

AquireFX Master Client Agreement

The following terms and conditions apply to all clients dealing with AquireFX Limited (ABN 33 111 382 560) (“AquireFX”, “us” or “we”) through any of our Websites. This includes individuals transacting privately, all government and statutory bodies, and all business customers whether as a sole proprietor, as a trustee of a trust, a company, or a partnership. You should not indicate your agreement to these terms and conditions until you have read them fully, are satisfied that you understand them and are happy with what they say. If there is anything that you do not understand in these Terms of Use, please ask us for more information and/or consult a solicitor.

Statement of understanding and acknowledgement

You acknowledge and confirm the following, that:

- a) You are entering into this agreement in the capacity of an individual acting on your own account or authorised officer on behalf of the company/business or other legal entity;
- b) You have read and understand these AquireFX Client Terms of Use;
- c) We have informed you to seek independent legal, financial and taxation advice prior to signing this agreement;
- d) We have provided you with all the Required Documents.
- e) You have read and understood all Required Documents provided by us and you are aware that a copy can be obtained at any time by contacting us via telephone or visiting the Website.
- f) You have read and understood clause 5 relating to the risks of trading or holding foreign currency.

By clicking or tapping “Agree” on the Website and by using the Platform, you acknowledge and agree that you are aware of, understand and accept these Terms of Use and agree to be bound by them.

1. This Agreement

Structure of this Agreement

This agreement is a master agreement which applies to all Transactions you subsequently enter into with or through us. The specific details of each individual Transaction will be agreed separately at such time as you book those Transactions; they will constitute separate agreements in their own right but, if we are the counterparty, will incorporate these terms and conditions.

Other Documents You Must Read

You acknowledge that you have been provided with copies of the Required Documents.

Ownership of Funds

You may not enter into Transactions on behalf of third parties. You must be the owner of any funds that are the subject of a Transaction.

Appointment of Agent

If you would like us to receive Instructions from somebody else acting on your behalf, you must sign an Agent Appointment Form.

2. Our Service

Services

We will provide the Services to you under this Agreement.

Execution only services

The Services we provide are execution-only services. The final decision is always your own.

No Advice

We may provide general financial product advice to you on the Website, Platform or otherwise. Any such advice is general in nature only and does not take into account any of your personal objectives, circumstances or financial needs.

We will not consider your specific financial circumstances or needs when we enter into a Transaction with you. You must obtain your own financial advice and make your own assessment as to whether our Service is appropriate for your particular requirements. You must select the type and timing of each Transaction you enter into yourself.

Foreign Exchange Services

We hold an Australian Financial Services Licence authorising us to provide foreign exchange products and services. We offer Spot Contracts, the details and mechanics of which are explained in our PDS. You should read the PDS before entering into this agreement or any Transaction.

No Margin or Speculative Trading

We do not offer any form of margin or speculative trading facilities. When you enter into a Transaction, you must deliver to us the full amount of the funds you are transferring on or before the Delivery Date.

No Exchange Rate Set-Off

We will not agree to enter into any kind of set-off arrangement that would allow you to pay us only the amount of any loss that might be realised on settlement of the Transaction, or us to pay you any profit, as the result of exchange rate movements.

3. Your Instructions

Username and Password

We will issue each of you, your Authorised Signatories or Agents (as applicable) with a Username and Password that will enable Instructions to be provided to us on the Platform or by telephone, subject always to any limits on authorisation that you may have set in this agreement. It is your responsibility to ensure the security of your username and password. You must also ensure that each Authorised User and / or Agent to whom a login and password is provided, will keep them secure and confidential. You will advise us immediately if you have any reason to believe that the login and passwords allocated to you, or any Authorised User or Agent has been compromised. We will rely on any Instructions received pursuant to the use of the username and password without checking the identity of the user and you will always be bound by those Instructions.

Authorised Signatories for Corporate Customers

You must appoint one or more Authorised Signatories (even if you are a company and you have a sole director who has already signed the Agreement in the capacity of a director). An Authorised Signatory may have unlimited authority to give us Instructions on your behalf or you may specify the stages of a Transaction they are authorised to undertake. We will rely on Instructions received by the individual/s appointed by you as Authorised Signatories in this agreement until such time as you revoke or vary that authority by giving us 48 hours' notice in writing. If you wish to change the Authorised Signatories, you may do so by completing a Change of Authorised Signatory Form or otherwise notifying us in writing.

