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# International Shares Terms and Conditions

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CommSec

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# Customer Information and Privacy

By opening an Account with Us, You acknowledge that You have read this privacy collection notice. Neither this privacy collection notice nor Our Group Privacy Statement form part of any contract You have with Us.

## What Information We Collect

In this clause 'You' includes Our customer and any person who holds office in an entity which is a customer. We collect information about You (such as Your name, address and contact details), and information about Your interactions with Us, such as activity on Your Account. We may also collect:

- a. Biometric data where We are unable to verify Your identity through Our initial electronic verification process; and
- b. Publicly available information about You.

## Why We Collect Your Information and What We Use it for

We collect Your information because We are required to identify You in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and in order to comply with taxation laws, such as the Taxation Administration Act 1953, the Income Tax Assessment Act 1997 and the Income Tax Assessment Act 1936, other Applicable Laws and contractual obligations. We also collect information in order to administer Our customer relationships and internal processes including risk management and pricing, under Our arrangements with government agencies, and to identify and tell You about products and services that may interest You (unless You tell us not to). If You don't want to receive marketing information you can opt out on Our website at [commsec.com.au](http://commsec.com.au). If You give Us Your electronic and telephone details, We may use these details to communicate with You electronically, by email, phone or SMS including providing updates, reminders and (unless You tell Us not to) marketing information. You must give Us accurate and complete

information; otherwise You may be breaking the law and We may not be able to provide You with the products and services that You require. If You change Your personal details (e.g. phone number, address, name or email address) You must tell Us straight away.

## Who We may Exchange Your Information with

We may exchange Your information with other related bodies corporate of the Commonwealth Bank (the Group) who may handle Your information in accordance with Our Group Privacy Statement.

We may also exchange Your information with others outside the Group, for example:

- a. Your representatives, advisers, brokers and agents and their service providers;
- b. Our service providers and those who refer business to Us;
- c. Market operators, operators of clearing and settlement facilities, share and other registries, regulatory and government authorities;
- d. Platform providers on platforms You trade on, issuers of financial products that You hold, and other related financial institutions and bodies (for example, if You do not perform Your obligations under a share trade);
- e. The issuer via third party systems for the purpose of having Your personal details and identification documents matched to information held;
- f. Credit reporting agencies, Commonwealth and State government departments, independent and private sector organisations and outsourced providers who coordinate the electronic identification process and who may conduct additional matches against public or proprietary databases; and
- g. External organisations recording, using and disclosing Your information with their own privacy policies and legal obligations, as part of the electronic identification process.

You further acknowledge that CommSec and its outsourced providers will access records held about You by these external organisations only for the purpose of matching the identifying information You have chosen to provide.

Sometimes it may be necessary to send Your information overseas – for example, where We outsource functions overseas, where We send information to Group members overseas, where We need to complete a transaction on Your behalf or where this is required by laws and regulations in Australia or in another country. We will do so for the purpose of managing services provided to You under these Terms and Conditions. See Our Group Privacy Statement for more information.

### **Digital Facial Recognition Authentication**

If We are unable to verify Your identity through Our initial electronic verification process, using Your identification documents, We will send You a link to an electronic biometric identification portal to complete biometric authentication of Your identity. If You agree to be identified using biometrics, You acknowledge that Your identity will be authenticated by interfacing with the camera on Your mobile device. For this purpose, You acknowledge the authentication process and Our access to and use of the information obtained through Your camera. We do store this information.

You will then need to use the camera on Your mobile device to capture images of Your face and identification documents, such as a driver's licence or passport. Your personal information (such as Your full name, address, date of birth and image of your face) will be verified by outsourced providers and sent to Our International Custodian with an identification assessment. This is done by matching these details with any personal information accessible to the outsourced providers for verification purposes, which may include verifying Your details and identification documents with the document issuer to confirm a match. We will advise You of an alternative means of manually verifying Your identity if Your details or identification documents do not automatically match the details accessed by the outsourced providers.

