TF GLOBAL MARKETS EQUITIES (AUST) PTY LTD

Client Terms and Conditions

Document	Client Terms and Conditions
Preparation date	02 July 2024
Entity	TF Global Markets Equities (Aust) Pty Ltd
ABN	63 636 447 099
Authorised Representative No.	1280662
Licensee	TF Global Securities (Aust) Pty Ltd, AFSL 412816

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Last updated: 24 September 2026

CLIENT TERMS AND CONDITIONS

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THINKMARKETS
CLIENT TERMS AND CONDITIONS

1 Introduction

1.1 TF Global Markets Equities (Aust) Pty Limited trading as "ThinkMarkets" (ABN 63 636 447 099) ("**ThinkMarkets**"; "**we**"; "**us**"; "**our**") is an Authorised Representative of TF Global Securities (Aust) Pty Ltd which is the holder of an Australian Financial Services Licence (AFS Licence No. 412816).

1.2 This document (the "**Terms**") is a master agreement and together with the Account Opening Form sets out the terms of the wider Agreement between us and you, the Client ("**you**"; "**your**") relating to the provision of General Advice to you and/or the deal in the following classes of financial products to retail and wholesale clients (within the definition of the Corporations Act): stocks and bonds; securities; standard margin lending facilities. The Agreement governs the trading services provided by us to you.

1.3 You should take sufficient time to read and understand the Agreement before you apply to open an Account or give us an Instruction or enter a Contract with us. Please contact us if you have any queries in relation to the Agreement or seek independent professional advice if you do not understand any aspect. Unless we have agreed in writing that any part of the Agreement does not apply to you, we will regard the Agreement as setting out all the relevant terms concerning our trading services and, specifically, all Contracts which you enter into with us. Instructions that we execute are legally binding and enforceable under this Agreement. By completing and signing your Account Opening Form or electronically submitting your Account Opening Form on our Website or via a mobile application, as applicable, you confirm that you accept the terms and conditions of the Agreement.

1.4 The Agreement supersedes all our previous client terms and conditions and any amendments thereto and will be effective either on the date we notify you as being the effective date or the date we open your new Account.

1.5 We provide General Advice and the deal in the following classes of financial products to retail and wholesale clients: deposit and payment products; foreign exchange contracts; government debentures, stocks, and bonds; managed investment schemes including IDPS; securities; standard margin lending facilities. If we provide General Advice to you then you acknowledge that the advice is general in nature and does not consider your personal objectives, circumstances or needs. You must consider your own objectives, circumstances or needs before deciding to use our services. General Advice is provided without charge. Under no circumstances will we provide Personal Advice to you.

1.6 From time to time, we may make additional services or products available to you. Such additional services or products may be subject to special terms and conditions.

1.7 Capitalised words and expressions used in these Terms have the meanings set out in clause 25.

2 Our electronic trading service, our dealings with you and your Account

2.1 Our trading service is an electronic service, and you consent to us providing you with certain information about us and our trading services and any changes to them. We will not send you a paper form of any of the information or documents referred to in the Agreement unless you request us to do so.

2.2 We will deal with you as principal under the Agreement and not as agent on your behalf. This means that any Contracts are agreed directly between you and us and we will be the

counterparty to all your Contracts. Unless we agree otherwise in writing, you will deal with us as principal and not as an agent or representative of another person. You shall provide us with a list of persons authorised to access our service and/or enter Contracts on your behalf (each, an "**Authorised Person**"). You will also inform us of any applicable authorisation limits at this time in accordance with clause 13. Where reasonably necessary to protect our legitimate business interests or to comply with any applicable Law, we reserve the right at any time to refuse the appointment or continuation of an Authorised Person without reason.

2.3 You shall immediately notify us when any new person becomes an Authorised Person or when any existing Authorised Person is no longer entitled to be an Authorised Person. Upon receiving Notice, the change in Authorised Person is effective immediately subject to us collecting and verifying identification documents to our satisfaction. However, the Notice shall not affect any Instructions or any Contracts already executed.

2.4 You hereby indemnify and agree to hold us harmless in respect of any loss incurred by an Authorised Person entering any Contract or other transaction contemplated by this Agreement, except to the extent any such loss has occurred due to our fraud, wilful default or negligence Any appointment of an Authorised Person pursuant to clause 2.2 shall remain in full force and effect as an appointment in writing required by the Agreement unless and until Notice of cancellation of appointment and/or replacement has been received by us subject to us collecting and verifying identification documents to our satisfaction.

2.5 Until you have provided a Notice to us to the contrary, or unless ThinkMarkets has reasonable grounds to believe for example, we may become aware of a cyber security incident that has compromised certain accounts or may become aware of a dispute between Authorised Users on an account. Otherwise, we may continue to assume that all existing Authorised Persons have authority to execute legally binding transactions with us.

2.6 We will be entitled to rely on any Instructions given to us and accepted by an Authorised Person in relation to your Account. Any action taken by an Authorised Person in respect of your Account shall be deemed to be an action by you and will be binding upon you unless you have provided prior Notice, under clause 2.4, confirming that the Authorised Person is no longer entitled to be an Authorised Person.

2.7 You will take reasonable steps to ensure that each Authorised Person complies in full of this Agreement.

2.8 We will treat you as a Retail Client unless you specifically ask to be treated as and are assessed and approved by us as being a Wholesale Client or Sophisticated Investor. **If you are a Wholesale Client or Sophisticated Investor (a "Professional Client"), there are some Retail Client protections in these Terms that will not apply to you. You should read this Agreement very carefully to understand the differences**

2.9 Most dealings with you under the Agreement will be carried out by us on an execution-only basis. While some of our staff are authorised to give you General Advice, none of our staff are authorised to give you Personal Advice. Accordingly, you should not regard any proposed Instruction or Contract, suggested trading strategies, factual market information or analysis, market commentary, or any other written or oral communications from us as expressing our view as to whether a particular Contract is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you always make in relation to your Account.

2.10 We are obliged under Law to obtain information about your relevant investment knowledge and experience so that we can assess whether certain services or products are appropriate for you and, if not, to give you a warning that trading may not be suitable for you and recommend you take several steps to increase your knowledge before proceeding.

However, we are not obliged to assess or ensure the suitability of any Instruction you give us or Contract you enter into with us. If you choose not to provide us with the information we request or if your information is insufficient, we may not be able to open an Account for you.

2.11 You undertake that any information you provide to us is correct. You are required to immediately inform us of any material change to the information provided to us on your Account Opening Form or by any other means, including any change to your contact details or financial status or any of the relevant information referred to in clause 2.11 above.