Agent

You may appoint somebody else to act on your behalf ("Agent") under this agreement. If you do, we will act in accordance with all Instructions received from your Agent, and you will be bound by those Instructions, until you withdraw your authority for that Agent. You must give us at least 48 hours written notice of your intention to withdraw your authority for that agent and the authority is only cancelled at the end of that 48 hour period or at such later time as you specify in your notice.

No Obligation to Accept Instructions or Process Transactions

While we will always endeavour to comply with your Instructions as quickly as possible, there may be circumstances in which we are unable to do so. Therefore, we always reserve the right to refuse to accept your Instructions and to do so without giving you any reasons and without incurring any liability to you for any resultant loss or damages incurred by you or any other party.

4. Transactions

Transaction Binding

If you wish to enter into a Transaction, you may do so by giving us Instructions on the Platform or by telephone. We do not accept instructions by email. The Transaction will be legally binding on you when we receive your Instructions in accordance with this clause 4.

Platform Booking Confirmation

If you book a Transaction on the Platform, the Transaction will be legally binding once you confirm the Transaction details.

Telephone Booking

If you book a Transaction by telephone, the Transaction will be legally binding after the telephone call. We will send you an email headed "Deal Confirmation". The Deal Confirmation constitutes an error correction mechanism only. If there is any discrepancy between the Deal Confirmation and the details of the Transaction that have already been agreed in the telephone conversation, you must contact us immediately, failing which the Transaction details in the Deal Confirmation will be deemed to be correct. We record all such telephone calls in accordance with our privacy policy and, in the event of any dispute, the transcript of our telephone conversation may be used as evidence as to the terms of the agreement that was entered into.

Cancellation

Once a Transaction has become legally binding, you may not cancel the Transaction in any circumstances. You may only act to correct any of the Transaction details set out in the Deal Confirmation if the Deal Confirmation does not reflect the Transaction details that have already been agreed.

Out-of-Market Quotes

If we quote you a Rate that is clearly a mistake on our part ("Out-of-Market Quote") as the result of a technical or human error, it is not binding on us. You must notify us as soon as the mistake comes to your attention and we will re-quote the Rate as soon as possible.

Prompt Performance by You

You acknowledge that exchange rates can fluctuate rapidly, so the Rate we quote you is contingent on the prompt performance of your obligations in relation to that Transaction. We reserve the right to re-quote the Rate if you do not provide us with requested information or funds on time.

Transactions using the Platform

In using the Platform to enter into Transactions, you confirm and accept the following:

- a) That you are placing an order to transact at the Rates quoted on the Platform.
- b) You will complete Transactions using the logins and passwords allocated to you by us

and valid entry of such a login and password will constitute an authorisation by you to complete the Transaction at the Rate specified on the Platform irrespective of whether the login and password are entered by an Authorised User or Agent.

- c) You must ensure that no unauthorised person is able to use the login details provided to you by us.
- d) You are liable for all activity on your Account. You agree you will take full responsibility for any activities or action undertaken on your Account. In doing so, you acknowledge the risks of trading on our Platform under clause 5.

Software and System Updates

We may change the minimum specifications required to access the Platform, may make operational changes to and alter the Services available via the Platform. We will endeavour to notify you of such changes by either placing a message on our Website, log on page of the Platform, through our mobile app or by emailing you.

You are responsible for obtaining, maintaining and ensuring compatibility with your equipment. We will not be responsible for any loss or damage to your data, software, computer, telecommunications or other equipment caused by your use of our Platform, unless such loss or damage is directly and solely caused by our negligence or deliberate default.

Virus Protection

You are responsible for ensuring that your equipment is free from viruses and other malware and we will not be responsible for any losses incurred by your failure to do this. We shall use reasonable endeavours to keep the Platform free from viruses and corrupt files but we cannot guarantee that the Platform will be free from infection by viruses or anything else with contaminating or destructive properties. We are not able to guarantee access to the Platform will be uninterrupted, continuous or error free.

