Terms and Conditions

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Selfwealth Pty Ltd
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Selfwealth by Syfe

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Selfwealth

Terms and Conditions

This document is presented in 4 sections:

- Part A: Registration
- Part B: Self-Directed Services
- Part C: Adviser Services
- Part D: General Terms

Refer to the details below to ensure you have read and understood all sections which apply to you, based on your registration type.

Self-Directed Investors

You are a Self-Directed Investor if you have registered for your Selfwealth trading Account directly with Selfwealth via our website and completed the online application form.

Adviser and Advised Clients

You are an Adviser if you have registered your Australian Financial Services Licence (AFSL) and executed an AFSL Access Agreement with Selfwealth.

You are an Advised Client if you registered for a Selfwealth Trading Account via your financial adviser who is registered with Selfwealth under the Adviser Services Platform.

Users	Sections which apply based on your Registration type
Self-Directed Investors	Part A, page 5 Part B, page 8 Part D, page 38
Adviser and Advised Clients	Part A, page 5 Part C, page 23 Part D, part 38

Part A:

Registration

Registration and Services

This section applies to all Self-Directed Investors, Advisers and Advised Clients.

1. Your acceptance

a) These are the terms and conditions (Terms) on which SelfWealth Pty Ltd ABN 52 154 324 428 (AFSL 421789) (referred to as Selfwealth, we, us, our) permits Users (collectively referred to as you, your, User) to use the following Selfwealth Services.

i) access and use the public elements of our website www.selfwealth.com.au (Website);

ii) access and use the Investor only elements of the Website, Australian Trade Service and International Trade Services;

iii) make use of the trading, portfolio and performance management solution provided by us (Solution) by any means (including through the Website);

iv) in the case of Advisers:

A) access and use the Adviser Platform only elements of the Website, Australian Trade Service and International Trade Services;

B) make use of the Solution on behalf of their Advised Clients as part of their access and use of the Adviser Platform only elements of the Website;

v) view or interact with any content, information, communications, advice, text, or other material provided by us through the Website, App, Solution, Australian Trade Service or International Trade Service (Content); and

vi) communicate with us,(collectively, the Selfwealth Services).

b) Unless otherwise specified, each of the Terms apply to each User.

c) You agree to be bound by these Terms by using, browsing or accessing any part of the Selfwealth Services. If you do not accept these Terms, you must not use the Selfwealth Services.

d) We may from time-to-time review and update these Terms, including to take account of new laws, regulations, products or technology. Your use of the Selfwealth Services will be governed by the most recent Terms posted on the Website. Where we make a material change to the Terms which is likely to have a materially adverse impact on your use of the Selfwealth Services, we will provide you with 10 Business Days' prior written notice via email or via the Solution that the updated Terms are available on the website.

We may provide you with a shorter period of notice and notice may be provided after the change has come into effect, if the change is required by Applicable Law, benefits you, or does not put you at a disadvantage. If you do not accept the updated Terms, you should cease using the Selfwealth Services. By continuing to use the Selfwealth Services after the end of the notice period, you agree to be bound by the updated Terms.

2. Changes to the Selfwealth Services

a) Where we make a material change to the Selfwealth Services we will provide you with 10 Business Days' prior written notice via email or via the Solution.

3. AML/CTF Obligations

You acknowledge and agree:

a) In order for Selfwealth to meet its obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and associated Rules (AML/CTF obligations), Selfwealth is required to collect personal information to verify the identity of its Users as well as certain information about the beneficial owners of the Users;

b) Conducting an electronic verification of your identify may involve Selfwealth disclosing your Personal Information which you provide us:

   i) to the issuer of your identity record (e.g. driver's license or passport) via third-party providers which utilises the government managed Document Verification System (DVS); and/or

   ii) to a Credit Reporting Body and/or approved third-party data source to verify your identity and obtain an assessment of whether the information you have provided to us including your name, residential address, and date of birth matches the information provided by the Credit Reporting Body and/or approved third-party data source.

c) Selfwealth is not liable for any loss incurred by you as a result of any action of Selfwealth which either delays a Selfwealth Account being opened or results in an Application being declined, when these actions are necessary for Selfwealth to comply with its AML/CTF obligations;

d) Selfwealth may request further information from you from time to time to verify:

   i) your identity or your status as a politically exposed person (PEP) and/or an associate of a politically exposed person (PEP); and/or

   ii) the source of monies credited or to be credited to your Selfwealth Account; and/or

   iii) any trading activities undertaken on your behalf or other services provided to you; and

   iv) you agree to provide Selfwealth with whatever additional information is reasonably required in order for, Selfwealth to meet its AML/CTF obligations generally.

e) to allow ANZ to disclose to us any Personal Information related to you which has been obtained by or held by ANZ and disclosed as part of the Enhanced Balance and Transaction Reporting Program, in accordance with ANZ's Privacy Policy, as is displayed on the ANZ website at www.anz.com.au/privacy/centre/policy/; and

f) that Selfwealth may use and disclose your Personal Information which has been obtained by or held by us for the purpose of compliance with AML/CTF Obligations, including to disclose it to a regulator, ANZ, the Broker or the International Broker.

Part B:

Self-Directed Services

This section applies to Self-Directed Investors who wish to access the Australian Trade Service or the International Trade Service.

4. Nature of the Solution

a) The Solution is intended to provide Investors with self-directed tools to manage their Portfolio and investment performance.

b) The Solution provides the following functionality:

i) Investors can enter information about their existing Portfolio manually, in accordance with clause 44 'Portfolio Information'.

ii) Investors can view the End of Day Prices of Available Investments;

iii) Investors can track the historical performance of their existing Portfolio or any other Portfolio of Available Investments;

iv) Investors will make their existing verified Portfolio (including the Available Investments which it contains and its historical performance) visible to other Investors on an anonymous basis (Peer Portfolios);

v) Investors can track and compare the historical performance of Peer Portfolios.

vi) Investors can Watch unlimited Peer Portfolios.

vii) While Watching a Peer Portfolio, an Investor:

A) can view the Available Investments which it contains;

B) will be notified of any changes to the Available Investments which it contains; and

C) can use the Peer Portfolio to create a Portfolio for the Investor;

viii) tools for tracking and comparing the historical performance of Portfolios and Available Investments. Comparisons between Portfolios may exclude certain Portfolios which Selfwealth considers cannot be reliably compared (including Portfolios which have been recently entered into the Solution);

ix) a Data Feed Service which allows for the sharing of your trading, brokerage and cash transactions data (Portfolio Information) to be shared to your nominated 3rd party software provider(s); and

x) subject to these Terms, access to the Australian Trade Service or International Trade Service.

5. Becoming a Self-Directed Investor

a) You may apply to become a Self-Directed Investor by completing the online Application Form and providing all required information. Selfwealth may accept or reject your application in its sole discretion.

b) If your application to become an Investor is accepted, you grant Selfwealth a limited power of attorney to undertake and carry out certain actions on your behalf in relation to your Selfwealth Trading Account as detailed in the Applicant Declaration of the Application Form(s). For the avoidance of doubt, the power of attorney authorises Selfwealth to carry out actions including (but not limited to) transferring your Portfolio Holdings (and, where applicable, Cash Balance or International Cash Balance) from one Broker or International Broker to another.

c) If your application to become a Investor is accepted, and you elect to subscribe to one of Selfwealth's subscription membership options and if any Subscription Membership Fee is payable, such Subscription Membership Fee must be paid:

   i) Monthly or annually in advance;

   ii) by providing Selfwealth with credit card details or making payment in advance by direct debit from your AUD Cash Balance; and

   iii) in accordance with any other requirements contained in the Application Form.

d) At any time Selfwealth may vary the Subscription Membership Fee by giving you [10] business days' prior written notice via email or the Solution. The amended Subscription Membership Fee will take effect from the next subscription membership period following the expiry of the notice period.

e) Failure to pay the Subscription Membership Fee within 10 Business Days after it is due for payment constitutes a material breach of the Terms and will entitle Selfwealth to revoke access to subscribed features. We will notify you in writing via email or via the Solution that payment has not been received.

f) If Investors pay an annual Subscription Membership Fee they:

   i) must complete the online Application Form authorising a payment in advance, available at www.selfwealth.com.au; and

   ii) are entitled to the number of Trades specified through the offer as part of the annual Subscription Membership. Any unused Trades at the end of the 12-Month period will expire.

g) If an Investor participates in an introductory offer or free trial for which there is no Subscription Membership Fee payable, the period for which no fee is payable will be a minimum of 14 days.

h) Selfwealth does not offer refunds on any monthly Subscription Membership Fees where an Investor elects to cancel their monthly paid subscription membership. The subscription membership will continue to the end of the current billing cycle and then revert to the standard Trading Account (no subscription membership fee). Refunds are available for [annual] Subscription Membership Fees in respect of any unused whole months in your subscription membership year.

i) Subscribing to one of Selfwealth's annual subscription membership options is subject to a 30 (calendar) day cooling off period. You will be entitled to a partial refund if you cancel within this time. The value of the refund will be

calculated on the remaining 11 months of your subscription membership, less the value of any free trades used during the cooling off period.

j) If you switch between one of the paid subscription membership options halfway through a billing cycle, your next bill will be adjusted on the following basis:

   i) A credit is applied for the unused portion of the existing subscription membership option;

   ii) The cost of the new plan will be charged for the remaining period of the current billing cycle; and

   iii) Changes to all features and services will be applied immediately.

k) From time to time, Investors may be entitled to Bonus Trades. Such Bonus Trades will be on the terms specified through the Solution and may be restricted to certain Available Investments and subject to expiry dates specified by us.

6. Cancellations of Subscription Membership and Refunds

a) You may cancel your paid subscription membership and revert to a standard membership option at any time with changes taking effect from the next billing cycle.

b) Where we give you notice that we intend to make a material change to the Terms under clause 1(d), you may terminate your subscription membership. Where you do so during an annual subscription membership period, you will be entitled to a pro-rata refund of your annual Subscription Membership Fee.

7. Data Feed Services

a) By registering for Selfwealth's Data Feed Service you are instructing us to share your Portfolio Information data with your nominated third-party software provider(s) (each a Third Party Provider). In those circumstances, you consent, and represent and warrant that you have obtained all necessary consents and authorisations from any other persons whose information (including personal information, as defined under the Privacy Act 1988 (Cth)) is contained within the data, to share and allow us to share, data and information with the selected Third Party Providers through the Data Feed Services.

b) We are not responsible for the data or the actions of such Third-Party Providers once the data is in their possession, including the security or use of that data and will not be liable for any loss you may incur as a result of the Third Party Provider's use or misuse of information it receives from us.

c) You can instruct us to cease sharing your Portfolio Information data to the Third Party Provider via the Solution, in which case we will cease within 5 days, or as reasonably practical, after receiving your instruction. However we cannot withdraw, and do not have control over, the data that has already been provided to Third Party Providers.

d) If you have any questions or concerns regarding the use or storage of the data by the Third-Party Provider or wish to withdraw consent for the Third Party Provider to hold the data, you will need to contact the Third Party Provider directly.

e) At any time, we may need to interrupt or suspend the Data Feed Services to perform maintenance on or generally review, investigate or resolve

incidents or issues in relation to, Selfwealth's system including the Data Feed Services. Where possible, Selfwealth will provide advance notice of any anticipated periods of interruption or maintenance, however unexpected interruptions or outages may occur to the Data Feed Service from time to time, such that advance notice may not be given to Investors.

f) We take reasonable care to ensure that the Portfolio Information sent via the Data Feed Service is accurate and up-to-date at the time of transmission to Third Party Providers. However, the data feed does not occur in real time and will only be updated periodically (daily or as indicated in the Solution). Changes to your Portfolio Information between updates via the Data Feed Service will impact on the accuracy of the information. Selfwealth cannot guarantee the accuracy, reliability, timeliness or completeness of the Portfolio Information after it has been transmitted via the Data Feed Service to Third Party Providers.

