and such Free Money standing to the credit of your Account will be paid to you. Where you do not ask for payment, we are under no obligation to, but may, at our discretion, pay such monies to you. All bank charges howsoever arising will, unless otherwise agreed, be for your account. The manner in which we pay monies to you will be at our absolute discretion, having regard to our legal duties regarding the prevention of fraud and money laundering. If requested by you, we will usually pay money in the same method and to the same place from which it was received. However, in exceptional circumstances we may consider a suitable alternative.
- 26.6 All your Free Money and other assets that we may hold on your behalf are held as security for the payment and satisfaction of all monies, other indebtedness and liabilities which you may owe to EasyEquities. The enforcement by EasyEquities of its security interest over such assets may be effected at any time in accordance with Applicable Laws and regulations. EasyEquities will at all times be entitled to exercise its right of lien, combination or set-off between accounts opened for you in its books.

**27. CURRENCY TRANSFER REQUESTS**

- 27.1 If you have a US Trading Account, we may give you the option, in our discretion, to transfer any positive balance of the Free Money standing to the credit of your Account into your USD Trading Account by submitting a Currency Transfer Request via the EasyEquities Platform. EasyEquities will debit your Account with the Requested AUS Dollar Value stated in your Currency Transfer Request and credit your USD Trading Account with the US Dollar equivalent calculated at the Applicable Foreign Exchange Rate from time to time, subject to the terms and conditions set out in this clause 27.
- 27.2 For every Currency Transfer Request, you submit via the EasyEquities Platform, you must pay the Currency Transfer Fee to EasyEquities which will be deducted from the Free Money in your US Trading Account.
- 27.3 EasyEquities will process all Currency Transfer Requests in Batches subject to certain volume and other limits imposed on the frequency and/or number of Currency Transfer Requests which EasyEquities may submit to the FX Facilitator during any given period of time. Your Currency Transfer Request will be submitted to the FX Facilitator together with all other Currency Transfer Requests received from our other clients in that Batch during the applicable Batch Period. All Currency Transfer Requests in the same Batch will be processed individually at the end of the Batch Period at the same Applicable Foreign Exchange Rate prevailing on the relevant Currency Conversion Date, despite any prevailing exchange rate quoted at the time your Currency Transfer Request was submitted.

**27.4 You warrant and represent that:**

- (1) you will only use the US Dollars in your US Trading Account for investment through the EasyEquities Platform in terms of the EasyEquities US Trading Account Terms and Conditions;
- (2) you will submit to any screening, including without limitation, any sanctions screening conducted by EasyEquities, and/or the FX Facilitator in terms of their anti-money laundering obligations under Applicable Law;
- (3) you will provide EasyEquities with all the relevant information necessary to conduct the screening in terms of clause 27.4(2) above; and
- (4) you will perform your obligations and exercise your rights in terms of this Agreement and in particular, in terms of any Currency Transfer Request, only within the parameters and rules of any foreign investment restrictions or remittance allowances to which you may be bound under Applicable Laws;

**27.5 You acknowledge and agree that:**

- (1) the Applicable Foreign Exchange Rate applied by EasyEquities to a particular Batch of Currency Transfer Requests may differ from the exchange rates quoted by other banks, third parties and financial institutions from time to time and that the Applicable Foreign Exchange Rate may fluctuate significantly between the time of submission of your Currency Transfer Request and the Currency Conversion Date. Your Currency Transfer Request may not be processed immediately and US Dollars may only reflect in your US Trading Account up to 10 (ten) Business Days after the date on which you submit the Currency Transfer Request. You acknowledge that this may expose you to currency risk due to fluctuations in the AUS Dollar to US Dollar exchange rate during the 10 (ten) Business Day waiting period; and
- (2) EasyEquities may demand further information from you relating to your Currency Transfer Request from time to time, for any reason whatsoever. You consent to and authorise EasyEquities to disclose any of your personal information and/or transaction data to any person or regulatory body in accordance with Applicable Law; and
- (3) EasyEquities' may, in its sole discretion, include its margin on the Applicable Foreign Exchange Rate and EasyEquities may change this margin on the Applicable Foreign Exchange Rate at EasyEquities' discretion, as reflected in the Cost Profile, from time to time.

**27.6 You hereby indemnify EasyEquities, the Custodian, our Licensee, our third party service providers and all Affiliates, and hold us harmless from and against any and all claims, proceedings, damages, loss, costs, and expenses relating to or arising from any Currency Transfer Request submitted by you via the EasyEquities Platform, including, without limitation, those relating to or arising from any delay, failure or refusal by the FX Facilitator to process any Currency Transfer Request, for any reason whatsoever.**

**27.7 We have the right to suspend your use of Currency Transfer Requests at any time, for any reason whatsoever.**

**28. NOTICES AND ADDRESSES****28.1 Notices**

- (1) Any notice, consent, approval or other communication in connection with this Agreement ("**Notice**") will be in writing in English.
- (2) You acknowledge and confirm that any Notice from EasyEquities made under or in connection with the Agreement may be made verbally or in writing in Notices or other communications to your last known home address, place of work, land line telephone number (including a telephone answering machine), mobile telephone (including answer phone), fax number, email address or other contact details, as provided by you in your Application Form, or subsequently amended by you.