Fraudulent Transactions

We can delay, decline or reverse any Instruction if we reasonably suspect that the Transaction might be unlawful or might be associated with financial crime or that we reasonably believe that by carrying out the Transaction we might breach our compliance obligations or if you are in breach of this agreement. Under such circumstances, we will not be liable to you if we delay or refuse to carry out your instruction.

It is important that you take care when issuing any Instructions. You will be liable for all Instructions made when using the Platform including instances of any misuse, fraud or abuse by you or your Authorised Users or Agents or where you or your

Authorised Users or Agents have disclosed security details to a third party.

If you dispute that you have carried out a Transaction on your Account, we will investigate and will expect you to co-operate with us and local law enforcement in any investigations.

We can withdraw or suspend your security details with immediate effect if we believe that this is necessary to prevent suspected unauthorised or fraudulent use of any of Account.

You can end your access to your Account at any time by contacting us via telephone or email or by deleting the mobile app from your device.

We may terminate or suspend your use or the use by your Authorised Users of the Account or Platform (or any part of it) at any time.

Deduction of intermediary/receiving bank fees

In some circumstances a number of intermediaries may be involved in an international payment and may deduct a charge. The receiving bank may also take a charge. These charges cannot always be calculated in advance, and you will be liable for these expenses.

We will not be liable for losses that result from these fees being levied. We will use our best endeavours to ensure that all fees associated with a Transaction are disclosed to you on the Platform and in the Required Documents. However, due to the complexity of the international foreign exchange markets this may not always be possible.

Events of Force Majeure

If we are unable to perform our obligations under this agreement because of factors beyond our control or because of a Force Majeure event, we will notify you as soon as reasonably practicable. We will use reasonable endeavours to return any money paid by you in respect of which we have been unable to discharge our obligations under this agreement.

Market disturbance

We may give a notice ("a Disturbance Notice") to the Client at any time if we form the view that market conditions in the relevant financial market for the currency concerned are seriously disturbed. This includes circumstances where, in our opinion, deposits in the currency concerned are not available in the ordinary course of business to us in the relevant financial market or because of national or international financial, political or economic circumstances or exchange or controls, it is impractical.

When a Disturbance Notice is given, our obligations will be superseded while we negotiate alternative arrangements with you. If we reach agreement

before the value date, those alternative arrangements will apply. If we do not reach the agreement within that period, each will be released from its obligations under the relevant Transaction.

In the event that you enter into a Transaction with us and it transpires that the currency involved in the Transaction (purchase or sale currency) is withdrawn or redenominated into another currency by the necessary authorities, for whatsoever reason, before the value date:

- a) You will still be bound to perform the contract;
- b) The withdrawn or redenominated currency will be replaced with the domestic currency of the country where the funds are being sent;
- c) The exchange rate applicable will revert to a fixing rate;
- d) You will be liable for any costs involved.

5. Risks of Trading

The trading or holding of foreign currency involves significant risks and the losses can be substantial. You should carefully consider and assess whether trading or holding of foreign currency is suitable for you depending upon your financial circumstances and tolerance to risk. If unsure, you should seek professional advice.

The value of currencies change continuously and are affected by a wide variety of political, legal and economic factors. Market conditions can change quickly and can adversely affect the value of your holdings.

We do not warrant or guarantee that particular currencies will be available on our Platform. We reserve the right to stop offering future trades in relation to particular currencies without notice. We will use our reasonable endeavours to notify you by email and/or on our Platform if we cease to support trading in a particular currency.

We are not responsible or liable for any currency once it is transferred from our Platform to another site, device, platform or user. It is important for you to take precautions when transferring and storing your currency on our Platform or through other sites, wallets or devices.

We have implemented security measures for the Platform in line with industry practice but we cannot guarantee the security of your personal information or Account. We take no responsibility for misappropriation or theft of your currency on the Platform unless it resulted solely from our fault or error. You should familiarise yourself with the security measures available on the Platform. Always take a greater degree of care and precaution to

secure your passwords when operating in a digital environment.

6. Trading using your AquireFX Account

Deposits

All deposits made from your bank account by EFT into our Account may take up to 2 Business Days to process and clear.