2.12 We may offer different types of accounts, including for different Products and with different features. We reserve the right to refuse to open an account for any reason.

2.13 Your Account will be designated in a Base Currency and be set to immediate conversion. This means that we will automatically convert any Closed P/L, any adjustments and any fees and charges that are denominated in another currency to your Base Currency before applying them to your Account. Similarly, we will automatically convert any money received from you in a non-Base Currency into your Base Currency. Your default Base Currency can be found in ThinkPortal. Conversions from another currency to your Base Currency may incur a fees.

2.14 If you open an Account jointly with others, then:

2.14.1 we may act on Instructions from you or any other person in whose name the Account is opened (each a "**Joint Account Holder**");

2.14.2 we may give any Notice or communication under the Agreement to either you or another Joint Account Holder, and any Notice or communication so given shall be deemed to have been made to all Joint Account Holders;

2.14.3 to the extent permitted by Law and this Agreement all Joint Account Holders shall be jointly and severally liable for all losses and charges arising on a joint Account under the Agreement;

2.14.4 the death of any Joint Account Holder will be an Event of Default under clause 12; and

2.14.5 on the death of any Joint Account Holder, notwithstanding our rights under clause 12, the Account will continue in the name of the survivor(s) unless or until closed.

3 Tax File Number (for Australian Tax Residents only)

3.1 You do not have to provide us with your Tax File Number and declining to do so is not an offence. If you do not provide us with your Tax File Number, or notify us that you are eligible for an exemption from providing a Tax File Number, we or our Service Providers may have to deduct Pay As You Go withholding tax at the maximum marginal tax rate (plus the Medicare levy) from any income you earn through the Service.

3.2 If you provide us with your Tax File Number, you agree to us providing that information to our Service Providers.

4 Appointment as Agent

4.1 You appoint us and each of our respective agents, directors, officers, Licensee and Service Providers (as applicable) severally (each referred to as 'Agent') as your Agent to do in your name everything necessary or expedient to:

- execute and deliver any documents necessary to ensure that the registration details of your Securities contain your true name, registration address and other necessary personal information as set out in the Application Form or otherwise provided by you;
- apply for accounts on your behalf with any Service Provider;

4.2 appoint one or more substitute Agents to exercise one or more powers given to the Agent, and to revoke such appointments.

4.3 You will inform us immediately if you withdraw the authority set out in this Clause.

5 Your trading Instructions

5.1 Once you have opened an Account, you may Instruct us to buy or sell Securities on your behalf. We will then arrange to execute your Instructions.

5.2 Any instructions:

5.2.1 Must be given to us through the Website and/or our mobile app;

5.2.2 are subject to the Rules and this Agreement;

5.3 You authorise us to act on any Instructions we genuinely believe are given by you in accordance with this Agreement;

5.4 We are entitled to assume that any Instructions given via the Website or Mobile Application using your account details are from you. You are bound by any such Instructions.

5.5 As part of executing your Instructions, you will be charged brokerage by us at the rates we set, and any other applicable Fees and Charges in each case as specified on the Website and/or our mobile app. These Fees and Charges may change from time to time.

5.6 We do not guarantee that your Instructions will be executed:

5.6.1 in full or in part;
5.6.2 by a certain time; or
5.6.3 at a particular price.

5.7 Collectively, though not exhaustively, the information referred to in clause 5 or any portion thereof, constitutes the "**Instructions**".

5.8 Subject to clause 5, Instructions may be given by you at any time via the Trading Platform. Instructions sent by you by email, text message or any instant messaging feature we offer to you as part of the Trading Platform or our trading service, will not be accepted by us and will not be effective for the purposes of the Agreement.

5.9 We mayaccept Instructions by telephone. You may only give an Instruction by telephone with one of our authorised employees during our normal hours of trading. Our normal hours of trading are specified on our Website.

5.10 You authorise us to act on any Instructions received by us via the Trading Platform or via the telephone in accordance with clause 5.4 above using your Account Security Information unless you have notified us under clause 5.11.3 that your Account Security Information has not been kept secure and confidential. To the extent permitted by Law and in the absence of our fraud, wilful default, or negligence, we accept no responsibility for

any error made byyou or an Authorised Person in providing us with Instructions or for any Instructions that are not received by us.

5.11 If you use our Trading Platform, you confirm and accept:

5.11.1 you may be able to enter into Contracts at the Price quoted on the Trading Platform;

5.11.2 all transactions must be completed using the Account Security Information allocated to you by us and valid entry of such login and password will constitute an authorisation by you to complete the Contract specified irrespective of whether the login and password are entered by an Authorised Person;

5.11.3 you must ensure that the Account Security Information is kept secure and confidential. You must also ensure that each Authorised Person 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 have not been kept secure and confidential.

5.11.4 you must ensure that no unauthorised person is able to use the Account Security Information. As part of this obligation, you must ensure that each Authorised Person quits the Internet browser after using the Trading Platform.

5.11.5 It is your responsibility to keep your Account Security Information confidential and to not disclose your Account Security Information to any other person. If you suspect that your Account Security Information is being used by an unauthorised person, you must notify our Client Management Team in writing immediately.In the absence of our fraud, wilful default or negligence, you will be responsible for all losses, liabilities, actions, proceedings, claims, damages and/or costs resulting from or arising out of any act or omission by any person accessing your Account through your Account Security Information..

5.11.6 Where it is reasonably necessary to protect our legitimate business interests or to comply with any applicable Law, we may without Notice to you suspend, withdraw, or deny access to the Trading Platform for any reason including but not limited to security, quality of service, failure by you to pay an amount when due or breach by you of any provision of this Agreement. If and while access is suspended, we may, in our sole discretion (with or without notice):

(a) permit you to close any Open Positions but will not be entitled to enter new Contracts; and

(b) close out your Open Positions at prices we consider fair and reasonable at that time, and to the extent permitted by law, you agree not to make any claim against us in this regard.

5.12 You must not:

5.12.1 misuse the Trading Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

5.12.2 attempt to gain unauthorised access to the Trading Platform or any server, computer or database connected to the Trading Platform;

5.12.3 attack the Trading Platform including via a denial-of-service attach or a distributed denial-of-service attack.

By breaching this provision, you may also commit a criminal offence. We may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing a client's identity to them. In the event of such a breach, your right to use the Trading Platform will cease immediately and without Notice. .

5.13 ThinkMarkets may, acting reasonably, accept or reject your Instruction at any time until the Instruction has been executed by us or we have acknowledged that your Instruction has been withdrawn.