**29. TAXES**

- 29.1 You are responsible for paying all taxes that may arise as a result of your Trading activity, whether under current or changed Applicable Law or practice and if we become responsible for making any payment or payments relating to your Trading you authorise us to deduct any such payment from your Account or otherwise require you to pay or reimburse us.
- 29.2 You do not have to provide us with your tax file number (“TFN”) and declining to do so is not an offence. If you fail to provide us with your TFN or notify us that you are eligible for an exemption from providing a TFN and we or the third party providers appointed by us in terms of this Agreement may have to deduct Pay as You Go withholding tax at the maximum marginal tax rate (plus the Medicare levy) from any income you earn from Trades, or any other service, on the EasyEquities Platform. If you elect to provide us with your TFN, you authorise us to provide this information to the relevant third party service provider appointed by us in terms of this Agreement insofar as it relates to the provision of services under this Agreement.
- 29.3 You will be responsible for paying the full amount of all taxes in respect of Securities purchased via the EasyEquities Platform. For accounting purposes, your tax liability will be rounded off to the nearest cent.
- 29.4 We will not be responsible for notifying you of a change in tax law or practice and you should seek professional advice from a Registered Tax Agent as to your personal tax situation.
- 29.5 If applicable, EasyEquities will be responsible for paying any dividends tax in respect of any and all dividends declared and paid by Issuers on Securities which shall be levied at the rate stipulated under Applicable Law in your jurisdiction, from time to time, and calculated on the amount of such dividends (“**Dividends Tax**”).
- 29.6 You also consent to and allow us to deduct any withholding tax levied in terms of Applicable Law from any and all gross dividends declared and paid to your Account and for us to only pay you the net amount of such dividends and to pay the withholding tax to the relevant taxing authority on your behalf.
- 29.7 For tax purposes, your intention when you transact determines if any gain made on a Trade is subject to income tax or capital gains tax. We cannot make this determination on your behalf. We may however provide you with a report which will summarise the gains and losses you made during a year. This report may make use of the weighted average method to calculate any gains and losses. We will take care in preparing the information, but we give no representation, warranty or undertaking and no responsibility will be accepted by us as to the accuracy of the information contained in any report we provide to you.
- 29.8 We are not able to provide you with any tax advice pertaining to any of the above. We would recommend that you obtain specific tax advice from your Registered Tax Agent or from the ATO.

**30. TRANSFER OF ACCOUNTS**

- 30.1 If you decide to transfer your Account to another broker, you may only do so by providing written instructions to transfer your Account to another broker. A transfer may only be made to an Account in your name with another broker in accordance with the provisions of Applicable Law.
- 30.2 A brokerage fee may be charged for the transfer of Securities to another broker, as listed in the Cost Profile.
- 30.3 Only Securities may be transferred. You will be responsible for the payment of any taxes, costs or expenses in respect of Securities transferred to another broker or that broker’s nominee.
- 30.4 In the event that you transfer Securities from another broker to us, we will facilitate this transfer, but we will not be liable or responsible for any tax consequences arising from such a transfer, and you will be responsible for paying all taxes that may arise as a result of the transfer. This means that you will have no claim against us in this regard.

**31. SECURITY AND CONFIDENTIALITY OF THE EASYEQUITIES PLATFORM**

- 31.1 Only authorised persons may use the EasyEquities services. EasyEquities may view, monitor, and record activity on our Websites without notice to or permission from you.
- 31.2 EasyEquities ensures compliance with the Australian Privacy Principles as set out in the Privacy Act and you can find our privacy policy on the Website. Subject to the terms and conditions of this Agreement, we will keep all of your information private and confidential unless you have given your consent or we are required or permitted by Applicable Law or in terms of our privacy policy to disclose your information.

- 31.3 You acknowledge that by opening an Account with us, you authorise us to:
- (1) process all such personal data;
  - (2) transmit any such personal data to any Affiliate for the purposes of performing the Agreement and in furtherance of our legitimate interests including statistical analysis, marketing of our services and credit control; and/or
  - (3) transmit any such personal data to any Affiliate for the purposes of marketing our services and products and the services and products of any of our Affiliates.

## **32. INTELLECTUAL PROPERTY RIGHTS**

- 32.1 You acknowledge and agree that the copyrights, trademarks, service marks and all other intellectual property or other rights to any information distributed to or received by you whether sent by us or on our behalf, by any means (including but not limited to by Internet electronic communication or mobile phone), together with any advertising media, Website or other material connected to the EasyEquities Platform and in any databases that contain or constitute the information, will remain our sole and exclusive property.
- 32.2 You will not permit or facilitate, and will take steps to prevent any sale, re-distribution, dissemination, re-publication or re-display of the information referred to in clause 32.1, however received, to any third party.