Australian Trade Service

8. Australian Trade Service

a) Investors who wish to access the Australian Trade Service must:

i) have opened a Selfwealth Account;

ii) if directed to do so by Selfwealth, open a broking Account with the Broker and authorise Selfwealth to provide trading and other related instructions to the Broker on the Investor's behalf. By doing so, the Investor agrees to be bound by the Broker Terms and Conditions as amended from time to time. The Investor authorises Selfwealth to provide instructions to the Broker on the Investor's behalf, including but not limited to acquiring, buying, dealing with, transferring, disposing of, and/or selling any Available Investments and terminating the Investor's agreement with the Broker in Selfwealth's sole discretion; and

iii) appoint Selfwealth as the Investor's agent for the purposes of providing Trade instructions to the Broker through the Australian Trade Service.

iv) agree and authorise Selfwealth to hold your Cash Balance in respect of the Australian Trade Service on your behalf in a trust Account (Trust Account) with Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ). Selfwealth holds the Trust Account in its name as bare trustee for you.

b) You agree that funds deposited to your AUD Cash Balance may not be available for withdrawal for 3 business days or until the funds have cleared, excluding deposits resulting from the sale of securities or the receipt of cash dividends. After this time, the funds may be withdrawn by you to your nominated bank Account.

c) The name of your nominated bank Account, used for the withdrawal of funds from your AUD Cash Balance Account, must match the name of your Selfwealth trading Account. Where either your nominated bank Account or Selfwealth trading Account is in joint names, the other Account must match one or both of those names.

d) Selfwealth is not entitled to withdraw any amounts from your Cash Balance in the Trust Account, except in accordance with a direction from you, including any standing directions given by you under these Terms or otherwise given by you to Selfwealth from time to time. Selfwealth represents that, as any amounts held by Selfwealth in the Trust

Account are held on bare trust for Investors, they would not be available to Selfwealth's creditors, in the event of Selfwealth's insolvency or otherwise.

e) The Trust Account cannot be used by you for any purpose other than the Australian Trade Service in accordance with these Terms. Amounts can be deposited into the Trust Account only by electronic transfer and not by visiting an ANZ branch.

f) You direct Selfwealth to deduct from your Cash Balance any amounts payable in connection with your Trades (including settlement amounts, fees, interest and any other costs or charges) and any fees payable to Selfwealth or a Broker under these Terms.

g) Selfwealth may retain interest earned on your Cash Balance that is paid by ANZ. If Selfwealth passes on any portion of interest earned on your Cash Balance, Selfwealth may vary any amount passed on from time to time. We will provide you with [10] Business Days prior notice of any change to the portion of interest passed on.

h) By default, communications from the share registry, including CHESS holding statements and notifications will be sent electronically. If you prefer to receive these communications in paper format, you can update your preferences by logging into your account.

i) You acknowledge and agree that Selfwealth may appoint one or more Brokers as we deem appropriate for the purpose of providing the Australian Trade Service, including switching from one Broker to another as may be determined from time to time by Selfwealth in its sole discretion. Pursuant to the change, you may be required to agree to new terms and conditions of the new Broker. Where necessary, Selfwealth may transfer your relevant Portfolio Holdings from the existing Broker to such new Broker, terminate your agreement with any Broker, and take all necessary steps to effect the switch in Broker.

9. Corporate Actions

a) You are responsible for understanding the terms, impacts and actions required in relation to any Corporate Action event and for taking the necessary steps to seek further information or advice from the relevant issuer, share registry or a financial adviser.

b) You acknowledge Selfwealth is not obligated and may not advise you of Corporate Actions of any security which may be relevant to your Portfolio and you will not hold Selfwealth liable for any matter in relation to any Corporate Action, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

c) If you wish to take action with regard to a Corporate Action then you may contact Selfwealth who may pass on your instructions to the Broker for actioning subject to the Broker Terms and Conditions. However, you acknowledge that Selfwealth reserves the right to take no action in relation to any Corporate Action where it is not reasonably practicable to do so, such as receiving an invalid or incomplete instruction or where the issue has been closed or there is insufficient time to submit the instruction by the deadline. When certain Corporate Action events occur, your Securities may be altered and, as a result, we or the Broker are permitted to amend or purge any open orders or restrict your ability to deal in Securities or make other adjustments to your Account, or take other actions on your behalf, after the Corporate Action event has occurred, as may be reasonably necessary. We are not required to provide you with prior notice of us or the Broker exercising these rights.

d) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, we consider reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action, including buying back securities, correcting holding, adjusting cash balances and adjusting holdings.

10. Australian Trade Service Instructions

a) Before you can submit a trade instruction to buy Securities or Financial Products, you must have available funds in your Account.

b) Selfwealth will act as agent solely within the parameters of your instructions received through the Australian Trade Service.

c) Selfwealth may assume the authenticity of any instructions given or purportedly given through the Australian Trade Service by you or any person claiming to be your representative. Selfwealth is not obliged to enquire into any authenticity of instructions received through the Australian Trade Service and you authorise Selfwealth to act upon any instructions it reasonably believes to be authentic.

d) Selfwealth reserves the right at all times to decline to accept your instructions through the Australian Trade Service without prior notice where:

   i) your instructions are ambiguous, incomplete or unclear;

   ii) your instructions would result in a breach of the law including but not limited to ASX Market Integrity Rules;

   iii) it is not possible to place an order on the market;

   iv) the security may be too thinly traded; or

   v) the security is subject to a trading halt.

e) Selfwealth will inform you of any instructions declined in accordance with clause 9(d) as soon as reasonably practicable.

f) Selfwealth will use its best endeavours to pass on accepted instructions, but Selfwealth does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time if:

   i) your instructions are contrary to the terms applicable to your Selfwealth Account and the Broker Terms and Conditions;

   ii) the Trade is unexecuted due to any act or omission of the Broker;

   iii) your instructions are ambiguous or incomplete;

   iv) your instructions would result in a breach of the law including but not limited to ASX Market Integrity Rules;

   v) the Cash Balance in your Selfwealth Account is insufficient;

   vi) your order may need to be manually vetted;

   vii) the security may be too thinly traded; or

   viii) the security may be subject to a trading halt.

g) If we receive notice from the Broker that a Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.

h) You and we acknowledge and agree:

   i) to comply with these Terms and (if relevant) the Terms of the Broker, all applicable laws, the Exchange Rules, ASX Clear Rules and ASX Settlement Rules and the directions, decisions and requirements of each Relevant exchange and the customs and usages of the Market; and

ii) that all Transactions are subject to the Exchange Rules, ASX Clear Rules, the directions, decisions and requirements of a Relevant Exchange and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to Traded Products approved for settlement by ASX Settlement, the ASX Settlement Rules.

11. Order Types

a) Not all Order Types may be available across all markets, and some Order Types may not be available or offered on some exchanges.

b) You agree to familiarise yourself with the available order types before commencing to trade on any of the Trade Services.

12. Advanced Orders

a) IMPORTANT – The placement of contingent and/or conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may they be filled as intended by you as market conditions or technological issues (including the unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.

b) Neither the Broker or Selfwealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.

c) Neither the Broker or Selfwealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

d) You agree that any conditional or contingent order placed by you is subject to the Broker's Terms and Conditions and Selfwealth's Terms and Conditions.

e) Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you agree it is not possible under ASX Market Integrity Rules to cancel the executed order, regardless of the subsequent price action.

13. Responsibility for Australian Trade Service

a) You acknowledge and agree that:

i) Selfwealth does not recommend or endorse any investments in or available through the Australian Trade Service, and Selfwealth assumes no responsibility or liability in relation to the quality of such investments;

ii) you authorise the Broker to provide information about your Portfolio to Selfwealth;

iii) in addition to being bound by these Terms, you are bound by the Broker Terms and Conditions when using the Trade Service; and

iv) it is your responsibility to assess and research each Trade and Available Investment and determine its suitability for your purposes.

b) To the greatest extent permissible by law, you further acknowledge

and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:

i) any defect in Selfwealth's computer systems that is beyond our reasonable control;

ii) any delay, fault, failure in or loss of access to the Australian Trade Service;

iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these circumstances, you will accept the transaction on the original terms;

iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the Broker's computer systems that is beyond our reasonable control;

v) your incorrect operation of the Australian Trade Service;

vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the Australian Trade Service;

vii) actions of third parties in respect of the Australian Trade Service including the Broker or other Service Providers; or

viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the Australian Trade Service;

except to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

International Trade Service

14. International Trade Service

a) Investors who wish to access any of the International Trade Services must:

i) have opened an Australian Trade Account and be complying with the terms applicable to the Australian Trade Service;

ii) open a Selfwealth International Trade Account in an international domicile using the Application Forms available at www.selfwealth.com.au;

iii) if directed to do so by Selfwealth, open a broking Account with the International Broker. By doing so, the Investor agrees to be bound by the International Broker's Terms and Conditions as amended from time to time. The Investor authorises Selfwealth to provide instructions to the International Broker on the Investor's behalf, including but not limited to acquiring, buying, dealing with, transferring, disposing of, and/or selling any International Available Investments and terminating the Investor's agreement with the International Broker in Selfwealth's sole discretion;

iv) appoint Selfwealth as the Investor's agent for the purposes of providing International Trade instructions through the International Trade Service;

v) provide Selfwealth with the Investor's valid TFN; and

vi) complete all required foreign tax forms and filings, including any applicable Internal Revenue Service (IRS) forms (such as W-8 forms).

b) You authorise Selfwealth to facilitate Currency Conversions of your Cash Balances to the currencies necessary to enable you to trade in International Available Investments.

c) Where you do not provide Selfwealth with a valid TFN, Selfwealth may restrict your access to the International Trade Service.

d) In order to use an International Trade Service, you must direct Selfwealth to transfer funds from your Cash Balance (AUD) in the Trust Account to a foreign currency cash balance (International Cash Balance) in an International Trust Account. Funds transferred to/from your International Cash Balance in a Trust Account and your Cash Balance (AUD) will be subject to an exchange rate determined by the International Broker.

e) When you transfer funds from your AUD Cash Balance to your International Cash Balance, you agree to accept the indicative quote for the Currency Conversion. You agree to exchange the currency at a rate, which may be different from the estimated rate, depending on market movements and market disruption events reasonably determined by the International Broker and which includes fees, charges, and margins for executing the Currency Conversion.

f) You agree that you will bear the foreign exchange risks of a Currency Conversion, including but not limited to, the risks of cash held, or of interest or other income payments received, of expenses, taxation or other liabilities incurred in Currencies other than Australian dollars and of exchange controls or other laws that may prohibit or impose costs on the Currency Conversion and that we will not be liable for any loss suffered by you as a result of a Currency Conversion or the timing of a Currency Conversion, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

g) Where applicable, the International Broker holds your International Cash Balance on your behalf in a trust Account together with the funds of other clients of the International Broker (**International Trust Account**) in accordance with the International Broker's Terms and Conditions.

h) Selfwealth's International Broker may not offer pre-market, or after-hours market services on some or all exchanges, however where services are available, you agree to the conditions and to operating within the parameters set by the Securities Exchange in relation to pre-market or after-hours trading, which may vary considerably from time to time, and with little or no notice.

i) To the greatest extent permissible by law, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:

i) any defect in Selfwealth's computer systems that is beyond our reasonable control;

ii) any delay, fault, failure in or loss of access to the International Trade Service;

iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these

circumstances, you will accept the transaction on the original terms;

iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the International Broker's computer systems that is beyond our reasonable control;

v) your incorrect operation of the International Trade Service;

vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the International Trade Service;

vii) actions of third parties in respect of the International Trade Service including the International Broker or other Service Providers; or

viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the International Trade Service;

except to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

j) You acknowledge and agree that Selfwealth may appoint one or more International Brokers as we deem appropriate for the purpose of providing the International Trade Service, including switching from one International Broker to another as may be determined from time to time by Selfwealth in its sole discretion. Pursuant to the change, you may be required to agree to new terms and conditions of the new International Broker. Where necessary, Selfwealth may transfer your relevant International Portfolio Holdings from the existing International Broker to such new International Broker, terminate your agreement with any International Broker, and take all necessary steps to effect the switch in International Broker.