We have the right to specify or vary, from time to time, the scope and features of the digital facial recognition authentication.

### **Our Group Privacy Statement**

Our Group Privacy Statement is available on Our Group website at [commbank.com.au/privacy](https://commbank.com.au/privacy) and should be read in conjunction with the above. It contains further details about Our information collection and handling practices including information about:

- a. Other ways and reasons We may collect, use or exchange Your information, including sensitive information such as biometric data;
- b. How You may access and seek correction of the information; and
- c. How to make a complaint about a breach of Your privacy rights, and Our complaint handling procedures.

We encourage You to check our website regularly for any updates to the Group Privacy Statement.

### **Additional Obligations**

We may be subject to laws or regulations in Australia or another country that affect Your relationship with Us (e.g. laws that address taxation and privacy). So that We may comply with Our obligations under these laws or regulations, We may:

- a. Require You to provide information about You or Your product;
- b. Disclose any information We are required to concerning You (including sending Your information overseas);
- c. Withhold an amount from a payment to You if required to do so, and if We do, We will not reimburse You for the amount withheld; and/or
- d. Take such other action as is reasonably required, including, for example, closing Your Account, or debiting Your Account for any fees, charges, and other costs We or You incur in relation to tax. We accept payment by direct debit from Your nominated

settlement account, or from Your margin lending facility where applicable.

### How to Contact Us

For privacy-related enquiries, please contact Us by calling CommSec's International Desk on **1300 361 170** (24 hours US trading days) or **+61 2 9115 1531** (from outside Australia), as We aim to resolve Your query or complaint at Your first point of contact with Us, however if We have tried to resolve Your complaint and You are not satisfied with the outcome, You may also contact our Customer Relations directly by calling **1800 805 605**, or writing to Reply Paid 41, Sydney NSW 2001.

# International Shares Terms and Conditions

Commonwealth Securities Limited (CommSec) ABN 60 067 254 399 AFSL 238814 is a wholly owned but non-guaranteed subsidiary of Commonwealth Bank of Australia ABN 48 123 123 124 (Commonwealth Bank). Please keep these terms and conditions for future reference.

### Definitions

**"Account"** means an account held, solely or jointly in Your name or on Your behalf, with CommSec under these Terms and Conditions.

**"Agent"** means any transfer agent, broker or custodian appointed by Us including international brokers, International Custodians, international clearers and banks.

**"Applicable Law"** means, in relation to a matter, all applicable laws, legislation, regulation and subsidiary regulation, instruments and orders of a regulatory authority or of a court, rules and procedures of a financial market, Exchange or a clearing and depository facility which apply to the relevant matter in the relevant jurisdiction, including for example, and without limitation, the Corporations Act, anti-money laundering

and counter-terrorism financing laws and privacy laws and any applicable laws administered by any of the following: the United States Securities and Exchange Commission and the Financial Industry Regulatory Authority.

**"ASIC"** means the Australian Securities and Investment Commission.

**"Australian Consumer Law"** means the laws titled Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) including those laws as adopted under legislation of any State and Territory of Australia and Part 2, Division 2 of the Australian Securities and Investments Commission Act 2001 (Cth).

**"Australian Tax Resident"** means a person who is a resident of Australia as defined under Section 6(1) of the Income Tax Assessment Act 1936 (Cth).

**"Business Day"** means a day in Sydney, New South Wales, other than Saturday or Sunday and which is not a public holiday.

**"Corporations Act"** means the Corporations Act 2001 (Cth).

**"Currency"** means a denomination of money or monetary unit such as Australian dollars or as otherwise stated.

**"Currency Conversion"** means the exchange of Currency performed by Us or Our Agents in accordance with Your instruction or otherwise by Us as permitted under these Terms and Conditions.

**"Elective Corporate Action"** means a corporate action event which provides You with a choice of alternative options that may be selected.

**"Exchange"** means an exchange, clearing house and associated settlement facility, organised trading facility or any other execution venue where International Securities are publicly traded.