## **33. INTERNET TRADING**

- 33.1 You may only open and close Trades during our published trading hours, as found from time to time on the Website. It is your responsibility to familiarise yourself with these trading hours. We will not execute any instructions to Trade outside of these hours (and, if the EasyEquities Platform allows for a Trade entry outside these hours, we reserve the right to cancel any and all such Trade(s)). We may suspend your ability to Trade in the circumstances set out in clause 38 (Force Majeure).
- 33.2 We may reject any internet Trading instruction for any reason including, but not limited to, the fact that you do not have enough money in your Account to pay for the proposed Trade.
- 33.3 Internet Trading instructions must be accepted by us and as such we will have no liability to you if the internet connection is lost with the result that you are unable to Trade at any given price.
- 33.4 We take reasonable precautions to ensure that data created by us has been checked for viruses, but it is your responsibility to ensure that the onward transmission, opening or use of this data will not negatively affect your systems or data. Please make sure that your computer has up-to-date virus detection software and please carry out virus and other checks as you consider appropriate. We accept no responsibility for losses that you may suffer as a result of the onward transmission of viruses, from us to you.
- 33.5 The EasyEquities Platform is a sophisticated trading platform and although we take reasonable care to ensure that it operates correctly, it may be subject to errors or failures from time to time. As a result of such errors or failures, and even though we have a back-up disaster recovery site which we may operate from to reduce any risks to you, you may still experience problems with the EasyEquities Platform, including that:
- (1) you cannot Trade or communicate with us through it;
  - (2) you receive misleading or inaccurate information from it, including information about prices;
  - (3) you may not be able to open or close Trades; and
  - (4) you may not receive messages that we send you, for example Contract Notes.
- 33.6 We do not guarantee that the EasyEquities Platform will be without any problems, and you Trade on the EasyEquities Platform at your own risk of sustaining loss or damage as a result of any such problems. Such loss and damage might happen as a result of:
- (1) being unable to open or close a Trade at a particular time;

- (2) believing that you have Traded (for example by opening or closing a Trade) when our system records state that you have not, or believing that you have not Traded when our system records show that you have;
- (3) making Trading decisions (including for example decisions concerning the opening and closing of Trades) on the basis of inaccurate information about prices; and
- (4) other difficulties, misunderstandings, errors or unintended consequences caused by problems with the EasyEquities Platform.

33.7 If as a result of problems with the EasyEquities Platform our computer records differ with your records or what you remember of your Trading, the version of events recorded by our computer will apply (in the absence of dishonesty by us) and our obligations to each other (including the obligation to pay any money) will be calculated on the basis that our computer records are correct. Therefore, if you are having difficulty with the EasyEquities Platform in any way, you should telephone us as quickly as possible so that any misunderstanding or mistake can be avoided or corrected, and especially if you wish to Trade.

33.8 We have the right to remove altogether, or reduce the availability of, the EasyEquities Platform, at any time.

33.9 We strongly recommend that you keep your own records of your internet Trading instructions including details of the times, dates, and nature of your instructions. These details may be important if there is a dispute.

#### **34. INDEMNITY**

34.1 You agree to defend and indemnify EasyEquities, the Custodian, our Licensee, our third party service providers and all Affiliates, and hold them harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from any breach by you of this Agreement, any Applicable Law. This means that if you do not comply with the terms of this Agreement, any Applicable Laws, you will have to pay for any of the above losses and expenses caused to EasyEquities, the Custodian, the Licensee, or Affiliates, or any third party because of your breach. Your liability to indemnify the aforementioned parties will be reduced proportionately to the extent that a negligent or fraudulent act of either of the aforementioned parties contributed to the claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses.

34.2 Each indemnity in this Agreement is a continuing obligation, which is separate and independent from your other obligations, and will survive the termination of this Agreement.

#### **35. ASSIGNMENT**

35.1 The Agreement will operate for the benefit of you and EasyEquities. The Agreement is binding on you, us and our respective successors. You may not transfer (assign) or novate any of your rights or obligations under this Agreement to any third party, unless a director of EasyEquities or the Licensee has agreed to the transfer in writing which agreement may be withheld in our absolute discretion.

35.2 EasyEquities may, without your approval, transfer (assign) any part of its rights or obligations under the Agreement to any third party as of a date and on such terms notified to you as per clause 28. Where EasyEquities transfers rights and obligations in this way:

- (1) we will advise you of the transfer in accordance with clause 28;
- (2) you agree that EasyEquities may provide information about you (including information that may be protected by law), your Trades and Account, to the transferee (i.e. the person to whom EasyEquities is transferring its rights and obligations), disclose to a potential assignee or transferee any information about you (including information that may be protected by law) your Account and your Trades;
- (3) you will have the same rights and obligations under this Agreement against the new party as you had against us prior to the assignment, transfer or novation;
- (4) the new party has the same rights and obligations against you that we had prior to the assignment, transfer or novation;
- (5) EasyEquities, the Licensee and our third party service providers in terms of this Agreement are released from any obligations arising on or after the date of the assignment, transfer or novation.