15. Corporate Actions

a) You are responsible for understanding the terms, impacts and actions required in relation to any Corporate Action event and for taking the necessary steps to seek further information or advice from the relevant issuer, share registry or a financial adviser.

b) You acknowledge Selfwealth is not obligated and may not advise you of Corporate Actions of any security which may be relevant to your Portfolio and you will not hold Selfwealth liable for any matter in relation to any Corporate Action, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

c) If you wish to take action with regard to a Corporate Action then you may contact Selfwealth who may pass on your instructions to the Broker for actioning subject to the Broker Terms and Conditions. However, you acknowledge that Selfwealth reserves the right to take no action in relation to any Corporate Action where it is not reasonably practicable to do so, such as receiving an invalid or incomplete instruction or where the issue has been closed or there is insufficient time to submit the instruction by the deadline. When certain Corporate Action events occur, your Securities may be altered and, as a result, we or the Broker are permitted to amend or purge any open orders or restrict your ability to deal in Securities or make other adjustments to your Account, or take other actions on your behalf, after the Corporate Action event has

occurred, as may be reasonably necessary. We are not required to provide you with prior notice of us or the Broker exercising these rights.

d) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, we consider reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action, including buying back securities, correcting holding, adjusting cash balances and adjusting holdings.

e) Odd lot holdings are not supported on the Hong Kong securities exchange (HKEX). As such, the International Broker shall proceed to sell any odd lot balance you receive due to a Corporate Action. If an odd lot is sold on your behalf, you will receive confirmation of the trade and net proceeds will be credited to your International Cash Balance.

16. International Trade Service Instructions

a) Selfwealth will act as agent solely within the parameters of your instructions received through any of the International Trade Service.

b) Selfwealth may assume the authenticity of any instructions given or purportedly given through the International Trade Service by you or any person claiming to be your representative. Selfwealth is not obliged to enquire into any authenticity of instructions received through any International Trade Service and you authorise Selfwealth to act upon any instructions it reasonably believes to be authentic.

c) Selfwealth reserves the right at all times to decline to accept your instructions through the International Trade Service without prior notice where:

i) your instructions are ambiguous, incomplete or unclear;

ii) your instructions would result in a breach of the law;

iii) your instructions would result in a breach of the relevant exchange rules;

iv) it is not possible to place an order on the market;

v) the security may be too thinly traded; or

vi) the security is subject to a trading halt.

d) Selfwealth will inform you of any instructions declined in accordance with clause 15(c) as soon as reasonably practicable.

e) Selfwealth will use its best endeavours to pass on accepted instructions, but Selfwealth does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time if:

i) your instructions are contrary to the terms applicable to your Selfwealth Account and the International Broker's Terms and Conditions;

ii) the International Trade is unexecuted due to any act or omission of the International Broker;

iii) your instructions are ambiguous or incomplete;

iv) your instructions would result in a breach of the law including but not limited to the relevant exchange rules;

v) your International Cash Balance is insufficient;

vi) your order may need to be manually vetted;

vii) the security may be too thinly traded; or

viii) the security may be subject to a trading halt.

f) If we receive notice from the International Broker that an International Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.

17. Order Types

a) Not all Order Types may be available across all markets, and some Order Types may not be available or offered on some exchanges.

b) You agree to familiarise yourself with the available order types before commencing to trade on any of the Trade Services.

18. Advanced Orders

a) IMPORTANT – The placement of contingent / conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may the order be filled as intended by your instruction as market conditions or technological issues (including the unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.

b) Neither the International Broker or Selfwealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.

c) Neither the International Broker or Selfwealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

d) You agree that any conditional or contingent order placed by you is subject to the International Broker's Terms and Conditions and Selfwealth's Terms and Conditions.

e) Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you agree it is not possible to cancel the executed order, regardless of the subsequent price action.

19. Responsibility for International Trade Service

a) You acknowledge and agree that:

i) in addition to being bound by these Terms, you are bound by the International Broker's Terms and Conditions when using any International Trade Service;

ii) you authorise the International Broker to provide information about your Portfolio to Selfwealth;

iii) Selfwealth does not recommend or endorse any International Available Investments, and Selfwealth assumes no responsibility or liability in relation to the quality of such investments;

iv) it is your responsibility to assess and research each International Trade and International Available Investment and determine its suitability for your purposes; and

v) you may incur additional costs (for example local stamp duties

or commissions) for trades on certain international securities exchanges. These costs will be explained in the International Broker Terms and Conditions of the International Broker on the particular international exchange you will be trading and may be in addition to the fees outlined in the schedule of fees of our Financial Services Guide.

b) To the greatest extent permissible by law, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:

i) any defect in Selfwealth's computer systems that is beyond our reasonable control;

ii) any delay, fault, failure in or loss of access to an International Trade Service;

iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these circumstances, you will accept the transaction on the original terms;

iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the International Broker's computer systems;

v) your incorrect operation of the International Trade Service;

vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the International Trade Service;

vii) actions of third parties in respect of the International Trade Service including any of the International Brokers or other Service Providers; or

viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the International Trade Service,

except to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

20. Extended Hours Trading Risk Disclosure (U.S securities markets only)

a) You should consider the following points before engaging in extended hours trading on a U.S securities market exchange:

i) "Extended hours trading" means trading outside of "regular trading hours." "Regular trading hours" generally means the time between 9:30 a.m. and 4:00 p.m. (United States of America) Eastern Standard Time.

ii) Risk of Lower Liquidity. Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular trading hours. As a result, your order may only be partially

executed, or not at all.

iii) Risk of Higher Price Volatility. Volatility refers to the fluctuations in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater the fluctuation in price. There may be greater volatility in extended hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.

iv) Risk of Changing Prices. The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular trading hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.

v) Risk of Unlinked Markets. Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.

vi) Risk of News Announcements. Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

vii) Risk of Wider Spreads. The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

21. Board Lots and Odd Lots (on the HK Securities Exchange only)

a) You should consider the following points before engaging in trading on the Hong Kong securities market exchange (HKEX):

i) The term "board lot" is commonly used in Hong Kong's securities market to refer to a trading unit. While board lots are standardised on many exchanges at 100 shares, on the HKEX, it is determined by the issuer of the security and as such 'board lots' may be of differing sizes.

ii) It is your responsibility to check the board lot size of a security before trading in the security and to remain aware of the board lot size for the securities you are trading, always.

b) Securities of less than one trading unit (i.e. one board lot) is commonly known as an odd lot in Hong Kong. Odd lots are not accepted by the Hong Kong Exchange's trading system for auto-matching, but there is a special lot market in the system for odd lots trading. Your International Broker may post their odd lot orders onto a designated screen on the trading system for matching by other Brokers.

c) It may be the case that the share prices quoted for odd lots will be less favourable than prices in board lot amounts in the same security, due to the reduced liquidity in the odd lot market.

22. Termination of Self-Directed Trade Service

In addition to termination under clause 43, your access to the Australian Trade Service or the International Trade Service will terminate automatically where your Account with the Broker or International Broker, as applicable, is terminated.

Part C:

Adviser Services

This section applies to Advisers and Advised Clients who wish to access the Australian Trade Service or the International Trade Service.

23. Solution and Adviser Platform

23.1 Nature of the Solution

a) The Solution is intended to provide Advisers and Advised Clients with self-directed tools to manage an Adviser's Client Portfolios and investment performance.

b) The Solution provides the following functionality:

i) You can enter information about their existing Portfolio manually, in accordance with clause 44 'Portfolio Information';

ii) You can view the End of Day Prices of Available Investments;

iii) You can track the historical performance of the Advised Client existing Portfolio or any other Portfolio of Available Investments; and

iv) subject to these Terms, access the Australian Trade Service or International Trade Services.

23.2 Nature of the Adviser Platform

a) The Adviser Platform is intended to provide Advisers with tools to manage the portfolios of their Advised Clients and investment performance on their behalf.

b) The Adviser Platform provides the following additional functionality to the Solution:

i) subject to these Terms, access to the Trade Service and International Trade Services for Advisers on behalf of their Advised Clients;

ii) Advisers can create a specific number of custom model portfolios containing available investments (Adviser Model Portfolio Tool) through the Adviser Platform;

iii) Advisers can use the Adviser Model Portfolio Tool and the trade service to align their Advised clients' portfolios with the Model Portfolio created;

iv) Advisers can add additional fees on top of any brokerage costs charged to Advised Clients pursuant to the terms of engagement between the relevant Adviser and Advised Client; and

v) Advisers can elect to participate in Selfwealth's Data Feed Service which allows for the sharing of Portfolio Information for their Advised Clients to nominated third party software providers.

24. Data Feed Services

a) By registering for Selfwealth's Data Feed Service for an Advised Client you are instructing us to share the Advised Client's Portfolio Information with your nominated third-party software provider (Third Party Provider).

b) You, the Adviser, warrant and represent, in respect of each Advised Client for whom you active the Data Feed Service, that you have:

   i) been instructed to activate the Data Feed Service in respect of the selected Third Party Providers; and

   ii) obtained all necessary consents and authorisations from the Advised Client, and any other persons whose information (including personal information, as defined under the Privacy Act 1988 (Cth)) is contained within the data, to share and allow us to share, Advised Client data and Portfolio Information with the selected Third Party Providers through the Data Feed Service.

c) You, the Advised Client, authorise the Adviser, on instruction from you, to activate Selfwealth's Data Feed Service which will enable the sharing of your Portfolio Information to a Third-Party Provider.

d) We are not responsible for the data or the actions of such Third Party Providers once the data is in their possession, including the security or use of that data and we will not be liable for any loss you may incur as a result of the Third Party Provider's use or misuse of information it receives from us.

e) You, the Adviser, can instruct us to cease sharing Portfolio Information regarding an Advised Client to Third Party Providers. You must instruct us to cease sharing an Advised Client's Portfolio Information where directed to do so by the Advised Client. We cannot withdraw, and do not have control over, Portfolio Information regarding an Advised Client that has already been provided to Third Party Providers.

f) If you have any questions or concerns regarding the use or storage of the Portfolio Information data by a Third-Party Provider or wish to withdraw consent for the Third Party Provider to hold Portfolio Information data regarding an Advised Client, you will need to contact the Third Party Provider directly.

g) At any time, we may need to interrupt or suspend the Data Feed Service to perform maintenance on or generally review, investigate or resolve incidents or issues in relation to, Selfwealth's system including the Data Feed Services. Where possible, Selfwealth will provide advance notice of any anticipated periods of interruption or maintenance, however unexpected interruptions or outages may occur to the Data Feed Service from time to time such that advance notice may not be given to Advisers or Investors.

h) We take reasonable care to ensure that the Portfolio Information sent via the Data Feed Service is accurate and up-to-date at the time of transmission to Third Party Providers. However, the data feed does not occur in real time and will only be updated periodically (daily or as indicated in the Solution). Changes to an Advised Client's Portfolio Information between updates via the Data Feed Service will impact on the accuracy of the information. Selfwealth cannot guarantee the accuracy, reliability, timeliness or completeness of the Portfolio Information after it has been transmitted via the Data Feed Service to Third Party Providers.

25. Adviser Registration

a) You may register as an Adviser by completing the Adviser Registration Form, providing all required information. Selfwealth may accept or reject your application to register for the Adviser Platform in its sole discretion.