**"Financial Product"** has the meaning given to that term in section 761A of the Corporations Act.

**“Force Majeure Event”** means an external event or circumstance that is beyond Our reasonable control or the control of Our Agents including, but not limited to, war, natural disaster, pandemic, failure of an International Custodian, excessive price movement in any Currency or International Securities, industrial action or terrorist attack that, in Our opinion, prevents access to affected Exchanges or otherwise prevents Us from complying with any clause or clauses in these Terms and Conditions.

**“GST”** means:

- a. The same as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Law);
- b. Any other goods and services tax, or any tax applying to any transaction envisaged under the Terms and Conditions in a similar way;
- c. Any addition tax, penalty tax, fine, interest or other charge under the GST Law or any other law for such a tax.

**“International Custodian”** means Interactive Brokers LLC and/or any other person We select to hold Your Portfolio in accordance with these Terms and Conditions.

**“International Securities”** means Financial Products traded on foreign Exchanges including, but not limited to stocks, shares, warrants, interests in collective investment vehicles, bonds, debentures or other debt securities, notes, rights, units, options and any other instruments representing rights to receive, purchase or subscribe for the same;

**“Mandatory Corporate Action”** means a corporate action event which is not elective and affects all shareholders of relevant International Securities. Mandatory Corporate Actions include, but are not limited to cash dividends, capital repayments, stock splits, bonus issues, capital reconstructions and mergers.

**“Portfolio”** means all funds, irrespective of the Currency, and International Securities held in

Your Account from time to time by an Agent or International Custodian on Our behalf under these Terms and Conditions.

**“Proscribed Person”** means a person who appears to Us either:

- a. To be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- b. To be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- c. To appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- d. Act on behalf, or for the benefit of, a person listed in sub-clauses a – c.

**“Terms and Conditions”** means these terms and conditions, setting out the agreement between You and Us governing Your Account.

**“Transaction”** means a transaction in International Securities which arises on the execution of an order or an instruction, or otherwise, under these Terms and Conditions.

**“We, Our and Us”** means, Commonwealth Securities Limited (ACN 067 254 399, AFSL 238814) and in connection with custodial and depository services provided under these Terms and Conditions, means both Commonwealth Securities Limited (ACN 067 254 399, AFSL 238814) and CommSec Custodial Nominees Pty Limited (ACN 661 910 345, Authorised Representative 1299490 of Commonwealth Securities Limited).

**“You or Your”** means the person or persons named in the application to deal in International Securities and where the context requires or permits all of them.

## General

1. These Terms and Conditions apply to all dealings between You and Us and any Agents of Ours.
2. The meaning of words referenced in these Terms and Conditions are interpreted as follows:
  - a. The singular – includes the plural and vice versa;
  - b. A document – includes any variation or replacement of it; and
  - c. 'includes', 'including' or an 'example' is without limitation.
3. In this clause, 'You' means each joint account holder separately and applies to each of those joint account holders. You acknowledge and agree that:
  - a. As joint account holders, You irrevocably appoint each other to be Your attorney, in connection with the Terms and Conditions with the powers to do anything that You are able to do under these Terms and Conditions. If We require, You must approve any act that Your attorney does in connection with these Terms and Conditions by notifying Us in writing prior to this act occurring.
  - b. Despite sub-clause 3(a), You acknowledge that We are not obliged to accept from You instructions or notices submitted to Us in Your capacity as attorney appointed under this clause unless authorised by any and all joint account holders.
  - c. You indemnify Us against any loss or damage We incur when Your attorneys act in accordance with the powers granted to them under this power of attorney. You also release Us from liability for acting upon any instruction given by Your attorney in accordance with these Terms and Conditions, except in the case of Our fraud, negligence or wilful misconduct.
  - d. A notice, request, demand or other communication sent to the postal or electronic address last notified to Us by either account holder will be taken to be given to all of You.
  - e. Joint Accounts provided by Us are held as joint tenants only.
4. When Your application for an Account is successfully processed, Your Account will be established in the name and/or structure selected and the following will apply:
  - a. Your Account operates and settles independently of any existing CommSec account You may hold.
  - b. You agree to appoint Us to execute, arrange, or arrange facilities for execution of trades in International Securities and to provide associated settlement and custody services.
5. Your Account is a fully digital product and any communication, notice or financial services disclosure provided by Us will be provided to You through an electronic standing facility, Our website or other digital method, such as text message, in a digital form only.
6. You agree to provide Us with an email address and understand that any communication, notice or disclosure, such as transactions confirmations, transmitted to You will be in the form of a copy of what is already available to You via the agreed electronic standing facility or other digital method available for Your Account.