**36. DISPUTES**

- 36.1 You must give us written details of any dispute as soon as it arises. We (being you and us) must use our reasonable endeavours to resolve any dispute arising in connection with this Agreement. Disputes must be referred to EasyEquities' compliance department. Contact information for our compliance department is listed on our Website. EasyEquities will try to settle your dispute quickly and reasonably taking into account industry practice.
- 36.2 If EasyEquities closes any Trade according to clause 36.1 above EasyEquities may recover any losses made by you on the Trade if you are contractually bound by it as though we had closed the Trade in accordance with your express instructions.
- 36.3 If we think that it is necessary, we may close any open Trade or cancel any related buy or sell Order to limit the amounts involved in the dispute.
- 36.4 EasyEquities has the right to refuse to accept any Trading instructions from you except for instructions to close existing Trades, in scenarios where there is any unresolved dispute with you.
- 36.5 if we are unable to resolve a dispute to your satisfaction, depending on its nature, you may refer your complaint to:
- (1) Sanlam Private Wealth Pty Ltd via email [SPW\\_Compliance@privatewealth.sanlam.com.au](mailto:SPW_Compliance@privatewealth.sanlam.com.au)
  - (2) the Australian Financial Complaints Authority (AFCA) by calling 1800 931 678 or by going to their website here: <https://www.afca.org.au/make-a-complaint>. Sanlam Private Wealth holds AFCA membership No: 14570

**37. TERMINATION**

You or EasyEquities may close your Account at any time. If your Account is closed, you are still responsible for all debts or obligations you owe to EasyEquities and in respect of any previous or pending Trades.

**38. FORCE MAJEURE**

- 38.1 To the extent that it becomes impossible for you or EasyEquities (a Party) to perform any obligation (other than a payment obligation) in terms of this Agreement as a result of an event or circumstance that:
- (1) was not considered when the Agreement was entered into;
  - (2) even if it was considered, cannot be guarded against or reasonably avoided,
  - (3) either Party may: advise the other Party within 5 (five) Business Days that an unforeseen event has happened, and the nature, extent, effect and likely duration of the event;
  - (4) keep the other Party updated as may be reasonably required by the other Party;
  - (5) take all reasonable action to correct or lessen the consequences (and report to the other Party); and
  - (6) continue to perform its obligations under this Agreement as soon as possible and advise the other Party when performance of the obligation again becomes possible.
- 38.2 Performance of obligations under this Agreement is suspended for as long as the event or circumstance continues to make the performance impossible.
- 38.3 If the event or circumstance continues for longer than 7 (seven) Business Days either Party may cancel this Agreement on written notice to the other Party provided that the obligation which the affected Party is unable to perform is a material obligation under this Agreement.

**39. MANIFEST ERROR (INCLUDING PRICING DATA ERRORS AND CORRECTIONS MADE BY EXCHANGES)**

- 39.1 EasyEquities quotes thousands of prices each month and there may be instances where we mistakenly provide you with an incorrect Quoted Price. The following provisions apply in the case of an obvious error having regard to all relevant market

information and conditions (including the Recognised Exchanges) and any mistake or misunderstanding of, any information source, e.g. price data information, commentator, official, official result or pronunciation (“**Manifest Error**”).

- 39.2 An error in a Quoted Price will be a Manifest Error if it is different from the price that we would normally have quoted at the time when you asked for it, having regard to the nature and size of the Trade, our pricing policy at the time, market price feeds and other data we receive, and to the state of any Recognised Exchange.
- 39.3 If at the time that you place, modify or close your Trade with us on the basis of an incorrect price where you know or suspect that the quote was wrong or you should have known that it was wrong, we have the right to declare any Trade void (i.e. invalid and unenforceable) based on the incorrect price or, if appropriate, reinstate the Trade at the correct market price.
- 39.4 To avoid any doubt, we will work on the basis that any Trade pricing error is a Manifest Error where it is based on:
- (1) an incorrect price feed from our pricing data providers;
  - (2) a pricing error generated by our own system; or
  - (3) in rare circumstances where you are able to use the EasyEquities Platform to execute a Trade outside of the market hours of the Recognised Exchange.
- 39.5 Where this happens, we will reverse or modify any Trade(s) based on the pricing error(s).
- 39.6 We also have the right to suspend any Trades in any Security, for as long as we think necessary (acting reasonably) under any abnormal conditions that affect the Recognised Exchange.
- 39.7 If a Recognised Exchange identifies an error in the price, index movement, or the like which affects the settlement price of one or more Trades and where the exchange levies additional cost on the Trade as a result of steps taken to correct the situation, we have the right to revise the outcome of any Trade(s) and adjust your profit or loss accordingly.
- 39.8 If a Manifest Error has occurred and we choose to exercise any of our rights under this clause 39, and if you have received any monies from us in connection with the Manifest Error, you agree that you owe, and must pay, those monies to us without delay.
- 39.9 In case of any dispute arising other than in connection with pricing errors or corrections made by the Recognised Exchanges, as to whether you should have known that the Quoted Price was incorrect under clause 39.3 above, you will be deemed to have known at the time when you entered into the Trade(s) in question, the true price of the Security underlying your Trade(s) or that the Recognised Exchange was not open for trading at the time of your Trade(s) executed on the EasyEquities Platform.
- 39.10 We are not liable to you for any loss, cost, claim, demand or expenses you suffer (including any indirect losses) resulting from a Manifest Error including our reversal of the Trade(s) you executed on the basis of the Manifest Error.