26. Becoming an Advised Client

a) You are an Advised Client if you:

i) are a party to an arrangement with a person who has been approved as an Adviser pursuant to clause 25 'Adviser Registration'; and

ii) have authorised the Adviser to utilise the Adviser Platform to trade in Available Investments on your behalf under that arrangement.

b) If your application to become an Advised Client is accepted:

i) you grant Selfwealth a limited power of attorney to undertake and carry out certain actions on your behalf as detailed in the Application Form, which actions include (but are not limited to) transferring your Portfolio Holdings (and, where applicable, Cash Balance or International Cash Balance) from one Broker or International Broker to another; and

ii) a fee may apply if there are insufficient funds in an Advised Clients' Account to make payment or a transaction dispute is lodged with another institution. Please refer to the schedule of fees in the Financial Services Guide.

27. Australian Trade Service

a) Advisers who wish to access the Australian Trade Service must:

i) having previously obtained the informed written consent of their Advised Clients, open a Selfwealth Account on behalf of each of their Advised Clients using the application form as provided by Selfwealth to the Advised Client;

ii) if directed to do so by Selfwealth, open a broking Account with the Broker on behalf of each of their Advised Clients and authorising Selfwealth to provide trading instructions to the Broker on behalf of the Adviser (having previously obtained such authorisation from each of their Advised Clients). By doing so, the Adviser and the Advised Client agree to be bound by the Broker T&Cs and the Adviser represents and warrants to Selfwealth and Broker that the Adviser has appropriate authorisation from their Clients; and

iii) appoint Selfwealth as the Adviser's agent for the purposes of providing Trade instructions through the Australian Trade Service on behalf of their Advised Clients.

b) Authorise Selfwealth to hold the Advised Clients' Cash Balance in respect of the Australian Trade Service on your behalf in a trust Account (Trust Account) with Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ). Selfwealth holds the Trust Account in its name as bare trustee for the Advised Client.

c) You agree that funds deposited to your AUD Cash Balance may not be available for withdrawal until the funds have cleared, which generally is up to 3 business days. After this time, the funds may be withdrawn by you to your nominated bank Account.

d) The name of your nominated bank, used for the withdrawal of funds from your AUD Cash Balance Account, must match the name of your Selfwealth trading Account. Where either your nominated bank Account or Selfwealth trading Account is in joint names, the other Account must match one or both of those names.

e) Selfwealth is not entitled to withdraw any amounts from the Advised Clients' Cash Balance in the Trust Account, except in accordance with a direction from you, including any standing directions given by you under these Terms or otherwise given by you to Selfwealth from time to time. Selfwealth represents that, as any amounts held by Selfwealth in the Trust Account are held on bare trust for Advised Clients, they would not be available to Selfwealth's creditors, in the event of Selfwealth's insolvency or otherwise.

f) The Trust Account cannot be used by you for any purpose other than the Australian Trade Service in accordance with these Terms. Amounts can be deposited into the Trust Account only by electronic transfer and not by visiting an ANZ branch.

g) You, the Advised Client, authorises the Adviser, on instruction from you, to submit a cash withdrawal (via the Adviser Platform) on your behalf from your Cash Balance (AUD) to your nominated bank Account.

h) The Adviser is not authorised to execute change of personal detail instructions on behalf of the Advised Client. All instructions relating to the change of personal details, including the nominated bank Account must be executed by the Advised Client and provide supporting identification documents.

i) You direct Selfwealth to deduct from the Advised Client's Cash Balance any amounts payable in connection with the Trades (including settlement amounts, fees, interest, Adviser fees and any other costs or charges) and any fees payable to Selfwealth or a Broker under these Terms. Please refer to the schedule of fees in the Financial Services Guide.

j) Selfwealth may retain interest earned on the Advised Client's Cash Balance that is paid by ANZ. If Selfwealth passes on any portion of interest earned on the Advised Client's Cash Balance, Selfwealth may vary any amount passed on from time to time. We will provide you with [10] Business Days prior notice of any change to the portion of interest passed on.

k) Adviser and Advised Client acknowledge and agree that Selfwealth may appoint one or more Brokers as we deem appropriate for the purpose of providing the Australian Trade Service, including switching from one Broker to another as may be determined from time to time by Selfwealth in its sole discretion. Pursuant to the change, Adviser and Advised Client may be required to agree to new terms and conditions of the new Broker. Where necessary, Selfwealth may transfer Advised Client's relevant Portfolio Holdings from the existing Broker to such new Broker, terminate existing agreement with any Broker, and take all necessary steps to effect the switch in Broker.

28. Corporate Actions

a) You are responsible for understanding the terms, impacts and actions required in relation to any Corporate Action event and if required, take

b) steps to seek further information or advice from the relevant Security issuer, applicable share registry or a financial adviser.

c) You acknowledge Selfwealth is not obligated and may not advise you of Corporate Actions of any entity which may be relevant to your Portfolio and you will not hold Selfwealth liable for any matter in relation to any Corporate Action, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

d) If you wish to take action with regard to a Corporate Action then you may contact Selfwealth who may pass on your instructions to the Broker for actioning subject to the Broker Terms and Conditions. However, you acknowledge that Selfwealth reserves the right to take no action in relation to any Corporate Action where it is not reasonably practicable to do so such as receiving an invalid or incomplete instruction or the where the issue has been closed or there is insufficient time to submit the instruction by the deadline. When certain Corporate Action events occur your Securities may be altered and, as a result, we or the broker are permitted to amend or purge any open orders or restrict your ability to deal in those Securities or make other adjustments to your Account, or take other actions on your behalf, after the Corporate Action event has occurred, as may be reasonably necessary. We are not required to provide you with prior notice of us or the Broker exercising these rights.

e) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, as considered reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action.

f) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, as considered reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action, including buying back securities, correcting holding, adjusting cash balances and adjusting holdings.

29. Australian Trade Service Instructions

a) Before you can submit a trade instruction to buy Securities or Financial Products, you must have available funds in your Account.

b) Selfwealth will act as agent solely within the parameters of your instructions received through the Australian Trade Service.

c) Selfwealth may assume the authenticity of any instructions given or purportedly given through the Australian Trade Service by you or any person claiming to be your representative. Selfwealth is not obliged to enquire into any authenticity of instructions received through the Australian Trade Service and you authorise Selfwealth to act upon any instructions it reasonably believes to be authentic.

d) Selfwealth reserves the right at all times to decline to accept your instructions through the Australian Trade Service without prior notice where:

   i) your instructions are ambiguous, incomplete or unclear;

   ii) your instructions would result in a breach of the law including but not limited to ASX Market Integrity Rules;

   iii) it is not possible to place an order on the market;

   iv) the security may be too thinly traded; or

   v) the security is subject to a trading halt.

e) Selfwealth will inform you of any instructions declined in accordance with clause 27(d) as soon as reasonably practicable.

f) Selfwealth will use its best endeavours to pass on accepted instructions, but Selfwealth does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time if:

i) your instructions are contrary to the terms applicable to your Selfwealth Account and the Broker T&Cs;

ii) the Trade is unexecuted due to any act or omission of the Broker;

iii) your instructions are ambiguous or incomplete;

iv) your instructions would result in a breach of the law including but not limited to ASX Market Integrity Rules;

v) their Cash Balance in your Selfwealth Account is insufficient;

vi) your order may need to be manually vetted;

vii) the security may be too thinly traded; or

viii) the security may be subject to a trading halt.

g) If we receive notice from the Broker that a Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.

h) You and we acknowledge and agree:

i) to comply with these Terms and (if relevant) the Terms and Conditions of the Broker, all applicable laws, the Exchange Rules, ASX Clear Rules and ASX Settlement Rules and the directions, decisions and requirements of each Relevant exchange and the customs and usages of the Market; and

ii) That all Transactions are subject to the Exchange Rules, ASX Clear Rules, the directions, decisions and requirements of a Relevant Exchange and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to Traded Products approved for settlement by ASX Settlement, the ASX Settlement Rules.

30. Order Types

a) Not all Order Types may be available across all markets, and some Order Types may not be available or offered on some exchanges.

b) You agree to familiarise yourself with the available order types before commencing to trade on any of the Trade Services.

31. Advanced Orders

a) IMPORTANT – The placement of contingent and/or conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may they be filled as intended by you as market conditions or technological issues (including the unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.

b) Neither the Broker or Selfwealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.

c) Neither the Broker or Selfwealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

d) You agree that any conditional or contingent order placed by you is subject to the Broker's Terms and Conditions and Selfwealth's Terms and Conditions.

e) Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you agree it is not possible to cancel the executed order, regardless of the subsequent price action.

32. Responsibility for Australian Trade Service

a) You acknowledge and agree that:

i) Selfwealth does not recommend or endorse any investments in or available through the Australian Trade Service, and Selfwealth assumes no responsibility or liability in relation to the quality of such investments; and

ii) you authorise the Broker to provide information about the Advised Client Portfolio to Selfwealth;

iii) you authorise the Adviser to trade on your behalf;

iv) in addition to being bound by these Terms, you are bound by the Broker T&Cs when using the Trade Service;

v) it is your responsibility to assess and research each Trade and Available Investment and determine its suitability for your purposes.

b) To the greatest extent permissible by law, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:

i) any defect in Selfwealth's computer systems that is beyond our reasonable control;

ii) any delay, fault, failure in or loss of access to the Australian Trade Service;

iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled In these circumstances, you will accept the transaction on the original terms;

iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the Broker's computer systems that is beyond our reasonable control;

v) your incorrect operation of the Australian Trade Service;

vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the Australian Trade Service;

vii) actions of third parties in respect of the Australian Trade Service including the Broker or other Service Providers; or

viii) any delay, interruption, omission, failure, error or fault in the execution

of your instructions provided through the Australian Trade Service;

except to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

33. International Trade Service

This section applies only to Adviser and Advised Clients that wish to access the International Trade Service.

a) Advised Clients who wish to access the *International Trade Service* must:

i) have opened an Australian Trade Account and be complying with the terms applicable to the Australian Trade Service;

ii) open a Selfwealth International Account using the Application Form available at www.selfwealth.com.au;

iii) if directed to do so by Selfwealth, open a broking Account with the International Broker, and authorise Selfwealth to provide trading instructions to the International Broker on the Investor's behalf. By doing so, the Investor agrees to be bound by the International Broker's Terms and Conditions as amended from time to time. The Advised Client authorises Selfwealth to provide instructions to the International Broker on the Advised Client's behalf, including but not limited to acquiring, buying, dealing with, transferring, disposing of, and/or selling any Available Investments and terminating the Advised Client's agreement with the International Broker in Selfwealth's sole discretion;

iv) appoint Selfwealth as the Adviser agent for the purposes of providing International Trade instructions through the International Trade Service;

v) provide Selfwealth with the Advised Client's valid TFN; and

vi) complete all required foreign tax forms and filings, including any applicable Internal Revenue Service (IRS) forms (such as W-8 forms).

b) You authorise Selfwealth to facilitate Currency Conversions of your Cash Balances to the currencies necessary to enable you to trade in International Available Investments.

c) Where an Advised Client does not provide Selfwealth with a valid TFN, Selfwealth may restrict the Advised Client's access to the International Trade Service.

d) When you transfer funds from your AUD cash balance to your foreign currency cash balance, you agree to accept the indicative quote for the Currency Conversion. You agree to exchange currency at a rate, which may be different from the estimated rate, depending on market movements and market disruption events reasonably determined by the International Broker and which includes fees, charges, and margins for executing the Currency Conversion.

e) You agree that you will bear the foreign exchange risks of a Currency Conversion, including but not limited to, the risks of cash held, or of interest or other income payments received, of expenses, taxation or other liabilities incurred in Currencies other than Australian dollars and of exchange controls or other laws that may prohibit or impose costs on the Currency Conversion and that we will not be liable for any loss suffered by you as a result of a Currency Conversion or the timing of a Currency Conversion, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

f) Where applicable, the International Broker holds your International Cash Balance on your behalf in a trust Account together with the funds of other clients of the International Broker (International Trust Account) in accordance with the International Broker's Terms and Conditions.