5.14 ThinkMarkets reserve the right to refuse to execute any new Instruction. Where we refuse to execute an Instruction, we are not obliged to give a reason for our refusal or notify you that we have not created a Contract with you. Such situations may include, but are not limited to the following:

5.14.1 Instructions are given outside of the specified Market Hours;

5.14.2 an Event Outside Our Control has occurred;

5.14.3 an Event of Default has occurred;

5.14.4 you do not provide sufficient cleared funds or do not maintain sufficient funds in your Account to cover the cost of instructions (or any ancillary fees) to buy Securities before the Instruction is executed;

5.14.5 we reasonably believe that your Instructions are unclear, ambiguous or incomplete;

5.14.6 we believe that your Instructions breach (or may breach) this Agreement, any law, statutory requirements, or other regulatory requirements, including any Rules or regulations of the relevant Exchange.

5.14.7 we may also cancel any Transaction or generally restrict your ability to trade Securities through your Account. We do not need to provide any reason for taking such action. We will notify you, as appropriate, of any such refusal or cancellation.

6 Failure to settle

6.1 If you do not:

- comply with the obligations set out in this Agreement or the Rules relating to a Transaction; and
- make full payment or good delivery for your Transactions by the settlement date you authorise us, our directors and employees or agents to:
  - sell on your behalf any Securities that are the subject of the Confirmation, outstanding in your Account or in our control or possession at your risk and expense, including brokerage, stamp duty and other costs; and
  - apply the proceeds to reduce your liability to us.

6.2 Where we have incurred additional costs, we will either set off or direct debit funds from you or demand payment from you in writing.

7 Corporate Actions

7.1 You will retain legal or beneficial ownership (as applicable) of any Security. Accordingly, it is your obligation to fulfil any voting or other requirements which attach to these Financial Products (Corporate Actions).

7.2 If we become aware of any matter which may require you to take a Corporate Action, we may inform you of this, but are not obligated to. It is important that you ensure we have accurate personal details for you to allow us to do this.

7.3 By entering into this Agreement, you agree and acknowledge that decisions relating to the Corporate Actions you make are separate to the discretions which will be exercised by us under the Agreement.

8 Confirmations

8.1 You authorise us to:

8.1.1 give you a single Confirmation for a series of Transactions rather than individual Confirmations for each Transaction in the series, and

8.1.2 accumulate Transactions in a particular security across multiple Exchanges on a single Confirmation and specify the volume weighted average price for those Transactions.

8.2 You acknowledge and agree that this Agreement is evidence that you have provided the authorisation, and that this authorisation continues by you continuing to place orders with us.

8.3 You authorise us to send electronic Confirmations (Statements) to your email address as notified to us from time to time.

8.4 You agree that if we issue you with a Confirmation, it constitutes evidence of the Transaction unless it includes an error. The Confirmation will be subject to the correction of errors and omissions.

9 Fees and charges

In the below table you will find detailed information on our fees and charges:

SERVICE	COST (incl. GST)	INFORMATION
Brokerage Fee	$8.00	Per trade below $200,000
Brokerage Fee	0.05%	Per trade above $200,000
Phone Orders	$27.50 per order	Contact 03 9093 3400
Live click refresh price data	Free	20 minutes delayed and live snapshot pricing for orders
Premium Live Streaming price data	$22.00 per month	Optional feature. Charged to your account at the start of each month until cancelled.
Rebooking fee	$27.50	Per bookings correction
Failed trade settlement	Min $55.00	Plus, any ASX levied fail fees
Off Market Transfer fee	$27.50 per security	Change in beneficial ownership

SRN search fee	$22.00	Registry search for existing holding confirmations
Account opening fee	Free	No fee for new accounts with individual HIN
Subscription fee	Free	No ongoing monthly charges or minimum transaction requirements
Transfer existing HIN	Free	Transfer of your existing HIN to ThinkMarkets

10 Payments, withdrawing Monies on your Account and our rights of set-off

10.1 All payments to be made by you under the Agreement or as required by Law, including any amount by which your account is in debit, are due and payable to us immediately in full and must be made from an account held in your name and not from any third-party.

10.2 You acknowledge and agree that we may refuse to accept and will attempt to return any payment of money from any third party or from any account of any third party, and that we do not accept any liability or responsibility for any loss, cost or expense incurred or suffered by you in connection with such non-acceptance or return, including because you are subsequently in default of your obligations to us.

10.3 Before you can provide us with an Instruction, you must fund your Account. ThinkMarkets retains the discretion to allow purchase of Securities prior to any funding.

10.4 You allow Us to place a hold on funds deposited until the funds have cleared at ThinkMarkets which could take up to four (4) business days. After this time, the funds may be withdrawn by the customer if their funds have cleared.

10.5 You confirm that the intention of using these funds is not for any improper or illegal activity.

10.6 When making payments due to us, unless otherwise agreed:

10.6.1 we may require a minimum deposit amount;

10.6.2 your Account will be credited with the net cleared Monies received after all bank fee deductions, administration fees and any other costs of transfer incurred in relation to the payment;

10.6.3 we do not accept cheques; and

10.6.4 we do not accept physical cash or payments from third parties.

10.7 Any sums that you owe to us must be paid in one of the following ways:

10.7.1 by online bank transfer;

10.7.2 by same day bank transfer;

10.7.3 by international transfer; or

10.7.4 by payment through a credit card or electronic gateway provider approved by us from time to time.

10.8 You must have sufficient cleared funds deposited into our designated account before we will execute any Instructions or enter any Contracts.

10.9 When you issue a withdrawal instruction, you authorise Us to facilitate the transfer to your nominated bank account.

10.10 We may withhold any payment to you if:

10.10.1 you have Unrealised Losses on your Account;

10.10.2 there is an outstanding payment amount due from you to us under the Agreement;

10.10.3 there is an unresolved dispute or a potential dispute between us and you in relation to the Agreement, including where you are in breach of these Terms; or

10.10.4 we are required to do so under Law.