Payments

All payments made may take up to 2 Business Days to process and clear.

We are not responsible for any delays you may experience in sending and transferring currency to and/or from the Platform to other platforms, websites, users or wallets. These delays may be due to issues beyond our control, including issues with third party websites and platforms.

Price Volatility

During periods of high market volatility, high volume trades, fast movement and illiquidity in the market, the market rate in which you buy, sell or trade a currency may be different to the price indicated on our Platform. We are not liable for any price variation due to market volatility, market or technology disruptions, delays or any other matters that caused by things that are outside our control. We may reasonably decide not to execute a trade if the market rate significantly increases or decreases or in the event of a market disruption or other event which is outside its control and in such cases we may cancel your buy/sell order and return the funds into your Account.

7. Payment

Spot Contract Payments

You must initiate payment into our nominated account of the full amount required to settle a Spot Contract before 10am on the settlement date of the legally binding transaction in accordance with clause 4. If we have not received the funds by settlement date, we reserve the right to Close Out the Transaction in accordance with clause 10.

No Cash or Cheques

You acknowledge that we do not accept cash or cheques. You agree to make all payments to our account electronically and you acknowledge that we will transmit your funds by electronic means only.

Beneficiary Account

You must provide us with full details of your Beneficiary Account, including the full name and address of the account holder and the full name and address of the beneficiary bank, on or before the date that we nominate. If you fail to do so, we reserve

the right to Close Out the Transaction in accordance with clause 10.

Beneficiary Account Number

We will rely solely on the account number you give us for your Beneficiary Account and will not check to ensure that the name provided by you accords with the account number you have given us.

Full Amount

All payments must be received by us in cleared funds and for the full amount being transferred, including any Transaction fees that may be payable and any Service fees that have been requested by us or any third party, before we will credit your Beneficiary Account. In the event that we agree to make a payment for you without having received the full amount, you acknowledge that we are not waiving our right to ask you for the full amount after the Transaction has been processed.

Funds Held by Us

You acknowledge and agree that we will place your funds into a separate client segregated bank account the details of which are provided in our Standing Settlement Instructions.

No Interest Paid

You acknowledge that we will not pay to you any interest on any funds held by us whether by way of Advance Payment or otherwise.

Client Money

The client agrees that we may aggregate money paid into the client's account ("the monies") with funds received from other client's into a single designated account. The client consents to us retaining any interest accrued from time to time on the monies. For Forward Contracts, the client authorises us to utilise the monies for meeting obligations incurred by in connection with Margin calls and Orders.

8. Misdirected Funds

Your Mistake

If your funds are sent to the wrong account as the result of a mistake made by you, and we have acted in accordance with your Instructions, we will be under no obligation either to recover the funds or to resend the funds to the correct Beneficiary Account. You will need to book a new Transaction.

Our Mistake

If your funds are sent to the wrong account as the result of a mistake made by us, we will take urgent action at our own expense to recover those funds, provided that you take immediate action to assist us to recover any such funds if the mistaken beneficiary is related to you or associated with you in some way.

9. Orders

Legally Binding

You may enter an Order on the Platform or by telephone. Subject to your right to cancel the Order in accordance with this clause, the Order will become binding as and from the time that your Instructions are received by us. After we receive your Instructions, we will send you an Order Confirmation. The Order Confirmation constitutes an error correction mechanism only; if you do not contact us immediately on receipt of the Order Confirmation, the Transaction details will be deemed to be correct.

10. Closing Out

Closing Out Transactions

We may refuse to perform a Transaction, or we may Close Out a Transaction or all current Transactions that you have with us, without notice to you:

- a) if you fail to make any payment when it is due, including the payment of any Advance Payment that has been requested by us;
- b) if you fail to provide any material information we have requested or any information you have given us is or becomes, in our opinion, materially inaccurate or misleading;
- c) in the event of your death or loss of mental capacity;
- d) if bankruptcy proceedings are commenced against you;
- e) if the performance of our obligations under this Agreement become illegal;
- f) if a serious dispute has arisen between us; or
- g) if you breach an important term of this agreement or of any Transaction.