## **40. EVENTS OF DEFAULT**

- 40.1 An Event of Default includes all of the following:
- (1) you do not provide any payment due to EasyEquities in relation to your Trading or other dealings with EasyEquities; or
  - (2) you do not act in accordance with the terms of this Agreement; or
  - (3) you die or become a mental patient within the meaning of any applicable mental health legislation; or
  - (4) your parent or guardian revokes their consent granted in the Guardians Consent Form for you to enter into this Agreement or you cease to be an emancipated Minor; or
  - (5) you are deregistered; or
  - (6) a bankruptcy, insolvency or a business rescue petition is presented against you, or, if a partnership, in respect of one or more of the partners, or if a Corporate Body, a receiver, trustee, administrative receiver, business rescue

practitioner or similar officer is appointed in respect of the Corporate Body or a winding-up petition is issued or an order is made or a resolution is passed for the winding up of your Corporate Body (other than for the purposes of a bona fide reconstruction or amalgamation) or any act analogous to any of those events occurs in any of the jurisdictions in which you are incorporated or resident; or

- (7) you convene a meeting for the purpose of making or proposing or entering into any arrangement or composition for the benefit of your creditors (other than for the purposes of a bona fide reconstruction or amalgamation); or
- (8) any distress, execution, or other process is levied against any of your property and is not removed, discharged or paid within seven days; or
- (9) you have any security created by any form of mortgage or charge and the mortgagee and/or chargee takes steps to enforce the security; or
- (10) any debt owed by you or any partnership in which you are a member or, if a Corporate Body, any of your subsidiaries or related companies, becomes immediately due and payable or capable of being declared so due and payable, prior to its stated maturity by reason of default on the part of any person, you or any partnership in which you are a member or, if a Corporate Body, any of your subsidiaries or related companies fail to discharge any indebtedness on its due date whether to EasyEquities or not (other than a liability which you are contesting in good faith); ; or
- (11) you commit any breach of any representation or warranty that you gave to us for the purposes of opening or closing any Trade, series of Trades or Orders, or if you fail to immediately advise us if any representation or warranty subsequently becomes untrue or misleading after it has been made; or
- (12) EasyEquities reasonably believes that you will be unable to pay your debts as they fall due and action in accordance with clause 40.2 below is necessary or desirable to protect the commercial interests of EasyEquities and of its other customers; or
- (13) any payment order made by you is countermanded or returned by your bank unpaid (it will be an Event of Default should a cheque paid by you not clear on first presentation); or
- (14) an Insolvency Event in respect of EasyEquities occurs.

40.2 If an Event of Default occurs in relation to you, EasyEquities (or its administrator, receiver, trustee, business rescue practitioner or the like), without prejudice to any other right against you which it may have, may:

- (1) close, without prior notice to you, any or all of your Trades (in whole or in part) at a level based on EasyEquities' then prevailing price or, if no prevailing price, at a level which is fair and reasonable;
- (2) exercise its rights of set-off under this Agreement;
- (3) close your Account and refuse to accept any further Trades from you or undertake any Trading with you;
- (4) recover any sums which are payable by you in respect of realised losses on your Account;
- (5) charge you interest on any money due, from close of business on the date when monies first fell due until the date of actual payment at a rate not exceeding RBA Official Cash Rate (OCR)+5%; and/or
- (6) if you fail to make a payment when due, inform your partner, employer, any professional, regulatory or other organisation with which you are associated or any person who we believe to have an interest in knowing such facts of the amount of such overdue sum, the circumstances thereof, the fact that you have failed to make payment, and any other relevant facts or information. By entering into this Agreement, you expressly consent to any disclosure of this data by us in the circumstances set out herein.

40.3 If you do not pay us any money you may owe us on time, it will be treated as a continuing Event of Default and give us the right to close any or all of your Trades, in whole or in part, at any time before the money is paid. This includes the closure of any and all Trades which would be profitable to you at the time of the forced closure (where reasonably possible) to the extent necessary for you to meet your outstanding monetary obligations to us.

40.4 We do not owe you any duty to consider your interests in exercising our rights on the occurrence of an Event of Default.

40.5 You must immediately give notice to EasyEquities if you have reason to believe that an Event of Default has occurred in relation to your Account or if you have reason to believe that an Event of Default will occur.

#### **41. MARKET ABUSE**

41.1 EasyEquities will frequently hedge its potential liability to you by entering into transactions with other institutions. The results of us doing this is that when you place a Trade it may, through our hedging transaction, influence the price of the underlying Security on the Recognised Exchange and impact our own Quoted Price for that Security. This creates a possibility of market abuse and the purpose of this clause is to prevent such abuse. **You represent and warrant to EasyEquities and agree that each such representation and warranty is deemed repeated each time you open or close any Trade that:**

- (1) **you will not place and have not placed any Trade(s) with EasyEquities relating to a particular Security if placing these Trades would result in you or other people with whom you are acting in concert, having an exposure to that Security which is equal to or exceeds the amount of a declarable interest in the Security. (Declarable interest is that level set by the Recognised Exchange(s) on which the underlying Security is listed);**
- (2) **You will not place and have not placed any Trade(s) in connection with:**
  - (a) **a placing, issue, distribution or other similar event; or**
  - (b) **an offer, take-over, merger or similar event;**