11 Events Outside Our Control

11.1 ThinkMarkets may, in our reasonable opinion, determine that a situation or an exceptional market condition exists which constitutes an Event Outside Our Control. An Event Outside Our Control includes but is not limited to:

11.1.1 any strike, lock-out or other industrial dispute, riot, sabotage, terrorism, war (whether declared or not), insurrection, civil commotion, national emergency (whether in fact or law), martial law, nuclear, chemical or biological contamination, act of God, epidemic, quarantine, malicious damage, accident, breakdown of equipment, fire, flood, cyclone, earthquake, landslide, explosion, water shortage, storm, interruption of power supply, failure of a utility service or breakdown of or interruption in any electronic, communication or information system;

11.1.2 compliance with any Law, statute, governmental order or regulatory requirement, or any change in or amendment to any Law, statute, regulation or rule (or in the application or official interpretation by any court, tribunal or regulatory authority);

11.1.3 any act, event or occurrence that prevents us from maintaining orderly trading or hedging activities in one or more of the Underlying Instruments in respect of which we ordinarily accept Instructions under the Agreement;

11.1.4 the suspension or closure of any exchange or market, or the abandonment or failure of any event on which we base or to which we in any way relate, the Price, or the imposition of limits or special or unusual terms on the trading in any such exchange or market or on any such event;

11.1.5 an unusual movement in the level of, or unusual loss of liquidity in, any Underlying Instrument or our reasonable anticipation of the occurrence of the same;

11.1.6 any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;

11.1.7 failure of any relevant intermediate broker, exchange, clearing house or regulatory or self-regulatory organisation to perform its obligations for any reason; or

11.1.8 any other event preventing us from performing or otherwise hindering our performance of any or all of our obligations under the Agreement and which arise from or is attributable to an act, event, omission or accident beyond our reasonable control.

11.2 If ThinkMarkets determine that an Event Outside Our Control has occurred, we may, at our absolute discretion, without Notice and at any time, take one or more of the following steps:

11.2.1 close any Open Positions and/or cancel or execute any Instructions;

11.2.2 refuse to accept or execute any Instructions;

11.2.3 take all such other actions as we consider to be reasonable in the circumstances to protect us, our Associated Companies or any of our other clients.

11.3 To the extent permitted by law and in the absence of our fraud, wilful default, or negligence on our part, we will not be liable for any loss, cost, claims or demand for expenses resulting from an Event Outside Our Control.

12 Events of Default

12.1 The following shall constitute an Event of Default:

12.1.1 if you are an individual, your death or your incapacity;

12.1.2 the initiation of proceedings for your bankruptcy (if you are an individual) or for your winding-up or for the appointment of an administrator or receiver (if you are a company), or (in both cases) if you make an arrangement with your creditors or any other similar or analogous procedure is commenced in respect of you;

12.1.3 you fail to make any payment due to us under the Agreement;

12.1.4 any representation or warranty made by you in the Agreement is or becomes untrue;

12.1.5 taking advantage of what we consider to be abnormal trading conditions;

12.1.6 the violation of any Law;

12.1.7 you fail to perform any of your obligations under the Agreement; or

12.1.8 any other circumstance where we reasonably believe that it is necessary or desirable to take any of the actions to protect ourselves, our Associated Companies or any of our other clients including any act or omission which we deem to be:

(a) negligence

(b) mistake

(c) wilful misconduct including:

(i) money laundering

(ii) manipulating our Prices, execution process or other practices

12.2 If an Event of Default occurs in relation to your Account, we may, at our absolute discretion, with or without Notice and at any time, take one or more of the following steps:

12.2.1 cancel any Instructions;

12.2.2 void a Contract as if it had never taken place;

12.2.3 refuse to accept or execute any Instructions;

12.2.4 suspend your Account;

12.2.5 open one or more new Contracts on your Account

12.2.6 call on any guarantee in respect of your obligations;

12.2.7 terminate the Agreement, close your Account, and refuse to accept or execute any further Instructions; or

12.2.8 take all such other actions as we consider to be reasonable in the circumstances to protect us, our Associated Companies or any of our other clients.

13 Representations and warranties

13.1 You represent and warrant to ThinkMarkets, and agree that each such representation and warranty is deemed repeated each time you give us an Instruction under the Agreement that:

13.1.1 in the case of an individual or more than one individual, you are of full age and capacity;

13.1.2 in the case of a corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement;

13.1.3 the information provided to us in your Account Opening Form and at any time thereafter is true, accurate and not misleading in all material respects, and you will notify us promptly of any changes to such information;

13.1.4 you will make ongoing disclosure to us of any matters that may affect the operation of this Agreement or your capacity to remain solvent;

13.1.5 you enter into the Agreement and provide Instructions as principal;

13.1.6 you are duly authorised to execute and deliver the Agreement, to give each Instruction and to perform your obligations hereunder and have taken all necessary action to authorise such execution, delivery and performance;

13.1.7 all Contracts made and this Agreement are and will constitute legally binding and enforceable obligations of you;

13.1.8 you have obtained all authorisations and consents required by you in connection with the Agreement and giving Instructions, and such authorisations and consents are in full force and effect and all of their conditions have been complied with;

13.1.9 execution, delivery and performance of the Agreement and each Instruction will not violate any Law or rule applicable to you in any jurisdiction or any agreement by which you are bound;

13.1.10 unless otherwise agreed with us, you will not send Monies to your Account with us from (or request that Monies be sent from your Account to) a bank account other than that bank account held in your name identified in your Account Opening Form;

13.1.11 all funds held by you are funds that you are entitled to use and are not derived from illegal sources;

13.1.12 you will not upload or transmit any virus, worms or other analogous malicious component to the Trading Platform, our Website or the software you use to access the Trading Platform or our Website;

13.1.13 you will not use the Price for any purpose other than for your own trading purposes, and you agree not to redistribute the Price to any other person;

13.1.14 you will not "deep link" our Website, resell or permit access to our Website to others or copy any materials appearing on our Website for resale or for any other purpose without our prior written consent;

13.1.15 you will not, either acting alone or with others, engage in conduct which results in Unacceptable Trading Circumstances. Such activity shall be subject to our right to seek reimbursement from you and/or the voiding of all trades (and associated profits);

13.1.16 you will not use any electronic device, software, algorithm, or any dealing or trading strategy that aims to manipulate or take unfair advantage of the Trading Platform, including the way in which we construct the Price; and

13.1.17 you will use the services offered by us pursuant to the Agreement honestly, fairly and in good faith.

13.2 If you enter into this Agreement in your capacity as trustee of a trust, you make the following representations and undertakings:

13.2.1 the relevant trust instrument is valid and complies with all applicable Laws which apply to you;

13.2.2 you are properly appointed as trustee of the trust;

13.2.3 you have a right of indemnity from the trust assets in respect of this Agreement and the transactions contemplated by it;

13.2.4 you will comply with your duties as trustee of the trust;

13.2.5 if you are replaced or joined as trustee, you will make sure the new trustee becomes bound to our satisfaction by this Agreement and any other agreement relating to a transaction contemplated by this Agreement to which you are expressed to be a party, or by a document which is identical in effect;

13.2.6 you will not resettle, set aside or distribute any of the assets of the trust without our written consent unless compelled to do so by the trust instrument;

13.2.7 you will not amend or vary the trust instrument without our written consent; and

13.2.8 if you are not the sole trustee of the trust, it is a requirement that each and every trustee agrees in writing to be bound by the terms of this Agreement and by any transactions entered into in connection with this Agreement.