g) In conjunction with clause 41, Selfwealth may suspend your access to any of your International Trade Services where:

   i) Selfwealth considers it reasonably necessary to do so to prevent a material breach of these Terms;

   ii) required by Selfwealth's policies and procedures in relation to meeting its AML/CTF obligations; or

   iii) Selfwealth is required to do so by law.

   iv) You have not supplied a valid Australian TFN.

h) Where we suspend access to the International Trade Service, we will investigate the grounds for our suspicion as soon as reasonably practicable (and at least within [20] Business Days of withholding payment) and form a view as to whether a material breach of these Terms or a breach of Applicable Law has occurred. Where Selfwealth is reasonably satisfied that no breach has occurred, it will release any suspension or restriction as soon as practicable, up to a maximum of 5 business days.

i) Where we have restricted or suspend your access to the International Trade Service for a suspected material breach of these Terms, if you can demonstrate at any time during the investigation period that this suspected breach has been cured (to our reasonable satisfaction), we will remove the restriction as soon as practicable, up to a maximum of 5 business days.

j) Selfwealth's International Broker may not offer pre-market, or after-hours market services on some or all exchanges, however where services are available, you agree to the conditions and to operating within the parameters set by the Securities Exchange in relation to pre-market or after-hours trading, which may vary considerably from time to time, and with little or no notice.

k) You acknowledge and agree that Selfwealth may appoint one or more International Brokers as we deem appropriate for the purpose of providing the International Trade Service, including switching from one International Broker to another as may be determined from time to time by Selfwealth in its sole discretion. Pursuant to the change, you may be required to agree to new terms and conditions of the new International Broker. Where necessary, Selfwealth may transfer your relevant International Portfolio Holdings from the existing International Broker to such new International Broker, terminate your agreement with any International Broker, and take all necessary steps to effect the switch in International Broker.

34. Corporate Actions

a) You are responsible for understanding the terms, impacts and actions required in relation to any Corporate Action event and if required, take steps to seek further information or advice from the relevant Security issuer, applicable share registry or a financial adviser.

b) You acknowledge Selfwealth is not obligated and may not advise you of Corporate Actions of any entity which may be relevant to your Portfolio and you will not hold Selfwealth liable for any matter in relation to any Corporate Action, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

c) If you wish to take action with regard to a Corporate Action then you may contact Selfwealth who may pass on your instructions to the Broker for actioning subject to the Broker Terms and Conditions. However, you acknowledge that Selfwealth reserves the right to take no action in relation to any Corporate Action where it is not reasonably practicable to do so such as receiving an invalid or incomplete instruction or where the issue has been closed or there is insufficient time to submit the instruction by the deadline. When certain Corporate Action events occur your Securities may be altered and we or the broker may need to amend or purge any open orders or restrict your ability to deal in those Securities or make other adjustments to your Account after the Corporate Action event has occurred, without notice to you.

d) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, as considered reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action.

e) You authorise Selfwealth and/or the Broker to take other actions, on your behalf, as considered reasonably necessary to prevent any settlement failures or other irregularities in connection with a Corporate Action resulting from a system or processing error which subsequently lead to the submission of an invalid order, which would result in a failure to meet ASX settlement obligations, including buying back securities, correcting holding and cash balances to return the portfolio to the correct holding position.

f) Odd lot holdings are not supported on the Hong Kong securities exchange (HKEX). As such, the International Broker shall proceed to sell any odd lot balance you receive due to a Corporate Action. If an odd lot is sold on your behalf, you will receive confirmation of the trade and net proceeds will be credited to your International Cash Balance.

35. International Trade Service Instructions

a) Selfwealth will act as agent solely within the parameters of your instructions received through the International Trade Service.

b) Selfwealth may assume the authenticity of any instructions given or purportedly given through the International Trade Service by you or any person claiming to be your representative. Selfwealth is not obliged to enquire into any authenticity of instructions received through the International Trade Service and you authorise Selfwealth to act upon any instructions it reasonably believes to be authentic.

c) Selfwealth reserves the right at all times to decline to accept your instructions through the International Trade Service where:

   i) your instructions are ambiguous, incomplete or unclear;

   ii) your instructions would result in a breach of the law;

   iii) your instructions would result in a breach of the relevant exchange rules;

   iv) it is not possible to place an order on the market;

   v) the security may be too thinly traded; or

   vi) the security is subject to a trading halt:

   Where possible, we will use reasonable endeavours to advise you, as soon as practicable, of the reason your instructions was declined.

d) Selfwealth will inform you of any instructions declined in accordance with clause 32(c) 'International Trade Service instructions' as soon as reasonably practicable.

e) Selfwealth will use its best endeavours to pass on accepted instructions, but Selfwealth does not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time if:

i) your instructions are contrary to the terms applicable to your Selfwealth Account and the International Broker's Terms and Conditions;

ii) the International Trade is unexecuted due to any act or omission of the International Broker;

iii) your instructions are ambiguous or incomplete;

iv) your instructions would result in a breach of the law;

v) your instructions would result in a breach of the relevant exchange rules;

vi) your International Cash Balance is insufficient;

vii) your order may need to be manually vetted;

viii) the security may be too thinly traded;

ix) the security may be subject to a trading halt.

f) If we receive notice from the International Broker that an International Trade has not been executed, we will pass this notice on to you as soon as reasonably practicable.

36. Order Types

a) Not all Order Types may be available across all markets, and some Order Types may not be available or offered on some exchanges.

b) You agree to familiarise yourself with the available order types before commencing to trade on any of the Trade Services.

37. Advanced Orders

a) IMPORTANT – The placement of contingent / conditional orders by you, such as "stop-loss" or "stop limit" orders, will not necessarily limit your losses, nor may the order be filled as intended by your instruction as market conditions or technological issues (including the unavailability of the conditional or contingent function because of technology failure) may make it impossible to execute such orders.

b) Neither the International Broker or Selfwealth guarantee that any contingent or conditional order placed by you will be executed as you intend, or at all, or that the conditional or contingent order technology will always be available to you.

c) Neither the International Broker or Selfwealth accepts any responsibility for losses as a result of the unavailability of the conditional or contingent order technology, or losses as a result of any conditional or contingent order placed by you that does not trade or fill as intended by your instruction, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

d) You agree that any conditional or contingent order placed by you is subject to the International Broker's (PhillipCapital) Terms and Conditions and Selfwealth's Terms and Conditions.

e) Once a condition is triggered, your order may be immediately filled, possibly at a price unfavourable to your original condition, and you

agree it is not possible to cancel the executed order, regardless of the subsequent price action.

38. Responsibility for International Trade Service

a) You acknowledge and agree that:

i) in addition to being bound by these Terms, you are bound by the International Broker Terms and Conditions when using the International Trade Service;

ii) you authorise the International Broker to provide information about the Advised Client Portfolio to Selfwealth.

iii) Selfwealth does not recommend or endorse any International Available Investments, and Selfwealth assumes no responsibility or liability in relation to the quality of such investments; and

iv) it is your responsibility to assess and research each International Trade and International Available Investment and determine its suitability for your purposes.

v) You acknowledge you may incur additional costs (for example local stamp duties or commissions) for trades on certain international securities exchanges. These costs will be explained in the Terms and Conditions of the Broker on the particular international exchange you will be trading and may be in addition to the fees outlined in these Terms.

b) To the greatest extent permissible by law, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct, you further acknowledge and agree that Selfwealth is not responsible (whether in contract, tort or otherwise) for any loss or damage caused or suffered by you to the extent that the loss or damage results from:

i) any defect in Selfwealth's computer systems that is beyond our reasonable control;

ii) any delay, fault, failure in or loss of access to an International Trade Service;

iii) an instruction from you to cancel or amend an order not being received and processed prior to your original order being filled. In these circumstances, you will accept the transaction on the original terms;

iv) telecommunications failure, delay, or interruption of or defective network or internet connections or services by a third party, including any defect in the Selfwealth Account or the International Broker's computer systems;

v) your incorrect operation of the International Trade Service;

vi) inaccuracy, error or omission in any material, data or information provided by you or any other third party through the International Trade Service;

vii) actions of third parties in respect of the International Trade Service including any of the International Brokers or other Service Providers; or

viii) any delay, interruption, omission, failure, error or fault in the execution of your instructions provided through the International Trade Service;

Nothing in this clause 38 or elsewhere in these Terms is intended to limit or exclude our liability to the extent that any Loss, damage, Claim, cost or expense arises from our gross negligence, criminal conduct, fraud, wilful default or wilful misconduct.

39. Extended Hours Trading Risk Disclosure (U.S Markets Only)

a) You should consider the following points before engaging in extended hours trading.

i) "Extended hours trading" means trading outside of "regular trading hours." "Regular trading hours" generally means the time between 9:30 a.m. and 4:00 p.m. (United States of America) Eastern Standard Time.

ii) Risk of Lower Liquidity. Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular trading hours. As a result, your order may only be partially executed, or not at all.

iii) Risk of Higher Volatility. Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.

iv) Risk of Changing Prices. The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular trading hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.

v) Risk of Unlinked Markets. Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.

vi) Risk of News Announcements. Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

vii) Risk of Wider Spreads. The spread refers to the difference in price between what you can buy a security for and what you can sell it.

40. Board Lots and Odd Lots (on the HK Securities Exchange only)

a) You should consider the following points before engaging in trading on the Hong Kong securities market exchange (HKEX).

i) The term "board lot" is commonly used in Hong Kong's securities market to refer to a trading unit. While board lots are standardised on many exchanges at 100 shares, on the HKEX, it is determined by the issuer of the security and as such 'board lots' may be of differing sizes.

ii) It is your responsibility to check the board lot size of a security before trading in the security and to remain aware of the board lot size for the securities you are trading, always.

b) Securities of less than one trading unit (i.e. one board lot) is commonly known as an odd lot in Hong Kong. Odd lots are not accepted by the Hong Kong Exchange's trading system for auto-matching, but there is a special lot market in the system for odd lots trading. Your International Broker may post their odd lot orders onto a designated screen on the trading system for matching by other Brokers.

c) It may be the case that the share prices quoted for odd lots will be less favourable than prices in board lot amounts in the same security, due to the reduced liquidity in the odd lot market.

41. Adviser Obligations

a) Advisers must either hold an Australian Financial Services Licence (AFS Licence) or have been appointed as an authorised representative under an AFS Licence pursuant to the Corporations Act, with the authorisations and conditions required to provide the financial services that are the subject of their engagement with the Advised Clients.

b) Advisers must only utilise the Adviser Platform on behalf of their Advised Clients to assist it in providing the financial services that are the subject of their engagement with the Advised Clients in a manner consistent with its AFS Licence or appointment as an authorised representative under an AFS Licence (as applicable), Applicable Law, ASIC Policy and the terms and conditions of their engagement with the relevant Advised Client.

c) Advisers must not make any representations to any Advised Client that may cause a reasonable person to consider that Selfwealth endorses or is otherwise responsible for any financial product advice or other financial services provided by the Adviser to their Advised Clients pursuant to their engagement with such Advised Clients.

d) Advisers must immediately notify Selfwealth if it becomes aware of:

i) any breach or likely breach of the Terms, its AFS Licence or appointment, the Corporations Act or ASIC Policy by the Adviser;

ii) an Advised Client terminating their engagement of the Adviser;

iii) any Advised Client complaint that relates to the Adviser's use of the Adviser Platform; or

iv) any event that may be detrimental to Selfwealth, its business and reputation or its goodwill, or the business and reputation of any of its associates (as that term is defined in the Corporations Act 2001 (Cth)).

e) Each Adviser acknowledges, represents and warrants to Selfwealth that:

i) any financial service in relation to which it utilises the Adviser Platform that it provides to Advised Clients is solely provided by the Adviser to the Advised Client pursuant to the terms of the engagement between the Adviser and the Advised Client;

ii) it is duly authorised by each of its Advised Clients to undertake all actions involved in and related to the Adviser's use of the Adviser Platform on behalf of the Advised Client; and

iii) it is duly authorised under its AFS Licence or pursuant to its appointment as an authorised representative in accordance with the Corporations Act 2001 (Cth) (as applicable) to provide the financial services that are the subject of their engagement with their Advised Clients;

iv) it will only place Trades through the Adviser Platform on a discretionary basis on behalf of an Advised Client where the Adviser has entered into a managed discretionary account contract with the Advised Client which complies with Applicable Law and will comply with that managed discretionary account contract; and

v) it has provided a copy of these Terms to each of its Advised Clients and each Advised Client has provided its written consent to become an Advised Client and be bound by these Terms and the Terms and Conditions of the Broker and/or International Broker.