## Representations and Warranties

7. You represent and warrant to Us that:
  - a. You agree with these Terms and Conditions governing Your Account as principal, and provide instructions in this capacity;
  - b. If You are an individual, You warrant that You are above the age of 18 and have legal capacity to execute contracts and other agreements in relation to Your Account with Us;

- c. Your International Securities are unrestricted and free of any security interest, mortgage, lien or other encumbrance by third parties unless otherwise agreed by Us;
  - d. You do not hold more than one percent of the issued share capital, by vote or value, of each of the International Securities held in Your Portfolio unless otherwise agreed by Us;
  - e. Any and all information that You provide to Us is complete and accurate, and should any such information change, You will notify Us immediately of the change, and the corresponding updated information (including but not limited to changes of name, email, address, or other contact details);
  - f. You will comply with Applicable Laws;
  - g. If You are employed in any jurisdiction, that You will give Us appropriate notice of any employment-related International Securities restrictions that may apply to You and Your dealings prior to using Your Account. You understand that We are not responsible for, and may not agree to assist with, employment-related compliance requirements or restrictions;
  - h. You will be responsible for seeking independent Financial Product advice or taxation advice;
  - i. You assume responsibility for all orders or instructions submitted to Us;
  - j. You are willing and able, both financially and otherwise, to assume all risks associated with Your Portfolio;
  - k. If You operate a company or trust account, Your use of the Account is permitted by the relevant constitution or trust deed;
  - l. Any third-party information, such as market data, We or Our Agents make available to You for the purposes of trading will not be used for any other purpose and You agree not to redistribute or make available this information to others for commercial benefit or any other purpose; and
  - m. You are not an affiliated person, officer, director, or employee of any U.S. securities broker or dealer, introducing broker, futures commission merchant or Exchange unless the written consent required by FINRA Rule 3210 is received and acknowledged by Us.
- Appointment**
- 8. You appoint Us to provide services to You as outlined in these Terms and Conditions. You acknowledge and agree that We may:
    - a. Arrange execution of Transactions on Your behalf;
    - b. Act as master-custodian holding Your International Securities on trust when providing custodial and depository services to You. You will remain the beneficial owner of Your Portfolio at all times; and
    - c. Facilitate Currency Conversions.
  - 9. You acknowledge that We may appoint Agents to assume or perform certain obligations or duties under these Terms and Conditions in accordance with Applicable Laws. These may include, without limitation:
    - a. Execution;
    - b. Clearing;
    - c. Settlement; or
    - d. Custodial and Depository Services.
  - 10. We may, on occasion, remove Agents or appoint new Agents to perform any of the duties, or exercise any of the rights that We or any other Agent may have under these Terms and Conditions. We will exercise reasonable care in any removal or selection of Our Agents.
- Additional Documentation, Access and Login**
- 11. You agree that You will complete any documents required by Us to satisfy any

Applicable Laws associated with these Terms and Conditions, or as required by Our Agents, including provision of taxation declarations and residency declarations.