13.3 You represent and warrant to ThinkMarkets that any Contracts entered into with us are wholly or predominately for business and investment purposes and not for personal, domestic or household use or consumption.

14 Limitation of our liability and indemnity

14.1 You will indemnify and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to your or an Authorised Person's negligence, mistake or wilful misconduct, the violation of any Law by you, or the breach by you of any provision of this Agreement, if an Event of Default occurs.

14.2 We, our Directors, our Licensee, Service Providers, officers or agents, are not liable for any actions, claims, demands, proceedings, liabilities, losses, damages, costs and expenses except to the extent resulting from or caused by our negligence, fraud or dishonesty due to:

- us acting upon your instructions;
- refusal to act on your instructions;
- your default;
- any legal action;
- compliance with a direction, request or requirement;
- error, omission, non-receipt, or invalidity in your Instructions;
- problems involving the relevant Exchange, market participant, and or/failure of an Exchange, including any error, omission, interruption, deletion, defect, delay in operation or transmission, or any other factor;
- any events or circumstances that we cannot reasonably control;
- any Force Majeure;
- any delay, interruption, omission, failure, error or fault by us in passing on and executing your Instructions;
- market movements and other risks associated with the trading of Securities;
- suspected or actual manipulative trading, including insider trading, false or misleading trading, market rigging and market manipulation; or
- faults, errors, defects, failures in the Website, the mobile app, other computer systems, or loss of access to your Account.

14.3 You also agree to promptly pay ThinkMarkets for all damages, costs and expenses including reasonable legal fees and expenses, incurred by us in the enforcement of the provisions of this Agreement. Your obligations under this clause shall survive the termination of this Agreement.

14.4 We will use reasonable endeavours to execute Contracts or make payments to you or to any third party specified by you, in accordance with the timing specified in your Instructions. However, we will not be liable for any direct, indirect, special, incidental, punitive or consequential damages (including any loss of profits) incurred as a result of a delay in funds reaching your nominated account.

14.5 Nothing in this Agreement is intended to limit or exclude any liability we may owe you under any statutory rights you may have.

14.6 You acknowledge that you will be liable for any losses which may be realised as the result of entering a Contract, regardless of the trading resources available in relation to your Account at the time the Contract is executed.

14.7 Subject to the provisions of the Corporations Act 2001 (Cth), Australian Securities and Investments Commission Act 2001 (Cth), Competition and Consumer Protection Act 2001 (Cth) and any other rights implied by law which cannot be excluded by agreement we and our Licensee, Service Providers our officers, employees and agents exclude liability for any losses arising directly or indirectly out of:

- a disruption to or failure of the service or error in processing a Transaction you have Instructed us to process in accordance with this Agreement. We will however correct any incorrect entry because of any disruption, failure or error and will adjust any Fees and Charges as appropriate. You agree to reimburse us any amount that has been erroneously paid to you as a result of such disruption, failure or error;
- any delay in providing any information or the Service to you;
- effecting an Instruction received from you which is unclear;
- our decision to stop offering the Service;
- a change in any law or a rule of an Exchange, an order or directive received from a foreign Exchange, suspension of trading, unlawful access to Service by an unauthorised person, or
- any Force Majeure.

14.8 Your liability to indemnify us will be reduced proportionately to the extent a negligent or fraudulent act of ours contributed to the loss.

14.9 You will be liable for losses caused by unauthorised Transactions where we can prove that you contributed to losses on the balance of probability:

14.9.1 through fraud or breach of the security requirements, or

14.9.2 from unauthorised Transactions because you unreasonably delayed notifying us after realising that the security of your Account had been breached.

14.10 If you are liable for losses under clause 14 you will be liable for the actual losses that occur between the time you realised, or should reasonably have become aware, that your Account's security had been breached and when you actually let us know

14.11 Each indemnity in this Agreement is a continuing obligation, which is separate and independent from your other obligations, and survives termination of this Agreement.

14.12 We do not need to incur expenses or make Transactions on your behalf before enforcing our right of indemnity under these terms and conditions.

14.13 You indemnify us, our Licensee, Service Providers, our officers, employees, agents and our related bodies corporate for any losses arising directly or indirectly out of:

- your use of the Service;
- our acting on your Instructions;
- your failure to comply with this Agreement;
- your failure to comply with any legislation or Rule, whether foreign or domestic; and
- any of your acts or omissions or that of a person acting on your behalf.

- You agree to indemnify us, our Licensee, Service Providers and each of our respective members and associates, and the directors, officers, agents of either us indemnified parties) against:

- any losses, liabilities or expenses incurred by you arising out of, or in connection with, any of the indemnified parties acting under, or in connection with, this Agreement except to the extent that any loss, liability, or expense is caused by the negligence, fraud or dishonesty of any indemnified party;

- any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under this Agreement;

- any losses, liabilities or expenses incurred by any indemnified party arising out of, or in connection with, any incorrect or misleading representation or warranty given by you under this Agreement; and

- you agree that the risk and liability for unauthorised instructions or fraud lies with you alone, and that you will indemnify us from all loss, costs and expenses arising from such unauthorised instructions or fraud, except to the extent resulting from or caused by our negligence, fraud or dishonesty. We hold the benefit of this indemnity on trust for each indemnified party.

15 Market abuse

15.1 When you enter a Contract with us, we may hedge our liability to you by opening analogous positions with third party institutions we select at our discretion. Accordingly, your Contracts may have an impact on the external market for that Underlying Instrument which may create the possibility of market abuse.

15.2 You represent and warrant to us and agree that each such representation and warranty is deemed repeated each time you give us an Instruction under the Agreement and that you will not give, and have not given, an Instruction to us:

15.2.1 if to do so would result in you, or others with whom you are acting in concert, having an interest in the price of the Underlying Instrument which is equal to or exceeds the amount of a declarable interest in the Underlying Instrument;

15.2.2 in connection with:

(a) a placing, issue, distribution or other analogous event;

(b) an offer, takeover, merger or other similar event;

(c) any corporate finance activity; or

15.2.3 that contravenes any legislation against insider dealing, market manipulation or any other form of market abuse or market misconduct.