42. Termination of Adviser Services

a) In respect of an Adviser, both the Australian Trade Service and the International Trade Service will terminate on the earlier of:

i) Termination of the Adviser's Selfwealth Account; or

ii) Termination of the Adviser's broking Account with the broker and/or the International Broker; and

iii) Termination of the Adviser's account access in accordance with these Terms.

b) In respect of an Advised Client of an Adviser, both the Australian Trade Service and the International Trade Service will terminate on the earlier of:

i) Termination of the Advised Client's Selfwealth Account; or

ii) Termination of the Advised Client's broking Account with the broker and/or the International Broker;

iii) Termination of the Advised Client's account access in accordance with these Terms;

iv) Termination of the Adviser's Selfwealth Account (except as outlined in clause 41(d)); or

v) Termination of the Adviser's broking Account with the broker and/or the International Broker (except as outlined in clause 41(d)); and

vi) Termination of the Adviser's account access in accordance with these Terms (except as outlined in clause 41(d)).

Part D:

General Terms

This section applies to all Users of the Selfwealth Services

43. General

a) You agree to use the Selfwealth Services in good faith in accordance with these Terms and Applicable Laws.

b) You will comply with any policies, procedures, operating rules and directions of Selfwealth from time to time in relation to the operation of the Solution and the Australian Trade Service, the International Trade Service, your access to the Selfwealth Services and the manner of performance of your obligations under these Terms.

c) You are responsible for all dealings through the Australian Trade Service or International Trade Service (if applicable), including any fraudulent, illegal or unauthorised dealings, which are attributable to your conduct. You release and discharge Selfwealth from any liability in respect of such dealings.

d) We agree to provide the Selfwealth Services in good faith and in accordance with these Terms and Applicable Laws.

44. Portfolio Information

a) You agree that third party Account providers shall be entitled to rely on the foregoing authorisation, agency and power of attorney granted by you.

b) Information concerning the Available Investments or International Available Investments and value of investments in your Portfolio can also be entered into the Solution by you manually.

c) You consent to Selfwealth disclosing to other Users, information regarding the current and historical performance of your Portfolio and your Profile Information (but not your Personal Information).

45. Suspension or Termination of Trading Services

a) Subject to any applicable law, we can immediately close your Account, restrict or suspend your access to some or all of the Selfwealth Services, Your Account and any other services we may provide you, without prior notice in the following circumstances:

i) you breach these Terms or the Terms of the Broker or International Broker;

ii) we have reasonable grounds to believe that your continued access to your Account would result in us or you breaching or being an accessory to a breach of the Corporations Act 2001 (Cth), any Australian law, the law of another country or any agreement entered into by us or you in relation to the provision of services under these Terms;

iii) we have reasonable grounds to believe that your Account is, or

may be, being used in connection with a breach of the Anti-Money Laundering and Counter-Terrorism Financial Act 2006 (Cth) or similar law of another country;

iv) we have reasonable grounds to believe that you may have breached, or because of your continued access to your Account you will breach, any Rules including but not limited to the Market Integrity Rules;

v) you use (or appear to use) our website or Mobile Application in a way that we think is inappropriate or unreasonable; or

vi) you become bankrupt or insolvent.

b) Where we restrict or suspend access to your Account, we will investigate the grounds for our suspicion as soon as reasonably practicable (and at least within [20] Business Days) and form a view as to whether a breach of these Terms or a breach of Applicable Law has occurred. Where Selfwealth is reasonably satisfied that no breach has occurred, it will release any suspension or restriction as soon as practicable.

c) Where we have restricted or suspend your access to your Selfwealth Account for a suspected breach of these Terms, if you can demonstrate at any time during the investigation period that this breach has been cured (to our reasonable satisfaction), we will remove the restriction or suspension as soon as practicable.

d) Either of the Broker or International Broker may also restrict or suspend certain services provided to you via Selfwealth in accordance with their Terms and Conditions.

e) You or Selfwealth may cancel your account access and terminate these Terms immediately by giving the other party written notice if that party has materially breached these Terms.

f) You or Selfwealth may terminate these Terms at any time on [10] Business Days prior written notice to the other party. Upon cancellation of your account access and termination of these Terms, you will no longer have access to the Selfwealth Services, other than those portions of the Website which are publicly available to all users. Any such use of the Selfwealth Services by you will continue to be subject to these Terms.

g) In the event that your Account becomes an Inactive/Dormant Account and/or where a Subscription Membership Fee is not paid, Selfwealth has the right to terminate the Account by giving you written notice.

h) If we close your Account, you authorise Selfwealth to take the following actions:

i) For your Australian Trade Service, instruct the broker to cancel your HIN.

ii) For your International Trade Service, instruct the international broker to close your international trading Account including the closure of your International Cash Balance Account.

iii) Close your Selfwealth cash Account with ANZ. If you have a cash balance of less than $10.00 AUD and you elect not to transfer these funds to your nominated bank Account prior to the Account closure, you agree the cash balance will be forfeited on the closure of your Account.

i) In the case of an Advised Client, if the Adviser with which you have an

arrangement cancels its relationship with Selfwealth and ceases to be an Adviser, your account access as an Advised Client will also cease. We will write to you and offer you the option to transfer your Account to a Self-Directed account with Selfwealth or to close your Account.

j) Despite any other provision in these Terms, this clause 45 and clauses 42, 43, 44, 46, 47, 48, 49, 50, 51, 52,53 and 54 survive the expiry or termination of these Terms.

k) Selfwealth may temporarily suspend, or restrict the functionality of, all or part of the Selfwealth Services. Selfwealth may do so only where it reasonably considers it necessary for one or more of the following purposes:

   i) scheduled maintenance, upgrades, testing or replacement of the Solution or of any system the Selfwealth Services rely on;

   ii) a change of, or transition between, Brokers, International Brokers, custodians or other service providers, including moving your Account, holdings or cash to a new provider;

   iii) complying with any law, or with a requirement or direction of a regulator, market operator, clearing or settlement facility, Broker or International Broker;

   iv) responding to an actual or reasonably suspected security incident, cyber-attack, system failure, data integrity issue or Force Majeure Event; or

   v) protecting you, other users or the integrity of the Selfwealth Services.

l) Where a suspension of the Solution (either in part or in whole) must occur under paragraph (k), Selfwealth will use best efforts to:

   i) notify you in advance of the suspension, where it is possible to do so, or otherwise as soon as reasonably practicable;

   ii) schedule the suspension outside market trading hours and to minimise the number of trading days affected; and

   iii) not suspend the Australian Trade Service or the International Trade Service during market trading hours for more than 1 Business Day on each occasion, unless the law requires it or circumstances beyond Selfwealth's reasonable control require it.

46. Third Party Information

a) The Selfwealth Services incorporate Third-Party Information.

b) Selfwealth is not responsible for the Third-Party Information and makes no representation as to the accuracy, reliability, timeliness or appropriateness of the Third-Party Information. You acknowledge that Current Price information may be delayed by up to 24 hours or longer in extraordinary circumstances.

c) Any recommendations or statements of opinion contained in the Third Party Information are those of the relevant third party and are not adopted by or attributable to Selfwealth.

47. No Recommendations

a) You acknowledge that Selfwealth is not authorised to, and does not, through the Selfwealth Services, provide personal financial product advice (within the meaning of the Corporations Act).

b) You acknowledge that Selfwealth is not a Registered Tax Agent. We recommend you obtain professional financial, legal and taxation advice before making any financial investment decisions.

c) All information provided on the Selfwealth Services is, unless otherwise indicated, general information and does not involve any recommendation or statement of opinion by Selfwealth or any third party. General information does not take into Account your objectives, financial situation or needs and you should consider obtaining professional financial advice before making any investment decisions.

d) References in the Solution to the performance of your Portfolio are to the past performance of that Portfolio. Past performance should not be taken as an indication of future performance.

e) In respect of Self-Directed Investors, you acknowledge that:

   i) the SafetyRating of your Portfolio represents only a snapshot of the limited criteria on which it is based, being:

      A) the number of investments in your Portfolio;

      B) how evenly your Portfolio is spread across different Holdings;

      C) a measure of the number of investments considered lower risk in your Portfolio, such as stocks listed on the ASX100, Australian ETFs, cash and interest rate securities or convertible notes; and

      D) a score based on the different types of asset class in your Portfolio (e.g. Australian stocks and ETFs);

   ii) details as to the manner in which the SafetyRating of Portfolio has been determined are provided through the Solution;

   iii) a SafetyRating of a Portfolio that has been recently entered into Selfwealth may be inconsistent with the SafetyRatings of other Portfolios;

   iv) the SafetyRating may not take into Account all investments in your Portfolio;

   v) the SafetyRating of a Portfolio is not a reliable indicator of the level of investment risk and volatility of the Available Investments in the Portfolio;

   vi) the SafetyRatings and any graphical representations of them do not express any recommendation or statement of opinion in relation to whether Portfolios with any particular SafetyRating may or may not be suitable for Investors generally or suitable for you; and

   vii) Selfwealth does not recommend making any investment decisions on the basis of a Portfolio's SafetyRating and you should consider obtaining professional financial advice before making any investment decisions.

f) Tools in the Solution for:

   i) comparing the relative performance of Portfolios;

   ii) displaying Portfolios with particular characteristics; and

   iii) displaying Peer Portfolios of Investors on the basis of particular

Profile Information, present general information only and do not convey any recommendation or statement of opinion by Selfwealth that a Portfolio is suitable for Investors or is suitable for you.

g) In respect of Advised Clients, you acknowledge that:

i) any financial product advice provided through the Adviser Platform is solely prepared and provided by the relevant Adviser with which you have previously engaged and authorised to utilise the Solution on your behalf;

ii) Selfwealth has not in any way selected the content of any financial product advice set out in any communication or interaction between an Adviser and Advised Clients through the Adviser Platform, nor has it modified or otherwise exercised any control over the content of such financial product advice; and

iii) Selfwealth does not endorse or otherwise assume any responsibility for any financial product advice set out in any communication or interaction between an Adviser and Advised Clients through the Adviser Platform.

iv) Selfwealth does not accept any responsibility for any financial services provided to you by the Adviser.

h) Notwithstanding clause 47(c), you agree and acknowledge that a Bundle is not a recommendation or qualitative judgement of the securities and/or ETFs that comprise a Bundle. Bundles are created in accordance with clause 61 of these Terms and Conditions.

48. Recording of Conversations

a) You agree that Selfwealth may record telephone conversations between you and Selfwealth. You also agree that Selfwealth may use such recordings for the purposes of resolving disputers, and monitoring compliance by you with regards to regulatory and contractual obligations.

b) If there is a dispute between you and Selfwealth, you have the right to listen to any recording (where a recording exists). Nothing in this agreement obliges Selfwealth to record a conversation or keep a recording for longer than 90 days.

c) Selfwealth will advise you and get your permission for the conversation being recorded.