12. You acknowledge and agree that You must as soon as practicable advise Us of any material change in Your circumstances that would affect the accuracy of any such taxation and residency declarations already provided. If We are so advised, We reserve the right to terminate the services provided to You immediately by giving written notice to You, and the provisions outlined under "Termination and Assignment" of these Terms and Conditions will apply.
13. You agree to regularly access Your Account and acknowledge that as a fully digital product You are responsible for actively monitoring Your Account and saving communications, notices and disclosure documents in a timely manner, and in any event no later than twelve months after they were first made available to You. In addition, You agree that You will source any information (including tax) that You require for Your Account and that CommSec will not issue physical statements or notices.
14. You undertake not to reveal any access code, number or password for Your Account, not to otherwise allow or cause any unauthorised person to access, or to facilitate any unauthorised person to access Your Account via any device application of Ours and not to allow any unauthorised person to issue instructions on Your Account. You agree to abide by the following:
  - a. To not tell anyone Your code or to let anyone find out Your code – not even family or friends;
  - b. To not let anyone watch You enter Your code;
  - c. If You receive Your code electronically, We suggest that You memorise it and delete or destroy the electronic message. This is to ensure Your safety. We further suggest that You make a

reasonable attempt to disguise the code if You choose to record it;

- d. To not override the software lockdown on Your device through which You access Your Account (i.e. jailbreak or root Your device);
- e. To not allow or cause a fingerprint or face identification record of another person to be used to permit another person to transact on Your Account through any device application of Ours; and
- f. To not otherwise allow or cause another person to access Your account through any device application of Ours by the use of Your fingerprint or face identification

### Third-Party Information

15. You agree that We are not responsible for any externally sourced third-party information available on Your Account and We make no warranties, express or implied, as to any such third-party information. You acknowledge and agree that:
  - a. Externally sourced third-party information does not reflect Our opinions or policies.
  - b. We do not authenticate the completeness or accuracy of externally sourced third-party information made available through Your Account. This includes, but is not limited to, information such as market commentary or market data, which may be provided by a third-party or Our Agents and may require You to enter into a subscription agreement in addition to these Terms and Conditions.
  - c. Access to externally sourced third-party information may differ depending on the channel, such as website or mobile, used to operate Your Account and may affect the feature availability.
16. You acknowledge that We do not provide any personal financial product advice.

Any general financial product advice provided by Us, Our Agents or third parties in connection with Your Account is prepared without taking into account Your objectives, financial situation or needs. For this reason, You should, before acting on any general financial product advice, consider the appropriateness of the advice, having regards to Your objectives, financial situation or needs, and, if necessary, seek appropriate professional advice.

17. You agree that We, at Our discretion, at any time, and without prior notice, have the right to suspend or terminate Your access to third-party information including where a subscription agreement was entered into for Your Account. For example, where a subscription payment has resulted in a negative Account balance or the third-party information is no longer available from Our Agents.
  18. You agree to not provide any third-party information to any other person without Our written consent. This applies to copying, reproducing or selling any third-party information contemplated by these Terms and Conditions.
  19. We and Our Agents may enable access to price quoting services from time to time in connection with the service provided under these Terms and Conditions. You agree that We may limit Your access to price quoting services and may charge You fees based on Your usage of these services.
- Nominee and Custodial Services**
20. You appoint Us to hold Your Portfolio on trust as master-custodian when We provide this nominee and custody service to You. You acknowledge and agree that We will appoint International Custodians to execute Our duties as outlined in these Terms and Conditions. Any International Custodian appointed will hold assets on trust for Us as master-custodian which We, in turn, hold for You.
  21. You acknowledge and agree that:
    - a. When You open an Account with Us, You will have beneficial ownership of Your Portfolio held through Our nominee and custody service with International Custodians.
    - b. Your Account's registered name will not appear on the member register of Your International Securities (Our Agent's name will appear on Your behalf) which means You will not receive information such as notices of meetings, dividend information or corporate information directly. We will, on a best endeavours basis, arrange to make such information available to You when We receive it from Our Agents.
    - c. Your Portfolio and the Portfolios of Our other customers may not be held separately, meaning Your Portfolio may be held in an omnibus (pooled) account collectively, while segregated from Our and any Agents' assets, in accordance with Applicable Laws.
    - d. We will be entitled to, and will retain, any interest which may be paid to Us by Our Agents in respect of any Currency held in Your Portfolio through this nominee and custody service.
    - e. Upon Your request, We will provide You with the details in which Your International Securities are held.
  22. You agree that when dealing in International Securities, You do not have the right to request or otherwise obtain physical certificated delivery of those International Securities where the International Securities are registered in Our or Our Agents' name through this nominee and custody service.
  23. When providing a nominee and custody service to You, unless required otherwise by Applicable Laws, We will:
    - a. Make commercially reasonable efforts to act on legally valid instructions