15.3 If you are in breach of any of the representations and warranties given in clause 13 above, or we have reasonable grounds for suspecting that you are, we may, at our absolute discretion and without being under any obligation to inform you of our reason for doing so:

15.3.1 crystalise, unwind, reverse, repair or close any Open Positions by closing an open Contract; and/or

15.3.2 nominate the date on which the open Contracts are valued; and/or

15.3.3 nominate the methodology used to calculate the open Contracts' value; and/or

15.3.4 cancel any Orders; and/or

15.3.5 void an Instruction as if it had never taken place; and/or

15.3.6 refuse to accept or execute any Instructions; and/or

15.3.7 suspend your Account; and/or

15.3.8 open one or more new Contracts on your Account; and/or

15.3.9 call on any guarantee in respect of your obligations; and/or

15.3.10 retain any amount owed by us to you against any contingent liability of yours to us or so long as the contingency subsists; and/or

15.3.11 exercise our rights of set-off under these Terms; and/or

15.3.12 terminate the Agreement, close your Account and refuse to accept or execute any further Instructions; and/or

15.3.13 take all such other actions as we consider to be reasonable in the circumstances to protect us, our Associated Companies or any of our other clients; and/or

15.3.14 treat all your Instructions as void if they are Instructions under which you have secured a profit, unless you provide us with conclusive evidence to our satisfaction within thirty (30) days that you are not in breach of any of the representations and warranties at clause 13.

16 The Trading Platform

16.1 You acknowledge that all proprietary rights and Intellectual Property Rights in the Trading Platform are either owned by ThinkMarkets, our Associated Companies or by those other third-party service providers (or their respective licensors) as applicable and are protected under intellectual property and other applicable Laws. Unless specifically set out in the Agreement, you receive no Intellectual Property Rights or other rights in or to the Trading Platform.

16.2 ThinkMarkets will grant you for the term of the Agreement a personal, limited, non-exclusive, revocable, and non-transferable license to use the Trading Platform pursuant to and in strict accordance with the Agreement.

16.3 ThinkMarkets may also provide certain aspects of the Trading Platform under license from third parties, and you shall comply with any additional terms and conditions and restrictions on your usage that we may notify to you from time to time in accordance with clause 21, or that are otherwise the subject of a separate agreement between you and such licensors.

16.4 Except to the extent expressly permitted under the Agreement, you must not:

16.4.1 supply all or part of the Trading Platform to anyone else;

16.4.2 copy or reproduce all or part of the Trading Platform without our prior written permission;

16.4.3 modify, translate or create derivative works based on the Trading Platform;

16.4.4 reverse engineer, decompile or disassemble the Trading Platform, or otherwise attempt to discover the source code of the Trading Platform; or

16.4.5 take any action compromising or challenging or threatening to compromise or challenge: (i) the enjoyment or use by any other client of the Trading Platform; or (ii) our rights, our Associated Companies' rights, or the rights of any of our third party service providers (as applicable) in the Trading Platform.

16.5 If you become aware of any violation of ThinkMarkets', our Associated Companies' or our third-party service providers' proprietary rights or Intellectual Proprietary Rights in the Trading Platform, you must notify us immediately in writing.

16.6 You represent and warrant that you are aware of all Laws that applies to the Trading Platform and that your use of the Trading Platform complies with and will comply with all Laws and the Agreement.

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

16.8 You are responsible for ensuring that your electronic device and equipment are fee from viruses and other malware, and we are not responsible for any losses incurred by failure to do so. We will use reasonable endeavours to ensure that the Trading Platform and our Website can be accessed for use in accordance with the Agreement. We do not, however, give any representations or warranties regarding the performance of the Trading Platform or our Website, or that the Trading Platform or our Website will be accessible, usable, uninterrupted or error free, or will be suitable for any equipment used by you for any particular purpose.

16.9 ThinkMarktes may suspend or terminate at any time, with or without cause or prior Notice to you, all or any aspect of the Trading Platform or our Website, or your access to the Trading Platform or our Website, to perform maintenance, repairs or upgrades, or change the nature, functionality, composition or availability of the Trading Platform or our Website. Where practicable, we will provide advance Notice.

16.10 ThinkMarkets will only exercise our right to restrict or suspend if

- Agreement when it falls due;
- you breach any term on which access to the Service is provided to you including, but not limited to, any policies or codes of conduct that we reasonably require you to adhere to in using the services that are made available to you on the Service or in accordance with this Agreement;
  - we have reasonable grounds to believe that your continued access to your Account would result in us:
  - breaching the Corporations Act 2001 (Cth), any Australian law, or the law of another country; or
  - being an accessory to a breach of the Corporations Act 2001 (Cth), Australian law or the law of another country;
  - we have any 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 Financing Act 2006 (Cth) or a similar law of another country; or
  - you become bankrupt or insolvent.

16.11 ThinkMarkets does not warrant that you will have continuous access to our Website and Trading Platform or that your access or use will be error free or interruption free. To the extent permitted by Law, we will have no liability to you, whether in contract or in tort (including negligence) or in any other way:

16.11.1 in relation to any loss that you suffer because of any delay or defect in or failure of the whole or any part of the Trading Platform; and

16.11.2 if any computer viruses, worms, or similar items are introduced into your computer hardware or software via the Trading Platform, provided that we have taken reasonable steps to prevent any such introduction.

16.12 With respect to any market data, market commentary or analysis, charting package or any other data or information that we or any third-party service provider provides to you in connection with your use of the Trading Platform under the Agreement:

16.12.1 we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;

16.12.2 we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;

16.12.3 you will use such data or information solely for the purposes set out in the Agreement;

16.12.4 such data or information is proprietary to us and any provider (as applicable) and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties;

16.12.5 you will use such data or information solely in compliance with the Law;

16.12.6 you will be liable for any applicable market data fees and charges associated with your use of the Trading Platform; and

16.12.7 if required at any time by us or any such provider, you will promptly:

(a) complete and submit to us any information declaration in respect of your status as a user of data or information; and/or

(b) agree to any licence terms and conditions or such other agreement relating to your use and/or redistribution of such data or information,

as specified from time to time on our Website or the Trading Platform.

17 Privacy and Confidentiality

17.1 Personal Information collected by us is treated as confidential and is protected by the *Privacy Act 1988 (Cth)* as varied from time to time. We will only collect Personal Information which is necessary to perform the services contemplated by this Agreement. Our Privacy Policy detailing our handling of personal information is available from our Website or upon request.