49. Disclosure

a) You acknowledge that you have been provided with access to Selfwealth's Financial Services Guide through its Website at www.selfwealth.com.au.

b) Selfwealth may provide benefits to third parties in connection with the Website, App and Solution, including Distributors (such as Accountants and other professional service providers) who refer Users to us.

50. Intellectual Property

a) All intellectual property rights (including copyright and patents) in the Selfwealth Services and all components of them are owned or licensed by us unless otherwise indicated. You must not copy, modify or transmit any part of the Selfwealth Services or any Content except as permitted in these Terms.

b) The Selfwealth Services contain trademarks, logos, service names and trade names of Selfwealth or third parties that may be registered or otherwise protected by law. These include the Selfwealth logo. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Selfwealth Services.

c) We grant you a non-exclusive and non-transferable licence to use the Website and, if you are a User, the Solution, App, International Trade Service or Australian Trade Service, for your own personal use. You may not download (other than page caching) or modify the Website, App or the contents of the Solution, Australian Trade Service or International Trade Service or any portion them.

51. Privacy

Any Personal Information submitted by you to Selfwealth is subject to and will be handled in accordance with our Privacy Policy which forms part of these Terms. You agree that, by using the Selfwealth Services or communicating with us, you have read the Privacy Policy, understood its contents and consented to its requirements.

Your Content

a) Subject to certain restrictions and limits outlined in this clause and clause 50 'Intellectual Property', the Website and Solution may allow you to upload, post, link to, store, communicate, send or transmit content (Your Content) on the Website, App or via the Solution.

b) You grant to us a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, modify, reproduce, adapt, communicate, display, perform and distribute Your Content in relation to and only for the purpose of our operation of the Website and Solution.

c) You represent and warrant that Your Content does not infringe any third party intellectual property rights and that you own or otherwise control all of the rights to the content or that you have obtained all necessary authorisations and consents to post, link to, store or communicate Your Content and to grant us the rights in clause 49 'Disclosure', that Your Content is accurate, that the use of Your Content does not violate these Terms and will not cause any loss or injury to any person. You agree to be solely responsible for any of Your Content that you post to the Website and through the Solution.

d) Selfwealth has the right, but not the obligation, to monitor any Content (including Your Content) made available on the Website, App or Solution. We reserve the right, acting reasonably, to block, modify or remove any Content (including Your Content) without notice, and will not be liable for consequences of such actions, except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

e) If you have a complaint regarding any Content, we will review any written complaint notified to us.

52. Prohibited Uses

In using the Selfwealth Services, you must not engage or attempt to engage in any activities that:

a) violate any applicable local, state, federal or international law including, without limitation the *Spam Act 2003 (Cth)*, *Copyright Act 1968 (Cth)*, principles of law or equity established by decisions of courts and statutes,

regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a government agency;

b) result in the placement, posting, uploading of, linking to, sending, storing or otherwise communicating or distributing in any way content that is (or is likely to be considered) inappropriate, defamatory, abusive, profane, infringing, obscene, indecent, obscene, or unlawful material or information;

c) violate the rights of any third party (including, without limitation abusing, stalking, threatening or otherwise, infringement of copyright, trademark, or other intellectual property right, misappropriation of trade secrets, Confidential Information, electronic fraud, invasion of privacy, pornography, obscenity or libel);

d) interfere with or disrupt any other third parties (including other users of the Selfwealth Services), equipment, functions, features, the Selfwealth Services;

e) introduce or allow the introduction, transmission, distribution or uploading of any, virus or other potentially harmful programs, materials, information or malicious code into the Selfwealth Services or any related network;

f) use any device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Selfwealth Services or their contents;

g) involve distribution of unsolicited advertising or chain letters, repeated harassment of other users or third parties, impersonating another user, falsifying a users' network identity for improper or illegal purposes, gaining unauthorised access to any parts of the Selfwealth Services, sending unsolicited bulk emails or calls, continuing to send someone emails after being asked to stop and using a network to gain unauthorised entry to any other machine accessible via a network;

h) involve the unauthorised use of any machine or network, denial of service attacks, falsification of header information or user identification information, monitoring or scanning the networks of others;

i) gain unauthorised access to the Selfwealth Services;

j) disrupt, impair, alter or otherwise interfere with the functions, features, Content of the Selfwealth Services; restrict or inhibit any other visitor from using the Selfwealth Services, including, without limitation, by means of "hacking" or defacing a portion of this Selfwealth Services;

k) express or imply that statements you make are endorsed by Selfwealth, without Selfwealth's prior written consent;

l) modify, adapt, decompile, reverse engineer, disassemble or otherwise reduce the Selfwealth Services to a human-perceivable form;

m) remove any copyright, trademark or other proprietary rights notices contained in the Selfwealth Services;

n) harvest or collect information about this Website's visitors or Investors without their express consent;

o) are commercial, including selling, modifying, displaying, distributing or otherwise using any Content, in whole or in part, for any public or commercial purpose without Selfwealth's prior written consent, marketing, advertising or promoting goods or services, collecting and using any product lists or pricing for the benefit of other merchants, or re-selling, sublicensing or translating the Website, App; trade service or Solution;

p) use any meta-tags or any other "hidden text" utilising Selfwealth's name or Selfwealth Content without Selfwealth's express written permission;

q) frame the Website, or utilise framing techniques on any part of the Website, without Selfwealth's express written permission; or

r) provide access to the Selfwealth Services to persons who are not Investors or have not paid the relevant fee for the service.

53. Registration and Login

a) Certain parts of the Selfwealth Services are only accessible to Users who have "logged in" or paid the relevant fee.

b) For Self-Directed Investors, You represent and warrant that you are the individual identified in the Application Form, you have all necessary authorities in respect of your Portfolio and that all information you have supplied to us in connection with your use of the Selfwealth Services is true and correct.

c) For Self-Directed Investors, You represent that you do not hold an AFS Licence and are not an authorised representative of an AFS Licence holder.

d) For Advisers, you represent and warrant that the Advised Client is the individual identified in the Application Form, they have all necessary authorities in respect of your Portfolio and that all information they have supplied to us in connection with your use of the Selfwealth Services is true and correct.

e) When using the Selfwealth Services, you are responsible for maintaining the confidentiality of your login details and for restricting access by third parties to your Account. You agree to be liable if your login details are used by an unauthorised person and are fully responsible for all activities that are conducted under your subscription membership. If you believe that any of your login details have been compromised, lost or misplaced, you must contact us immediately by email at support@selfwealth.com.au. You must exercise particular caution when accessing the Selfwealth Services using the Software from a public or shared computer or mobile device so that others are not able to view or record your login details or other Personal Information.

54. Account security

In this section, 'Unauthorised Transaction' means a transaction not authorised by you but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

a) As a User you are responsible for maintaining the security of your Account details, such as passwords, usernames, contact information, financial information, or any other personalised security measures instituted to prevent Unauthorised Transactions.

b) In addition to clause 55 'Disclaimer of Warranties and Limitation of Liability', Selfwealth strongly recommends the use of two-factor authentication to provide increased security to your Account. You agree to conform to the use of the two-factor authentication software that is provided in connection with Selfwealth Services, and to keep dependent software up to date to support two-factor authentication.

c) Refer to the Selfwealth Help Centre article on how to enable two-factor authentication.

d) If a User fails to install and use two-factor authentication in connection with the use of their Selfwealth Account and an Unauthorised Transaction

occurs, Selfwealth's liability is limited to $5,000 AUD for any claims or losses incurred because of that Unauthorised Transaction, where Selfwealth has not taken reasonable steps to restrict access to your Account when notified by you of unauthorised access to your Account, unless contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct.

55. Disclaimer of Warranties and Limitation of Liability

a) You agree that you have not relied on any representation, description, illustration or specification that is not expressly stated in these Terms.

b) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL), Australian Securities and Investments Commission Act 2001 (Cth) or any other Applicable Law, that cannot be excluded, restricted or modified by agreement. Nothing in these Terms excludes, restricts or modifies our liability in respect of our gross negligence, fraud or wilful misconduct.

c) To the extent permitted by law (including the ACL), Selfwealth excludes all warranties, whether express or implied (not including any consumer guarantees under the ACL), including any warranties or representations concerning availability of the Selfwealth Services, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Selfwealth Services including Content, all links to or from the Selfwealth Services and the goods and services advertised or accessible using the Selfwealth Services. Subject to the consumer guarantees provided for in consumer protection legislation (including the ACL), we do not warrant that you will have continuous access to the Selfwealth Services. We will not be liable in the event that the Website or the full functionality of the Solution or Data Feed Service is unavailable to you or due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

d) We and the Service Providers do not guarantee the delivery of communications over the internet as such communications rely on third party service providers. The exchange of information electronically is vulnerable to interception by third parties and we do not guarantee the security or confidentiality of information available through the Selfwealth Services nor the security of the Selfwealth Services. Whilst we strive to protect information transmitted via the Selfwealth Services, any such information is transmitted at your own risk.

e) To the extent permitted by law (including the ACL), Selfwealth's liability in respect of any non-excludable warranties or conditions relating to the Selfwealth Services including Content, all links to or from the Selfwealth Services and the goods and services advertised or accessible using the Content is limited to resupplying the relevant Selfwealth Services or the reasonable cost of resupplying the relevant Selfwealth Services, whichever Selfwealth sees fit to provide.

f) For all other claims or liability, and to the extent permitted by law, the maximum liability of Selfwealth and its officers, directors, employees, agents or contractors (including, the Service Providers) for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Selfwealth Services, all links to or from the Selfwealth Services and the goods and services advertised or accessible using the Selfwealth Services will be the amount of any Subscription Membership Fee received from you in the preceding 12 months in the aggregate of all claims.

g) Except where Selfwealth fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, Selfwealth will not be liable to you for:

i) any damage, loss or expense resulting from or caused by:

A) any act of Selfwealth which was carried out in good faith, and which did not involve Selfwealth's gross negligence, criminal conduct, fraud or wilful misconduct (notwithstanding that such act may have been in breach of these Terms);

B) your investment decisions and any acquisitions and sales of Available Investments you make, regardless of whether they were made in light of Content available on the Selfwealth Services;

C) fluctuations in the value of Available Investments;

D) an interruption to or suspension of the Data Feed Service which did not involve Selfwealth's gross negligence, criminal conduct, fraud or wilful misconduct;

E) the accuracy, reliability, timeliness or completeness of the Portfolio Information after it has been transmitted via the Data Feed Service to Third Party Providers;

F) any act or omission of any third party;

G) any inaccurate or incorrect Third Party Information;

H) any inaccurate or incorrect information in Your Content or otherwise provided by you;

I) any event or circumstance beyond Selfwealth's reasonable control including, without limitation, a Force Majeure Event;

J) any breach of these Terms, negligence, default, fraud or dishonesty by you;

ii) any direct or indirect lost profit, loss of opportunity, incidental, consequential or special damages, howsoever the loss is caused and regardless of whether it was foreseeable or not.

h) Except where a Service Provider fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms, the Service Provider will not be liable to you for:

i) any damage, loss or expense resulting from or caused by:

A) any act of a Service Providers which was carried out in good faith and which did not involve a Service Provider's gross negligence, criminal conduct, fraud or wilful misconduct (notwithstanding that such act may have been in breach of these Terms);

B) your investment decisions and any acquisitions and sales of Available Investments you make, regardless of whether they were made in light of Content available on the Selfwealth Services;

C) fluctuations in the value of Available Investments;

D) any act or omission of any third party;

E) any inaccurate or incorrect Third Party Information;

F) any inaccurate or incorrect information in Your Content or otherwise provided by you;

G) any event or circumstance beyond the Service Provider's reasonable control including, without limitation, a Force Majeure Event;

H) any breach of these Terms, negligence, default, fraud or dishonesty by you;

I) any direct or indirect lost profit, loss of opportunity, incidental, consequential or special damages, howsoever the loss is caused and regardless of whether it was foreseeable or not.