- received from You in relation to Your Portfolio;
- b. Provide You with reporting on Your Account as described in these Terms and Conditions;
  - c. Exercise reasonable care in the engagement and monitoring of any International Custodians We appoint including their ongoing performance;
  - d. Exercise the care, skill and diligence in the provision of the above services as custodian that a reasonable person would exercise, having regard to the relevant International Securities, Exchanges, and the Applicable Laws; and
  - e. Arrange for a daily reconciliation of Your Portfolio and make commercially reasonable efforts to rectify any shortfall identified as soon as is practicable.
24. We acknowledge that We are prohibited from taking or granting any charge, mortgage, lien or other encumbrance over, or in relation to, Your Portfolio held by an International Custodian, unless:
    - a. It is for expenses and outlays made within these Terms and Conditions (other than Our unpaid fees);
    - b. Required to comply with Applicable Laws; or
    - c. In accordance with Your written instructions or as otherwise agreed with Us.
  25. When We remove or appoint International Custodians, We will update Our records with the contact details of the assets holders engaged under these Terms and Conditions. These details will be made available as soon as reasonably practicable before arranging for Your Portfolio to be held by an International Custodian for Us.
  26. You acknowledge and agree that You will retain a minimum funds balance in Your Account of at least zero Australian dollars and/or foreign Currency equivalent as applicable to Your Account type, or as otherwise stipulated at Our sole discretion. You provide Us with a non-discretionary standing instruction to sell International Securities held in Your Portfolio to realise the sum needed to maintain this agreed minimum funds balance under these Terms and Conditions.
- Liability and Indemnity**
27. Our liability under these Terms and Conditions is subject to any applicable contrary provisions in the Australian Securities and Investments Commission Act 2001 (Cth) and Competition and Consumer Act 2010 (Cth).
  28. If You are a consumer under Australian Consumer Law, Our service comes with a non-excludable warranty under those laws that it will be carried out with due care and skill, and be reasonably fit for the purpose. If We breach any of those warranties You may be entitled to compensation. If You are not a consumer as defined in Australian Consumer Law, Our liability for loss or damage is limited to resupplying the service to You or paying the costs of having the service resupplied to You. Consumers have the benefit of certain protections under the Australian Consumer Law. Nothing in this document shall be taken to exclude liability which may not be excluded under the Australian Consumer Law. However, to the extent permitted under the Australian Consumer Law, in relation to any loss You have suffered as a consumer, Our liability is limited to the supplying of the services again or the cost of providing the relevant services again.
  29. We agree to exercise reasonable care in selecting Our Agents however You agree We will not be liable for any losses sustained or incurred by You by reason of any act, omission, fraud or negligence of any of Our Agents, unless We have failed to exercise reasonable care in selecting the Agent.
    - a. While We will use reasonable care in selecting Our International Custodian,

We are not liable for any losses incurred by You by reason of any act, omission, fraud or negligence of the International Custodian or in relation to the holding of or dealing with Your International Securities by the International Custodian.