Consequences of Closing Out

When we Close Out any or all the Transactions that you have entered into, we buy back the currency that we have bought for you when you entered into the Transaction at prevailing market rates chosen by us in good faith. If the value of the currency you have asked us to exchange has strengthened, a loss will be incurred on the Transaction and you will be liable to pay us the amount of that loss, together with any expenses, premiums, commissions or other fees incurred by us.

No Payment of Profit

We will not pay you any profit arising from closing out a Transaction in any circumstances.

Payment of Loss

You acknowledge that the amount of any loss realised on the Closing Out of a Transaction is a debt payable by you and agree that we may immediately deduct the total amount of any loss (together with any expenses, premiums, commissions or other fees) from any funds we hold in relation to any Transaction whether in the form of an Advance Payment or otherwise. If the amount we are seeking to recover exceeds the amount of any Advance Payment or other funds held by us, you agree to pay

the balance within 7 days of being notified by us of the total amount due.

Interest

You agree that we may charge you interest on any sum that remains payable to us after we Close Out any or all of your Transactions at a rate of 2% per annum over the cash rate target of the Reserve Bank of Australia (or of such monetary authority as may replace it). Interest will accrue and will be calculated daily and be compounded monthly from the date payment was due until the date full payment is made by you.

Default Notification

You must notify us immediately if you become aware of any event referred to in this clause.

Notice of Monies Due

If we Close Out a Transaction, we will send you a written statement explaining the amount of any sums that may be payable to us and the amount of any sums being withheld by us.

11. Anti-Money Laundering and Counter-Terrorism Financing (“AML/CTF”)

AML/CTF Compliance

You undertake that you will not knowingly do anything to put us in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws). You undertake to notify us if you become aware of anything that would put us in breach of AML/CTF Laws.

Provision of Information

If requested, you undertake to provide additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/CTF Laws in Australia or an equivalent overseas jurisdiction.

No Grounds for Suspicion

You undertake that you are not aware and have no reason to suspect that:

- a) the money you are transferring is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities); and
- b) the money you are transferring will be used to finance, or in connection with, Illegal Activities.

Consent to Collection of Information by Us

We are subject to AML/CTF Laws. You consent to us collecting, storing, using and disclosing in connection with AML/CTF Laws any of your Personal Information (as defined in the Privacy Act 1988 (Cth)) we may have in accordance with our privacy policy or where required by law. If you are not a Beneficial

Owner or the sole Beneficial Owner, you may be required to provide Personal Information of Beneficial Owners to us.

Freezing or Blocking Transfer of Funds In certain circumstances

We may be obliged to freeze or block an Account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise because of the account monitoring that is required by AML/CTF Laws. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your account.

Right to Refuse to Provide Our Service

If you fail to provide to us upon request any information that we are required under the AML/CTF Laws to collect from you, we retain the right, at any time, to refuse, in our sole discretion, to provide our Service to you.

12. Disputes

Disputes Policy

If you have a problem with our Service, you should initially bring your complaint to our attention so that we can deal with it in accordance with our internal disputes policy. Our complaints officer will attempt to resolve the dispute to your satisfaction as quickly as possible.

Australian Financial Complaints Authority

If the dispute cannot be resolved under our internal disputes policy, you may then formally submit the dispute to the office of the Australian Financial Complaints Authority (“AFCA”) for determination in accordance with its rules.

Arbitration

If your dispute does not fall within the rules of the AFCA, you may submit the dispute to arbitration to be determined by the Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules, the Arbitrator will be a person recommended by the New South Wales Chapter of the Institute of Arbitrators and Mediators of Australia. You agree to accept the determination of the arbitrator.

Legal Action

Nothing in this clause prevents either of us from approaching a court either for an urgent injunction or to appeal the decision of an arbitrator and nothing prevents us from taking immediate legal action to recover any amounts that you may owe us as the result of Closing Out a Transaction/s under clause 10.

13. Limitation of Liability

No Liability for Delays

You acknowledge that delays in the transmission and receipt of payments may occur. You acknowledge that we operate a Platform that could be subject to technical, or other, problems, the nature and duration of which may be beyond our control. Our Service also involves the use of intermediaries who are outside our control. Accordingly, while we do everything in our power to ensure the timely transmission of funds, we cannot guarantee that transfers of funds will always be made on time and cannot accept any liability to you for any loss suffered by you because of any delays in the transmission of funds.