56. Indemnity

You agree to indemnify Selfwealth and the Service Providers in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings incurred howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

a) any breach of these Terms, the Broker Terms and Conditions or the International Broker Terms and Conditions (if applicable) by you;

b) any wrongful, wilful or negligent act or omission of You or any of Your officers, employees, agents or contractors;

c) your use of the Selfwealth Services and Your Content (as applicable); and

d) your communications with Selfwealth or the Service Providers,

except to the extent contributed to by our gross negligence, criminal conduct, fraud or wilful misconduct

57. Jurisdiction and Law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

58. Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

59. One signature on Accounts with multiple signatories

Where an Account has multiple signatories, Selfwealth may accept an instruction provided on behalf of only one of the Account holders. However, in certain circumstances, Selfwealth may require signed authorisation from multiple signatories authorising the acceptance of a single signature.

60. Third Party Beneficiary

You agree that the Service Providers are third party beneficiaries of these Terms, with all rights to enforce such provisions as if the Service Providers were parties to these Terms.

61. Bundled Trade Execution Service

a) Selfwealth may, from time to time, provide a trade execution service in which you may execute multiple trades in one order, known as Bundles.

b) In using this bundled execution service, you agree and acknowledge that:

i) whilst we have taken care to ensure the composition of a Bundle is designed based on information relevant and available as assessed by us at the initial time of composition, such composition may not be amended or updated at every instance to be contemporaneous with prevailing market conditions, and is not designed with any intention to provide personal or general financial advice to you in our exercise of discretion when determining the constituents and allocation in a Bundle;

ii) the actual allocation obtained by you through the use of Bundles may differ from the targeted allocation displayed on our Solution at the time you place your Bundle order, because of: (i) execution factors beyond our control which may cause one or more trades in a Bundle to fail (but the rest of the trades in the Bundle may be processed); and/or (ii) fluctuations in price of the constituents in the Bundle; and

iii) accordingly, to the extent permitted by law, we do not assume any duty of care (whether under contract, tort, statute or otherwise) to you in relation to the constituent, allocation or execution or non-execution of any trade comprised in a Bundle, and any loss which may be suffered or incurred by you in any way in relation to your use of a Bundle.

c) Bundles do not consider and are not tailored to your individual goals and circumstances, and are not to be regarded as financial advice. You acknowledge that you have read and understood the descriptions and compositions of the various Bundles, have a good understanding of the underlying securities and/or ETFs, and have ascertained that the Bundle you choose to execute your order of those underlying assets are suitable for you.

62. Contacting Selfwealth

If you have questions about the Selfwealth Services, these Terms or the Privacy Policy, please contact Selfwealth by emailing suppport@selfwealth.com.au.

63. Definitions and Interpretation

In these Terms unless the context requires otherwise:

ACL – Australian Consumer Law generally; specifically the 'Competition and Consumer Act 2010;

Adviser means a user who has subscribed for access to the Solution in accordance with these Terms and who was accepted under clause 23(a) 'Adviser Registration';

Advised Clients means a person to whom clause 24 'Becoming an Advised

Client' applies;

Adviser Registration Form means the application form to become an Adviser made available on the Website, Solution or otherwise by Selfwealth from time to time;

Adviser Platform means those elements of the Website and the Solution made available to Advisers to enable them to utilise the functionality set out in clause 22.2(b) 'Nature of the Adviser Platform';

Applicable Law means the Corporations Act 2001 (Cth), and any other statute, statutory instrument or general law that is applicable to a party in connection with these Terms;

Application Form means the application form to become a User made available on the Website or Solution by Selfwealth, from time to time;

App means the Selfwealth application downloaded by a user to a mobile device;

ASIC means the Australian Securities and Investments Commission established under the Australian Securities and Investments Commission Act 2001 (Cth) and its successors;

ASIC Policy means regulatory guides, legislative instruments and class orders issued by ASIC;

Australian Trade Service means the system accessible through the Solution through which you provide Trade instruction to Selfwealth, and Selfwealth submits your instruction to execute a Trade through User's Selfwealth Account and the Trade is executed on behalf of the User by the Broker;

Available Investments means financial products which can be monitored through the Selfwealth Solution, as determined by Selfwealth from time to time, including all securities listed on an Australian Securities Exchange;

Bonus Trades means Trades issued at a reduced cost or no additional cost to Investors, on such terms as specified by Selfwealth from time to time;

Broker means a Market Participant firm (i.e. Broker) that has been selected by Selfwealth from time to time, and notified to Users, as the provider of execution, clearing and settlement services in connection with the Australian Trade Service and which you have appointed to trade in Available Investments on your behalf;

Broker Terms and Conditions means the terms and conditions applicable to the Australian Trade Service Broker's execution, clearing and settlement services, with which you must agree in order to trade using your Selfwealth Account.

Business Day means a day other than Saturday or Sunday on which banks are open for general banking business in Melbourne;

Bundles means any feature available in the Solution to execute one or more trades in a single order as a basket, where each constituent trades in a security and/or ETF and its allocation in the basket is determined by us in our discretion. For the avoidance of doubt, unless otherwise stated, a Bundle is not a recommendation of the quality of any particular security and/or ETF.

Cash Balance (AUD) means the amount of cash held by Selfwealth in a Trust Account with ANZ on behalf of the User;

Confidential Information means all information belonging or relating to Selfwealth and/or the Solution, whether oral, graphic, electronic, written or in

any other form, that:

a) is or should reasonably be regarded as, confidential to Selfwealth; or

b) is not generally available to the public at the time of disclosure other than by reason of a breach of these Terms;

Content means any content made available on the Website or Solution;

Content Provided by Other Investors means the content uploaded, posted, linked to, stored, communicated, sent or transmitted on the Website or via the Solution by Users other than you;

Corporate Action includes, but is not limited to, any takeovers, bonus issues, stock splits, consolidations, rights issues or buybacks;

Credit Reporting Body has the meaning given to this term in the *Privacy Act 1988 (Cth)*;

Current Price means, in respect of an Available Investment, the most recent data available to the Solution;

Data Feed Service means the data feed service that allows Self-Directed Investors and Advisers to share the Portfolio Information data of Self-Directed Investors and Advised Clients, as applicable, to selected Third Party Providers nominated by the relevant Self-Directed Investors or Advisers;

Distributor means an entity appointed by Selfwealth to distribute the Solution;

Document Verification Service (DVS) means the Australian Government's Document Verification Service which electronically verifies key Government issued documents;

Enhanced Balance and Transaction Reporting program means a program implemented by ANZ involving ANZ providing us with information about you and your transactions, including payer details in respect of direct entry payments, New Payments Platform payments and Osko payments;

Force Majeure Event means any act, event or cause including:

a) an act of God, peril of the sea, accident of navigation, war, sabotage, riot, act of terrorism, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive contamination;

b) an action or inaction of a Government Agency, including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; or

c) breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material,

To the extent that the act, event or cause directly or indirectly results in a party being prevented from or delayed in performing one or more of its obligations under these Terms and that act, event or cause is beyond the reasonable control of that party;

Inactive/Dormant Accounts means an Account that has zero portfolio holdings, has not traded within the last 12 months and has a cash balance of less than $10.00 AUD;

International Available Investments means financial products which

can be monitored through the Selfwealth Solution, as determined by Selfwealth from time to time, including all shares that can be purchased through an International Broker;

International Broker means a Broker which has been selected by Selfwealth from time to time, and notified to Users, as the provider of execution, clearing and settlement services in connection with the International Trade Services and which you have appointed to trade in International Available Investments on your behalf;

International Broker Terms and Conditions means the terms and conditions applicable to any of the International Broker's execution, clearing and settlement services;

International Cash Balance in respect of a User, means the amount of cash held by an International Broker in a foreign domiciled Trust Account held on behalf of the User;

International Trade means either a sale or purchase of a non-Australian Available Investment;

International Trade Service means a system accessible through the Solution through which you provide International Trade instructions to Selfwealth, and Selfwealth submits your instructions to execute an International Trade through the User's Selfwealth Account and the International Trade is executed on behalf of the User by an International Broker;

International Trust Account has the meaning given to it in clause 13(c);

Subscription Membership Fee means, in respect of a period, the fee paid by an Investor to Selfwealth for access to the Solution for that period;

Month means a period extending from a date in one calendar month to the corresponding date in the following month;

Odd lot refers to a parcel of units that is less than the normal unit of trading for an asset. Odd lots tend to emerge in a portfolio as a result of a company announcing a reverse stock split, or due to dividend reinvestment plans. Odd lots currently impact the Hong Kong exchange only;

Personal Information means your name, address, date of birth, credit card details, Selfwealth login details, broker login details and any other information you have entered into the Solution about yourself which the Solution identifies as "personal information";

Portfolio Holdings means a portfolio of Australian or International Available Investments including any cash balances (if applicable);

Portfolio Information has the meaning given to it under clause 4(b)(ix);

Profile Information means your gender, age, Risk Temperature, State of Residence, Investor Type, SafetyRating and such other information (other than Personal Information) you have entered into the Solution about yourself;

Self-Directed Investor or Investor means a user who has subscribed for access to the Solution in accordance with these Terms and whose application was accepted under clause 5(a) 'Becoming a Self-Directed Investor';

Selfwealth Account means an Investor's or Advised Clients' shareholdings administered through the Australian Trade Service and International Trade Service and the Investor's or Advised Clients' Cash Balance and International Cash Balance;

Service Providers means Selfwealth's service providers as appointed from time to time, including but not limited to the Broker, International Brokers,

Refinitiv, ASX, and Cboe Global Markets;

Selfwealth Services means the Website, App, Solution, Data Feed Service, Australian Trade Services or International Trade Services;

Solution has the meaning given in clause 1(a);

Third Party Information means information supplied by another User or third party and incorporated into the Website or Solution, including:

a) Current Price and historical price information in relation to Available Investments provided by ASX Limited or International Available Investments provided by another securities exchange, or any other third party;

b) research and analysis in relation to Available Investments provided by Refinitiv;

c) Content Provided by Other Investors;

Trade means either a sale or purchase of an Available Investment;

Trust Account has the meaning given to it in clause 7(b);

User means a Self-Directed Investor, Adviser, Advised Client or other person who has been given access to the Selfwealth Services

Watch means in respect of a Portfolio, to elect through the Solution to view the Available Investments which comprise the Peer Portfolio and be notified of updates to the Peer Portfolio from time to time; and

Your Content means the content uploaded, posted, linked to, stored, communicated, sent or transmitted on the Website or via the Solution in accordance with clause 46(a) 'Privacy';

Interpretations

In these Terms unless the context requires otherwise:

a) the singular includes the plural and vice versa;

b) a gender includes other genders;

c) the headings are used for convenience only and do not affect the interpretation of these Terms;

d) other grammatical forms of defined words or expressions have corresponding meanings;

e) a reference to a document includes the document as modified from time to time and any document replacing it;

f) a reference to a party is to a party to these Terms and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

g) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;

h) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any body or entity whether incorporated or not;

i) the word "month" means calendar month and the word "year" means 12 months;

j) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;

k) a reference to a thing includes a part of that thing;

l) a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

m) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)";

n) money amounts in these Terms, the Website and Solution are stated in Australian currency unless otherwise specified;

o) a reference to time is to Melbourne, Australia time;

p) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body which performs most closely the functions of the defunct body;

q) any agreements, representation, warranty or indemnity in favour of two or more parties (whether those parties are included in the same defined term or not) is for the benefit of them jointly and separately; and

r) any agreements, representation, warranty or indemnity by two or more parties (whether those parties are included in the same defined term or not) binds them jointly and separately.

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Selfwealth by Syfe