- b. Notwithstanding sub-clause 29(a), We will be liable to You if You suffer loss in respect of Your International Securities due to a failure by the International Custodian to comply with its duties under these Terms and Conditions and any other agreement relating to the holding of Your International Securities or to observe reasonable standards generally applied by providers of custodial or depository services for holding property such as International Securities.
  - c. Sub-clause 29(b) will not apply to the extent that the loss arises from the insolvency of the International Custodian and We have taken reasonable care in engaging and monitoring compliance by that International Custodian.
30. You agree that We or Our Agents will not be liable for any loss resulting from any errors in communication, provision of data and the operation of an Exchange in the event that information communicated to Us from third-parties is found to be incomplete, inaccurate, misleading or false.
  31. You agree We will not be held liable for any losses when We exercise Our right to suspend or terminate Your access to third-party information.
  32. You agree to indemnify and hold Us harmless against any losses, actions, costs, claims, damages, demands, expenses, proceedings and liabilities paid, suffered or incurred by Us directly or indirectly in connection with Our performance of these Terms and Conditions unless caused by Our fraud, negligence or wilful default, including as a result of:
    - a. Any breach by You of these Terms and Conditions;
- b. Your failure to satisfy any statutory or regulatory requirements arising from Applicable Laws;
  - c. Any representation or warranty made or given by You under these Terms and Conditions proving to be misleading or incorrect;
  - d. Your use of services connected to Your Account or any third-party information in violation of these Terms and Conditions; or
  - e. Any fraudulent, illegal, or unauthorised dealings on Your Account which are attributable to Your conduct.
33. Unless caused by Our fraud, negligence or wilful default, under no circumstances shall We, Our Group and Our directors, officers, Agents, representatives, and employees be held liable for any damage, claim or loss (including, without limitation, incidental loss, indirect or consequential loss, exemplary damages, loss of revenue or profits) incurred by You in connection with or resulting from:
    - a. Any failure by You to comply with these Terms and Conditions.
    - b. Any error, omission or invalidity in Your instruction.
    - c. Us acting, or refusing to act, or not reviewing, Your instructions.
    - d. Our inability to receive or act on Your instruction due to circumstances that are deemed beyond Our reasonable control.
    - e. Any interruptions to dealings or proposed dealings, unable to be completed or take place due to the failure or delay of any technological service (such as phone or computer).
    - f. Any issues in relation to any Exchange, including any error, omission, interruption, deletion, defect, delay in operation, transmission, or any other factor.

- g. Network failure when operating Your Account, which leads to the risk of You failing to buy or sell International Securities or Us receiving Your Instructions multiple times resulting in repeated Transactions.
- h. Market movements and other risks associated with trading and dealing in International Securities.
- i. Our compliance with the requirement of Applicable Laws or any directions from a regulatory authority.
- j. Any insider trading, market manipulation, false or misleading trading, market rigging or any other form of market abuse in connection with Your Account.
- k. Us or our Agents withholding tax required by Applicable Laws, or satisfying any tax related obligations associated with the International Securities in Your Portfolio;
- l. Any significant event or other cause beyond Our reasonable control, the effect of which is also beyond Our reasonable control to avoid.
- m. If an unauthorised transaction occurs on Your Account and You, or any other authorised user, have not made a reasonable attempt to disguise a code or to prevent unauthorised access to the code record as agreed in Clause 14.
- n. If an unauthorised transaction occurs on Your Account and You either allowed or caused a fingerprint or face identification record of another person to be used to permit an unauthorised person to transact on Your Account through any device application of Ours, or You allowed or caused another person to access Your Account through any device application of Ours by the use of Your fingerprint or face identification.

consider any acknowledgement, consent or instruction provided electronically, including consent to these Terms and Conditions, to be a written instruction. We will rely on instructions provided electronically and reserve the right to act on Your instructions, or the instructions from a person You authorise to trade on Your Account, without further enquiry. You may authorise another person to give instructions or place orders on Your behalf subject to the following conditions:

- a. You must notify Us of the authorised representative by completing an acceptable "authority to trade" form.
- b. The authorised representative will be provided with their own unique Client ID and password to access Our website. You agree that You will not share Your login details with any other person including the authorised representative appointed as an authority to trade on Your Account.
- c. You may, at any time, notify Us to revoke the appointment of the authorised representative. We will treat any trading related instruction received from the authorised representative as having been given by You until such time as we have received Your instruction to revoke the authorised representative's authority.
- d. You warrant to Us that You have diligently considered the appointment of the authorised person on Your Account. You agree that we are not liable for any of the losses incurred on Your Account which may arise in connection with any act or omission of the authorised person on Your Account and understand that You are solely responsible for all trading activity on Your Account.
- e. You understand that You are liable for all acts and omissions of the authorised representative irrespective of whether the authorised representative acted outside of the scope of their delegation.