Liability Limited

We do not in any circumstances assume liability to you in excess of the amount of money you have actually paid to us in relation to any particular Transaction. We will not be liable to you for any form of consequential damages or loss that you may suffer as a result of:

- a) delays in the transfer of your funds, or
- b) our refusal at any time to transfer your funds.

Without in any way limiting the effect of this clause or any other clause of this agreement, "consequential damages" shall be taken to include but not be limited to damages arising from:

- a) loss of business,
- b) loss of opportunity to realise a gain because of foreign exchange fluctuations;
- c) loss of any other opportunity, or
- d) loss of interest on funds.
- e) For the avoidance of doubt and without limiting any other provision of this Agreement:
 - i. if your funds are sent to the wrong account or otherwise fail to reach your Beneficiary Account as the result of a mistake made by us, we will credit your Beneficiary Account in the full amount of the funds you expect to receive (subject always to your obligations under clause 3), but that shall be the full extent of our liability to you;
 - ii. if we Close Out or refuse to process one or more of your Transactions for any reason, we will refund to you any funds that we hold on your behalf by way of Advance Payment or otherwise, but that shall be the full extent of our liability to you.

Your Warranties

You agree that the following statements are true and accurate, and you acknowledge that we may cancel your Account or refuse to process, or Close Out, a Transaction if we find at any stage that they are not true and accurate:

- a) you are over the age of 18;
- b) you are the owner of the money being transferred;
- c) you are not acting on behalf of another person;
- d) you will inform us if you are acting as:
 - i. a sole proprietor of a business;
 - ii. a trustee of a trust; or
 - iii. a partner of a partnership;
 - iv. a corporate trustee of a trust; or
 - v. a corporate partner of a partnership;
- e) if you are acting as a trustee of a trust or a corporate trustee of a trust, you are properly authorised to enter into this agreement and any Transactions in accordance with the terms of the relevant trust deed;
- f) If you are acting as a director of a company, you are incorporated and/or registered and have full authority to enter into this agreement and any Transaction/s;
- g) you have a valid commercial or personal reason for entering into each Transaction and will not enter into any Transaction for speculative purposes; and
- h) in making your decision to enter into a Transaction, you will not rely on any market-related information that may be provided from time to time by us on our Website, Platform or by our employees or consultants.
- i) In executing this agreement and performing your obligations under this agreement, you are not acting in violation of any applicable law;
- j) All information you provide to us is true, complete and correct and you have not omitted any information relevant to this agreement;
- k) You will notify us promptly of any changes to the information you have provided to us;
- l) You are using the Platform as a means of trading of foreign currency and not for an improper purpose;
- m) You are not engaged in any illegal or criminal activity, including but not limited to:
 - i. Terrorist financing;
 - ii. Money laundering;
 - iii. Illegal gambling;
 - iv. Distributing or funding drugs and drug paraphernalia;
 - v. Malicious hacking.

14. Warranties and Indemnities

- n) You will not attempt to reverse engineer, disassemble or otherwise attempt to construct, copy or replicate any aspect of the Platform;
- o) You will not attempt to interfere with the security of the Platform or Website by any means, including by way of distributing viruses, corrupted files or other similar software or programs that may damage the operation of any computer hardware or software or which are otherwise directed at the website or its users;
- p) You will not attempt to use our Service for any purpose that is unlawful or prohibited or in a way which infringes the intellectual property rights or other rights of any person (including us).
- q) Any user of the Platform who violates or breaches our terms of use may have their Account terminated, as well as any pending Transactions cancelled. You may also be held liable for any losses incurred by us.

Your Indemnity

You agree to indemnify us for any costs, expenses or fees we may incur as a result of your failure to perform your obligations under this agreement, whether they arise under clause 10 or in some other way. This includes any legal costs that we may incur in order to enforce our rights or recover any amounts you owe us. You also agree to indemnify us for any fees, costs, duties and taxes charged by third parties in relation to the Transactions you enter, including fees charged by your beneficiary bank, whether or not those fees or charges were notified to you in advance.