17.2 ThinkMarkets will use reasonable precautions to maintain the confidentiality of information we receive from you and material and/or data you provide, create, input, or develop in connection with your use of our services. Nonetheless, because such information, material and/or data may be provided through the Internet, you hereby acknowledge and agree that we cannot assure that such information, material and/or data will continue to be confidential.

17.3 You accept the risk of a third party receiving confidential information concerning you and specifically release and indemnify us from any claim arising out of a third-party intercepting, accessing, monitoring, or receiving any communication from you intended to be provided to us or from us intended to be provided to you.

17.4 You acknowledge and agree that ThinkMarkets may disclose your name and other personal and financial information about you, and any relevant details of an Authorised Person, to our employees, Representatives, officers, agents, and affiliates, as well as to a governmental entity or self-regulatory authority, an Internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining our services, or to comply with applicable Laws.

17.5 In appropriate cases, all communications and information concerning you held by us, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, you agree to comply with all applicable money laundering and counter terrorism financing Laws, including, but not limited to, the requirement to obtain or provide satisfactory evidence of the identity of any person whom you may represent in any transaction entered with us.

17.6 By ticking the appropriate boxes on your Account Opening Form, you authorise us, or any of our Associated Companies or Partners, to contact you to discuss any aspect of our business, or our Associated Companies' or Partners' business. If, subsequently, you do not wish to be contacted for any direct marketing activities please inform our Client Management Team in writing.

17.7 You acknowledge and agree and will ensure that each Authorised Person acknowledges and agrees, that we may record all telephone conversations with you and monitor and maintain a record of all emails and electronic communications sent by or to us. All such records are our sole property and can be used by us, among other things, in the case of a dispute between us or for training, monitoring and compliance purposes.

17.8 You agree and consent to ThinkMarkets (or our agents) making a verification request to a credit reporting body to assist in verifying your identity for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (and related rules and regulations). You also agree and consent to the disclosure of your personal information for this purpose including your name, residential address, and your date of birth.

18 Client Money

18.1 You agree that ThinkMarkets may aggregate money paid into your Account ('**the Monies'**) with funds received from other clients into a single designated account, which will be maintained as required by Law.

18.2 You consent to and direct us to:

18.2.1 retain any interest accrued from time to time on the Monies, and to invest that money as permitted by Law;

18.2.2 withdraw Monies that constitute remuneration payable to us;

18.2.3 withdraw Monies that you are otherwise entitled to pursuant to Law.

18.3 You agree that when ThinkMarkets use the Monies for a lawful purpose as set out in this clause 18, the Monies do not belong to you and do not constitute a loan or constructive trust in your favour.

19 Dispute Resolution

19.1 Except to the extent that this clause is inconsistent with the requirements of any legislative or regulatory regime, the dispute resolution process set out in this clause shall apply. The parties must use all their reasonable endeavours to resolve any dispute arising in connection with this Agreement or any transactions there under.

19.2 If you have a complaint in relation to the Agreement or any aspect of your Account, you should raise this with our Client Management Team.

19.3 If the parties fail to resolve a dispute within 5 Days of one party giving Notice to the other of the dispute, either party may, by giving Notice to the other, refer the dispute to the parties' Senior Officers (where the Client is an individual no such referral is applicable) who, each party must ensure, must co-operate in good faith to resolve the dispute as amicably as possible within 10 Days of the dispute being referred to them.

19.4 This clause, however, does not limit your rights (if applicable) to take any dispute to an external dispute resolution scheme of which we are a member.

19.5 If we cannot resolve a dispute to your satisfaction, depending on its nature, you can refer your complaint to our Licensee or the Australian Financial Complaints Authority (AFCA) on 1800 931 678.

20 Notices

20.1 Any Notice given or made under this Agreement may be sent by email if:

20.1.1 the Notice is sent to the email address last notified by the intended recipient to the sender; and

20.1.2 the sender keeps an electronic or printed copy of the Notice sent.

20.2 A Notice sent by email will be deemed to have been given on the first to occur of:

20.2.1 receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address stated above;

20.2.2 the time that the Notice enters an information system which is under the control of the recipient; or

20.2.3 the time that the Notice is first opened or read by an employee or officer of the recipient.

20.3 It is your responsibility to ensure:

20.3.1 that we have been always notified of your current contact details. Any change to your contact details must be notified to our Client Management Team in writing; and

20.3.2 that you read all Notices posted from time to time on the Trading Platform and our Website in a timely manner.

20.4 Any communication from you to ThinkMarkets that is not an Instruction under clause 5, must be made by you either: (i) by telephone; (ii) in writing, by post or email; or (iii) in such other manner as we may specify from time to time. All communications by telephone, post or email must be sent to the number, head office address or email address designated by us on our Website for that particular purpose.

20.5 You acknowledge and accept that a failure or delay by you (or us) to receive any electronic communication from us (or you) under the Agreement whether due to mechanical, software, computer, telecommunications, or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any Instruction to which it relates. We will not be liable to you for any loss or damage, howsoever caused, arising directly or indirectly out of a failure or delay by you (or us) to receive an email or other electronic communication.

21 Amendments to this Agreement

21.1 The terms of this Agreement and transactions under it, may be amended by ThinkMarkets at any time. We will provide Notice to you of any such amendment. You agree to be bound by the amendment on the earlier of:

21.1.1 ten (10) Days of the date our Notice was given; or

21.1.2 the date you enter any Contract after the amendment.

Any other amendments must be agreed to in writing between us and you. If you do not consent to the amendment, you can terminate the Agreement and the amendment will not apply retrospectively. Termination in this case does not affect any obligations owed by you or our rights about any open Contracts held by you.

22 Termination

22.1 This Agreement may be terminated by either you or us upon giving the other written Notice of termination which will take effect immediately. However, termination by either party shall not affect any Contract or other transaction previously entered and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve you of any obligations arising out of any Contract entered into prior to such termination.

22.2 If we are made aware of or have any reason to believe any of the following:

22.2.1 that you have provided false or misleading information to us; or

22.2.2 that you have participated or are participating or have assisted or are assisting in money laundering or terrorism financing; or

22.2.3 that you are being officially investigated by Law enforcement and/or regulatory agencies;

22.2.4 that you are under review or have been sanctioned for any applicable international economic, financial or trade sanctions by the Australian government.

22.2.5 an Event of Default has occurred,

22.2.6 an Event Outside of Our Control has occurred.

then ThinkMarkets, may terminate this Agreement immediately by Notice to you, and we, at our sole discretion shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Contract already entered with us.