**in which you are involved or otherwise interested whether directly or indirectly; and**

- (3) **You will not place or have not placed any Trade(s) that violates any law against any form of market manipulation whether in terms of Applicable Law or otherwise (including without limitation, any prohibitions relating to insider trading, price manipulation, entering orders to buy or sell Securities which involve no change in the beneficial ownership of those Securities or effecting or assisting a market corner). You agree that your Trading with us will be treated as dealing in Securities within the meaning of applicable anti-fraud provisions of the country of the Recognised Exchange and/or of incorporation of EasyEquities and any other country which may be able to legally take action against you and/or us on the basis of the violation of such anti-fraud provisions.**

41.2 In the event that you place any Trade(s) in breach of the representations and warranties given in clause 41.1 above or we suspect that you have done so, EasyEquities may:

- (1) close any Trade(s) that you may have open at the time;
- (2) enforce the Trade(s) against you in order to recover any losses attached to that/those Trade(s); or
- (3) where you have made a profit on such Trade(s), treat the Trade(s) that we close as void in terms of this clause, unless you are able to prove that you have in fact not committed the breach of warranty and/or misrepresentation. If you do not prove your compliance to the representation or warranty within one week of the closing of the Trade, the Trades will be finally treated as null and void between us.

41.3 You acknowledge that EasyEquities may not transfer voting rights relating to any Security held by EasyEquities or otherwise be allowed to influence the exercise of voting rights held by us or on our behalf.

#### **42. ADJUSTMENTS AND TAKEOVERS**

42.1 **"Market Events"** are any declaration by an Issuer which is a Company of the terms of any of the following:

- (1) a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalisation or similar issue;
- (2) a distribution to existing holders of shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer in equal proportion with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase,

subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by us;

- (3) any other event in respect of the shares similar to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares; or
- (4) any event similar to those described above that has a diluting or concentrating effect on the market value of any financial instrument not based on shares.

42.2 If there is a Market Event, you agree that we may deal with your Orders or Trades in good faith in order to preserve the economic equivalent of the rights and obligations of both of us in relation to such Trades immediately before that Market Event. In order to do this, we may either:

- (1) vary the terms of your Trade; or
- (2) cancel and/or close out the Trade on notice to you.

42.3 Any adjustment as set out in clause 42.2 above will be effective from the date determined by us. We will inform you of any adjustment or amendment as soon as possible.

42.4 If at any time a take-over offer is made in respect of an Issuer which is a Company, then at any time before the closing date of that offer we may give notice to you of our intention to close any open Trades relating to that Company's Securities. The date of such notice will be the closing date and we will notify you of the closing price.

42.5 In the event of a special dividend we may make an appropriate adjustment (including a retrospective adjustment i.e. one that applies to past Trades) to the opening price of a Trade.

42.6 Where you have an open sell Trade on a single Security and that Security is recalled resulting in the closure of our hedged position, we have the right to close your Trade at our then prevailing buy quote without giving prior notice to you.

### **43. SUSPENSION AND INSOLVENCY**

43.1 If at any time trading is suspended in any Security which is the subject of an open Trade then that Trade will be valued at the mid-price quoted by us at the time of suspension. Where the suspension continues for 2 (two) Business Days, we may agree a closing date and a closing price, which price will be the closing price for that Trade. Where we do not agree on a closing price or closing date, any affected open Trade will stay open until the suspension is terminated or until, where the Security is in respect of a Company, that Company goes into insolvency or is otherwise dissolved. We have the right at all times during the term of an open Trade where the Security is suspended to adjust the mid-price quoted by us.

43.2 If a Company, whose Securities represent all or part of the subject matter of an open Trade goes into insolvency or is otherwise dissolved, we will treat the day on which the Company goes into insolvency or is otherwise dissolved as the closing date of that Trade. The closing price will be the value of any distribution a holder of a Security of the same type as the Security underlying the Trade would receive.

43.3 EasyEquities has the right at all times when your Trades are suspended under this clause 43, to revalue the price of that Trade.

### **44. BREACH**

44.1 Should either Party ("**Defaulting Party**") breach (fail to comply with) any of the provisions of this Agreement, then the other Party ("**Aggrieved Party**") may give the Defaulting Party 7 (seven) Business Days written notice or such longer period of time as the Aggrieved Party may specify in the notice, to comply or correct the breach. If the Defaulting Party fails to comply with the notice, the Aggrieved Party may:

- (1) claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations that are due for performance under the Agreement; or
- (2) cancel this Agreement upon written notice to the Defaulting Party where the breach constitutes a material breach (a material breach is one that defeats the purpose of the Agreement),

in either event without prejudice to the Aggrieved Party's right to claim damages or to exercise any other rights that the Aggrieved Party may have under this Agreement or in law.