Our Indemnity

In accordance with clause 8 of this Agreement, if your funds are sent to the wrong account as the result of a mistake made by us, we will indemnify you and keep you indemnified in relation to the recovery of those funds and will take urgent action at our own expense to recover the funds, if you take immediate action to assist us to recover any such funds if the mistaken beneficiary is related to you or associated with you in some way.

15. Intellectual Property

You acknowledge that we or our licensed providers are the sole and exclusive owners of all intellectual property rights in the Platform.

You may download and print content from this Platform for your own personal or internal business purposes only. You must not publish, adapt, communicate to the public, distribute to third parties, amend or make any other copy of information on this Platform without our prior written consent or

otherwise do anything which would infringe our intellectual property rights in the Platform.

All trademarks, registered trademarks, product names, logos and company names mentioned on this Platform are either owned by us or are displayed under licence or with permission from the owner. Those third-party marks, logos and names remain the property of their respective owners.

Reference on the Platform to any companies, products, Services, branding, offers or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us or the respective trademark owner.

16. Privacy

In performing our obligations under this Agreement, we will comply with the Privacy Act 1988 (Cth). For more information about how to access the personal information we hold about you, how to have the information corrected or lodge a complaint, ask us for a copy of our privacy policy or visit our website.

Purpose of Collection

We collect your Personal Information in order to provide our products and Services to you and to satisfy our regulatory obligations under AML/CTF Laws. We are required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to collect the Personal Information of individuals (being a natural person or persons) who ultimately own or control (whether directly or indirectly) the Account (Beneficial Owners). We are required to collect Personal Information of Beneficial Owners to assist us to verify information about the beneficial ownership and control of Accounts. If you refuse or fail to provide any requested information, we may not be able to process any Transaction/s on the Account. If you are not an individual, we may need to obtain this information from your Authorised Signatories or Agents.

Access to your Personal Information

You may obtain access to most Personal Information we hold about you by contacting our Compliance Officer. Sometimes there may be a reason why access will not be possible. If that is the case, you will be told why.

Organisations Who May Receive Your Information

We may provide your personal information to our intermediary bankers and to any government regulatory bodies that normally require it or may request it. We may also provide your Personal Information to any partners, agents or intermediaries who are a necessary part of the provision of our products and Services and any service providers who supply services to us (including our data storage provider).

We do not disclose Personal Information to overseas recipients. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will take reasonable steps to ensure that they protect your information in the same way we do or seek your consent before disclosing your information to them.

Information Correct and Up to Date

You must ensure that all information you give to us is accurate and up-to-date at all times. You must tell us if any details change as soon as practicable.

Protection of Information

We collect and store all information electronically and take all reasonable steps to protect information from unauthorised access, but we cannot accept liability for unauthorised access or use of information.

Contact Us

If you have any questions about the collection and use of your Personal Information, you may contact our Compliance Officer on +613 9994 1799 or at privacy@acquirefx.com.

Retention of Information

Any information collected by us, including telephone recordings or transcripts, may be kept or destroyed in accordance with our information retention policy.

Recording Phone Conversations

You consent to the electronic recording of all telephone conversations that take place between us without an automatic warning tone or warning message being given and you agree that we may use the recordings as evidence in any dispute or anticipated dispute between us.

Electronic Databases

You acknowledge and agree that we may access any electronic databases necessary to assist us to identify you and to assess your credit worthiness.

17. Security

Communication Risk

The transmission of information over the Internet (including to or from the Platform) is not completely secure or error free. In particular, emails to or from us and information submitted to or accessed via this Platform may not be secure and you should use discretion in deciding what information you send to us via these means.

Emails to and from us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code.

18. Cookies

We may use cookies to identify your computer on our server and so we can track your use on our Platform. In some instances, cookies may collect and store Personal Information about you. Such Personal Information will only be used by us in accordance with our Privacy Policy.

19. General

Notices

Where notice in writing is required under this agreement, it may be sent by fax, post or email. Proof of posting will be proof of receipt; in the case of facsimile or email on the day of dispatch, in the case of delivery by post 48 hours from the date of posting. Documents shall be sent to the last known postal address, email address or fax number you have given to us. If they change, you must notify us as soon as possible.