23 General provisions

23.1 In the event of any conflict between these Terms, the Account Opening Form, and any other ancillary document referred to in the Agreement, the order of precedence for the purpose of construction shall be:

(i) the FSG;

(ii) these Terms;

(iii) the Account Opening Form; and

(iv) any other ancillary document referred to in the Agreement.

23.2 In the event of any inconsistency between the English language version of a document referred to in this Agreement and their translated equivalent in any other language, the English language version shall prevail, to the extent of any inconsistency.

23.3 You are responsible for the payment of all taxes that may arise in relation to your portfolio. ThinkMarkets shall not be responsible for advising you on any change in tax law or regulation and you shall, in all circumstances, be responsible for your own tax advice in relation to your portfolio.

23.4 If any provision of the Agreement is invalid or unenforceable, the provision shall be severed from the remainder of the Agreement and shall not render the remainder invalid or unenforceable.

23.5 No failure or delay by ThinkMarkets to exercise any right or remedy provided under the Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23.6 Any rights or obligations that you may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with our prior written consent. We may, however, transfer any rights or obligations it may have pursuant to this Agreement to another party without your consent. Such an assignment shall only take place if a reasonable person would not expect it to cause detriment to a typical client of ours. You will execute any documents (including a deed of novation) reasonably required by us to affect such a transfer. If you do not agree to us assigning our rights, you may terminate this Agreement. However, termination in this case does not affect any obligations owed by you, or our rights regarding to any open Contracts held by you.

23.7 This Agreement shall be governed by and construed in accordance with the Laws of the State of Victoria in Australia. The parties agree to irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.

24 Taxation

24.1 As the taxation implications when investing in Securities which are international are complex and different from investing in Securities which are in your local jurisdiction, you should seek advice from a taxation professional to evaluate whether an investment in international Securities is appropriate to your financial circumstances and to ascertain whether you are entitled to claim back any withholding taxes.

24.2 Securities may attract withholding taxes on income and cash dividends in some jurisdictions. All withholding tax is deducted in the applicable Currency of the jurisdiction in which the tax applies.

24.3 The Custodian will withhold tax at the rate applicable under the local laws. The rate may be different from treaty rates agreed to between Australia and the applicable foreign country.

24.4 We will inform you of how much tax was withheld. However, we reserve the right not to make or support any application to reclaim the withheld tax on the Securities. We recommend you consider how this may impact your financial circumstances.

24.5 You may be liable for tax on foreign sourced income and may be required to include this information in your Australian tax return.

24.6 We should not be liable for any tax implications, and it is their responsibility to ensure that their details are up to date with the necessary regulatory body. We will assist with the filing of W8BEN and similar forms through our Service Providers but cannot be responsible for any adverse implications.

25 Interpretation and defined terms

25.1 In these Terms, unless the context otherwise requires:

25.1.1 a clause is a reference to a clause of these Terms;

25.1.2 a reference to a statute, statutory provision, subordinate legislation, regulation, or rules of any regulator in any applicable jurisdiction shall be construed as referring to such legislation, regulation and rules as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

25.1.3 any time or date will be to the time and date in Melbourne, Australia;

25.1.4 a reference to one gender shall include a reference to the other genders; and

25.1.5 any words following the terms "**include**", "**including**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

25.2 Clause headings shall not affect the interpretation of these Terms.

25.3 A reference to a "**person**" includes a natural person, corporate or unincorporated body (whether having separate legal personality) and that person's personal Representatives, successors and permitted assigns.

25.4 In these Terms, capitalised words and expressions shall have the following meanings:

Account means your account with us;

Account Holder means the person named as the account holder;

Account Security Information means Account numbers, passwords and other security information provided to you from time to time to enable you to access the Trading Platform and required by us to identify you for the purposes of you trading with us under the Agreement;

Agreement means these Terms and Conditions, together with any amendments thereto;

ASIC means the Australian Securities and Investments Commission;

Associated Company means any holding company or subsidiary company (as defined in the *Corporations Act 2001 (Cth)* of ours, and any other subsidiary company of any such holding company;

Australian Tax Resident means a Person who is a resident of Australia for the purposes of the Income Tax Assessment Act 1936 (Cth).

Business Day means any day other than a Saturday, Sunday or any day which is a public holiday in Victoria, Australia;

Confirmation means the confirmation note we send you on execution or partial execution of a Transaction;

Currency means a form of money which is tradeable on the foreign exchange market;

Currency Conversion means the sale or purchase of Currency in accordance with your Instructions;

Custodian means the custodian appointed by us or our Service Providers from time to time;

Exchange means an official stock exchange whether in the USA, Australia or overseas;

Fees and Charges means a fee and/or charge as set out on the Website and or within our mobile app;

Force Majeure means any delay or interruptions in fulfilling our obligations under these terms and conditions if the circumstances are beyond our reasonable control or the control of any Service Provider. This includes problems with your telecommunications services, internet service provider, computer hardware and/or software, or difficulties in sending or receiving emails;

General Advice has the meaning given under the *Corporations Act 2001* (Cth) as varied from time to time;

Information means information and data periodically provided by us and Service Providers, including but not limited to data derived from the manipulation of any part of the information. This may include Account information, market information, news, updates, analyses, notifications, data and research materials relating to financial Services and products**.**

Instructions means your instructions to us to arrange to execute Transactions.

Law means the statutes, regulations, and general law of the Commonwealth of Australia, and of Victoria, Australia, and includes the *Corporations Act 2001 (Cth)* and *Corporations Regulations 2001* as varied from time to time.

Licensee means TF Global Securities (Aust) Pty Ltd, Australian Financial Services Licensee 412816.

Listed Entity means a company whose shares are traded on an Exchange.

Mobile Application means ThinkTrader mobile application available for download and use in Android or iOS format or another format that becomes available for mobile applications

Internet means the interconnected system of networks that connects computers around the world, and includes any online trading platform provided by us;

Representatives is as defined in the Corporations Act 2001 (Cth) as varied from time to time;

Related Entity is as defined in the *Corporations Act 2001 (Cth)* as varied from time to time;

Retail Client has the meaning given to it by the *Corporations Act 2001 (Cth)* as varied from time to time;

Rules means the operating rules of an Exchange.

Securities means securities as defined in section 761A of the Corporations Act 2001 that are listed on an Exchange, whether within Australia or overseas, and includes a fractional interest in a Security.

Transactions means the sale or purchase of Securities, whether within Australia or overseas, by us on your behalf and in accordance with your Instructions.

Terms means this document titled 'Client Terms and Conditions';

Website means www.thinkmarkets.com;

Wholesale Client has the same meaning as in section 761G of the *Corporations Act 2001* (Cth) but does not include a Sophisticated Investor.