44.2 Without detracting from the provisions of clause 44.1, the Aggrieved Party may cancel this Agreement at any time by giving to the Defaulting Party notice of the cancellation if:

- (1) the Defaulting Party commits a material breach of this Agreement which cannot be corrected;
- (2) the Defaulting Party is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory sequestration, winding-up, judicial management, business rescue or the equivalent of any of these in any country;
- (3) a judgment against the Defaulting Party which cannot be appealed; or
- (4) the Defaulting Party makes or offers to make a general assignment or any arrangement or composition with or for the benefit of its creditors generally (or any class of its creditors) for releasing it wholly or partially from its debts.

44.3 Any cancellation of this Agreement by the Aggrieved Party will be effective once a cancellation notice has been received by the Defaulting Party (in the case of a material breach) or the date of the breach (in circumstances mentioned in clauses 44.1(2), 44.2(3) or 44.2(4)).

44.4 Any cancellation is without prejudice to any claim that either Party may have in respect of any breach of the terms and conditions of this Agreement by the other Party arising before the Agreement was cancelled.

## **45. VARIATION OF THIS AGREEMENT**

45.1 This Agreement may be varied by EasyEquities at any time. The variation will be effected by publishing the new version of the Agreement on the Website and will apply to all your Trading with us as from 10 Business Days after the date of publication unless it is impracticable in the circumstances to do so.

45.2 Alternatively, we may notify you by email whenever a variation of this Agreement is made and provide you with details of same and when such variation will take effect and, if necessary, where you can find a copy of any new version of the Agreement on the Website. You may request, at any time, that we send you a paper copy of the varied Agreement.

45.3 You acknowledge that by continuing to have an Account with us, you agree to be bound by any new version of the Agreement, published on the Website, emailed to you or delivered to you in hard copy or by any other manner from time to time.

45.4 Any amended Agreement, as published on our Website, will supersede any previous agreement on the same subject matter and will govern any Trade or Order entered into after, or outstanding on, the date the amended Agreement comes into effect. It is therefore your responsibility to ensure that you are aware of the latest version of the Agreement as published on the Website before opening any new Trade.

## **46. GENERAL**

46.1 This Agreement is the whole agreement between the Parties.

46.2 No indulgence by a Party to another Party, or failure to enforce the terms of this Agreement, will be interpreted as a waiver or be capable of founding an estoppel (estoppel is a legal principle which allows a court to stop a litigant from taking an action which he/she would otherwise be able to take).

46.3 The Parties will do everything reasonable to ensure the effectiveness of this Agreement and the performance of their obligations under the Agreement.

46.4 If a term of this Agreement is illegal or unenforceable, that particular term may be cancelled and the remaining terms of the Agreement will still operate.

46.5 This Agreement is governed by the laws of New South Wales, Australia.

46.6 The Parties consent and submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia in regard to all matters arising from this Agreement.

- 46.7 This Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement. Signature of this Agreement by the Parties sent electronically by fax, email or by electronically accepting the terms and conditions on the EasyEquities Platform and/or Website will be treated as the Party's original signatures for all purposes under this Agreement. Sending copies of this Agreement and the pages requiring signatures by fax, by email in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original appearance of the Agreement, or by a combination of these methods, will be effective execution and delivery of this Agreement to the Parties and may be used as an original Agreement for all purposes. You acknowledge that by continuing to have an Account with us or engage in any Trading activity using the EasyEquities Platform, you agree to be bound by the latest version of the Agreement, published on the EasyEquities Platform and/or the Website, emailed to you or delivered to you in hard copy or by any other manner from time to time.
- 46.8 You authorise EasyEquities to telephone, email or otherwise contact you at any time in order to discuss any aspect of EasyEquities' or its Affiliates' business(es).

#### **47. US TRADING ACCOUNT**

- 47.1 If you are an existing Client of ours, we will automatically provide you with a US Trading Account on the EasyEquities Platform when you open an Account with us.
- 47.2 If you do not have an existing Account with us and you wish to open a US Trading Account, you are required to open a US Trading Account with us by following the procedures set out in clause 5 of the EasyEquities US Trading Account Terms and Conditions.
- 47.3 **By opening an Account with us, you acknowledge and agree that you have read and understood the EasyEquities US Trading Account Terms and Conditions and you agree to be bound by the terms and conditions therein in respect of your US Trading Account.**

## 1. Agreement between you and EasyEquities

The EasyEquities Website is comprised of various Web pages operated by EasyEquities.

The EasyEquities Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the EasyEquities Website constitutes your agreement to all such terms, conditions, and notices.

## 2. Modification of these terms of use

EasyEquities reserves the right to change the terms, conditions, and notices under which the EasyEquities Website is offered, including but not limited to the charges associated with the use of the EasyEquities Website.

## 3. Links to third party sites

The EasyEquities website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of EasyEquities and EasyEquities is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. EasyEquities is not responsible for webcasting or any other form of transmission received from any Linked Site. EasyEquities is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EasyEquities of the site or any association with its operators.

## 4. No unlawful or prohibited use

As a condition of your use of the EasyEquities Website, you warrant to EasyEquities that you will not use the EasyEquities website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the EasyEquities Website in any manner which could damage, disable, overburden, or impair the EasyEquities Website or interfere with any other party's use and enjoyment of the EasyEquities Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the EasyEquities Websites.