Modification of this Agreement

We may alter some of the terms of this agreement by posting the new terms on our Website or Platform. This will not affect any rights or obligations you already have, but you will be bound by the new terms when you enter into subsequent Transactions.

Governing Law

This agreement shall be interpreted in accordance with the laws of Victoria, Australia and you submit to the jurisdiction of the courts of Victoria, Australia.

20. Definitions

Account means your account with us, which may be set up and accessible via the Platform.

Advance Payment means a payment of part of the sum that is due us on the Maturity Date.

Agent Appointment Form means a form that we will give you to enable you to appoint somebody else to transact with us on your behalf.

AcquireFX means AcquireFX Limited (ACN: 111 382 560).

Authorise means authorise the stage of a Transaction when we transmit your funds from our account to your nominated beneficiary account.

Authorised Signatory means an individual appointed and authorised by you to provide Instructions to us on your behalf and perform obligations under this Agreement.

Auto-Confirm Transaction means a Transaction that has been booked on the Platform and has been processed by us automatically with no telephone call or other communication being entered into.

Beneficiary Account means the account to which you are sending your funds.

Booking means booking a Transaction by providing us with all of the relevant Transaction details.

Business Day means a day other than a Saturday, Sunday or public holiday on which banks are open for business in Sydney.

Close Out means reversing a Transaction in the circumstances set out in Clause 10 or otherwise pursuant to this Agreement.

Deal Confirmation means a written communication, however described, provided by us confirming the details of any Transaction that you have booked by telephone, or online, which shall be an error correction mechanism only.

Delivery Date means the date we have requested that you deliver your funds to our nominated account for transmission.

Forward Contract means a contract conferring the obligation, to buy or to sell a specified amount of a currency at a specified price within a predetermined point in time between 3 days and 12 months after the contract is entered into.

FSG means Financial Services Guide.

Global Trade Wallet means our digital currency wallet available on this Platform that enables you to send, receive, trade and hold currency.

Insolvency Event means:

- a) a meeting has been convened, resolution proposed, petition presented, or order made for the winding up of the Client;
- b) a receiver, receiver and manager, provisional liquidator, liquidator or other officer of the court has been appointed in relation to the Client or all or any asset the Client;
- c) a mortgagee or chargee has taken, attempted or indicated an intention to exercise its rights under any security under which the Client is the mortgagor or chargor;
- d) the Client is a domestic company and the company has become insolvent within the meaning of section 95A of the Corporations Act 2001(Cth);
- e) the Client has stopped paying its debts as and when they fall due; or
- f) the Client is a domestic company and the company is subject to voluntary administration under Part 5.3A of the Corporations Act 2001 (Cth). Instructions means a request made by you to enter into a Transaction and shall be taken to include

any information, communications or documents incidental to or relating to a Transaction whether we process the Transaction or not.

Instructions means a request made by you to enter into a Transaction.

Margin means the difference between the retail exchange rate we quote to you and the wholesale exchange rate we obtain from our provider.

Order Confirmation means the notification we send you confirming the details of the Order you have entered into with us.

Order means an Instruction pursuant to which we will enter into a Spot or Forward Transaction for you only at an exchange rate nominated by you.

PDS means Product Disclosure Statement.

Platform means any of the Websites and Services owned by AquireFX including the Global Trade Wallet.

Payment means payment by you to us of funds for transmission.

Rate means the foreign currency exchange rate that we quote you for a Transaction.

Required Documents means:

- a) Product Disclosure Statement ("PDS").
- b) Financial Services Guide ("FSG").
- c) Website terms of use agreement.
- d) Privacy policy.

Services means the provision of the following services:

- a) Arranging for your entry into Transactions (excluding any Transactions where we act as a counterparty unless advised by Notice under clause 19 of this Agreement);
- b) Website;
- c) Platform;
- d) Any other service advised to you by Notice under clause 19 of this Agreement.

Spot Contract means a foreign exchange contract under which we agree to exchange money at an agreed rate within 48 hours of the contract being entered into.

Transaction means a Spot Contract, a Forward Contract or an Order, and shall be taken to refer to a series of transactions pursuant to standing instructions given by you.

Websites means any websites owned by AquireFX including www.aquirefx.com.