## 5. Use of credit and debit cards

Whenever you are required to make a payment to EasyEquities in respect of your account with EasyEquities or any trading activities we may accept payment by credit or debit card. If we agree to accept payment by credit card or debit card, payment will be processed online through the EasyEquities Website by means of entering your credit or debit card details for authorisation. Only funds received net of any bank charges will be credited to your account. Unless otherwise specified in the Cost Profile (as published on the EasyEquities Website), you will be responsible for payment of the transaction fees, levied against EasyEquities, arising from your use of a credit card to make payment.

We cannot guarantee that the EasyEquities Website will always be available. In particular, we do not warrant continued availability or uninterrupted access to the Website. **You hereby indemnify us against any losses, damages, costs, fees, charges or liabilities which you may incur as a result of any delay or inability to effect an online credit or debit card payment caused by the Website being unavailable or inaccessible (whether temporary or permanently).** Where you are unable to effect an on-line credit or debit card payment for any reason, you are obliged to satisfy your payment obligations to EasyEquities using another means of payment acceptable to us (for example, electronic funds transfer, cash deposit or cheque where acceptable).

Your personal information and credit card details will be kept in the strictest confidence. We undertake that we have taken all reasonable precautions to secure the credit card processing that is carried out online. However, we cannot be held responsible for security breaches occurring on your electronic device (personal computer or other electronic device used to browse the Website or effect payments), which may result due to the lack of adequate virus protection software or spyware that you may inadvertently have installed on your device.



## 6. Use of communication services

The EasyEquities Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- (1) Publish post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- (2) Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- (3) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- (4) Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- (5) Conduct or forward surveys, contests, pyramid schemes or chain letters.
- (6) Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- (7) Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- (8) Restrict or inhibit any other user from using and enjoying the Communication Services.
- (9) Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- (10) Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- (11) Violate any Applicable Laws or regulations.
- (12) EasyEquities has no obligation to monitor the Communication Services. However, EasyEquities reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. EasyEquities reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

EasyEquities reserves the right at all times to disclose any information as necessary to satisfy any Applicable Law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in EasyEquities sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. EasyEquities does not control or endorse the content, messages or information found in any Communication Service and, therefore, EasyEquities specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized EasyEquities spokespersons, and their views do not necessarily reflect those of EasyEquities.

## 7. Materials provided to or posted at any EasyEquities website

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

EasyEquities does not claim ownership of the materials you provide to EasyEquities (including feedback and suggestions) or post, upload, input or submit to any EasyEquities Website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting EasyEquities, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. EasyEquities is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in EasyEquities sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## 8. **Liability disclaimer**

The information, software, products, and services included in or available through the EasyEquities Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. EasyEquities and/or its suppliers may make improvements and/or changes in the EasyEquities Website at any time. Advice received via the EasyEquities Website should not be relied upon for personal, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

EasyEquities and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the EasyEquities Website for any purpose. To the maximum extent permitted by Applicable Law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. EasyEquities and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by Applicable Law, in no event shall EasyEquities and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the EasyEquities Website, with the delay or inability to use the EasyEquities Website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the EasyEquities Website, or otherwise arising out of the use of the EasyEquities Website, whether based on contract, delict, negligence, strict liability or otherwise, even if EasyEquities or any of its suppliers has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the EasyEquities Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the EasyEquities Website.

SERVICE CONTACT: [helpme@easyequities.com.au](mailto:helpme@easyequities.com.au)

## 9. **Termination/access restriction**

EasyEquities reserves the right, in its sole discretion, to terminate your access to the EasyEquities Website and the related services or any portion thereof at any time, without notice.

**10. General**

These terms and conditions will be governed and construed in accordance with the laws of New South Wales, Australia without reference to any conflict of law provisions and you agree that the New South Wales, Australian courts shall have exclusive jurisdiction to determine any matter or dispute in connection with or arising out of this Website and these terms of use. You agree that no joint venture, partnership, employment, or agency relationship exists between you and EasyEquities as a result of these terms of use or use of the EasyEquities Website. EasyEquities performance under these terms of use is subject to existing laws and legal process, and nothing contained in these terms is in derogation of EasyEquities right to comply with governmental, court and law enforcement requests or requirements relating to your use of the EasyEquities Website or information provided to or gathered by EasyEquities with respect to such use. If any part of these terms are determined to be invalid or unenforceable pursuant to Applicable Law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms shall continue in effect. Unless otherwise specified herein, these terms constitute the entire agreement between the user and EasyEquities with respect to the EasyEquities Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and EasyEquities with respect to the EasyEquities Website. A printed version of these terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these terms and all related documents are drawn up in English.

**11. Interception and monitoring**

You agree that your communications on this Website may be intercepted, as defined in the Regulation of Interception of Communications Act 70 of 2002 (as amended), by the Owner or any other competent authority.

**12. Privacy**

Your use of the Website is further subject to the provisions contained in the Statement of Privacy published on the EasyEquities Website.

**13. Copyright and trademark notices:**

All titles, content, trademarks, artwork, and associated imagery are trademarks and/or copyright material of their respective owners. All rights reserved.

**14. Trademarks**

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