### Instructions and Order Placement

34. You understand and agree that We will

We are not responsible for the acts or omissions of the authorised person on Your Account, including any erroneous, negligent or fraudulent conduct that they may have engaged in whilst appointed in their capacity as an authorised person.

35. You acknowledge and agree that order instructions for International Securities in connection with Your Account:
- a. Will only be accepted through Our website or mobile application, unless We agree otherwise;
  - b. May only be valid for terms that We determine from time to time within the terms allowed on the relevant Exchange. Time-in-force instructions such as good-till-cancelled are not accepted by all Exchanges and may result in an order instruction being cancelled by Our Agents or an Exchange due to corporate actions or other reasons beyond Our control;
  - c. Will generally be processed in the sequence in which they are received by Us noting that market orders can ordinarily only be placed during Exchange market hours. However, if market orders are submitted outside of Exchange market hours, the order must be a value-based market order, which may be queued for entry when the Exchange opens. We may reject unit-based market orders outside of market hours;
  - d. Must provide Us with any information that We reasonably request to accept Your orders. You are responsible for ensuring the accuracy and completeness of Your order; and
  - e. May be rejected, cancelled or refused, for any reason, including that:
    - i. There are insufficient funds available in Your nominated settlement account to transfer to Your Account.
    - ii. There are insufficient funds within Your Portfolio.
    - iii. Applicable Laws require this action.
    - iv. Where International Securities required for settlement of a trade are not available.
    - v. Domestic or international trade and economic sanctions.
    - vi. Our or Our Agents' policies or risk appetite.
36. You acknowledge and agree that You will not give Us instructions which would breach, or cause Us to breach Applicable Laws, including in relation to:
- a. Short selling;
  - b. Insider trading;
  - c. Market manipulation, false or misleading trading, or market rigging;
  - d. Creating a disorderly market; or
  - e. Anti-money laundering or counter-terrorism financing.
37. You acknowledge that We will make commercially reasonable efforts to:
- a. Effect any instruction in respect of orders as quickly as possible; and
  - b. Inform You when orders are filled prior to an amendment or cancellation instruction being accepted. If an order is filled prior to a cancellation or amendment instruction being received and processed by Us and Our Agents, You agree to accept the Transaction(s) on the original terms.
38. If You have concerns in relation to Your order, You will make all reasonable attempts to verify whether the order has been received and processed prior to taking any further action. You agree to issue specific cancellation or amendment instructions with respect to an existing order and not to attempt to effect such changes by placing a second or duplicate order. You will be solely

responsible and liable for any duplicate orders that You place.

39. If We reasonably consider there to be a dispute between You and Us about an order or instruction You have given, for example, the number of shares You have asked Us to buy, or the bid price for shares, We may take, without prior notice to You, any action which in Our reasonable opinion We consider necessary to close any open position subject of the dispute. For example, by selling shares or cancelling orders.
40. You agree that in the event that a security code or identifier changes, or where an Exchange purge results in the cancellation of Your unexecuted order, that You bear the onus for replacing all (including live and dependent) orders with the new relevant security code or identifier where applicable. We bear no responsibility for re-entering purged orders and any orders with incorrect codes or identifiers.
41. You acknowledge that international time differences and the timing of public holidays or other similar observances may lead to delays in the receipt of order instructions, reporting and execution by Our Agents. For example, an order placed on 30 June Australian Eastern Standard Time may not be executed until 1 July Australian Eastern Standard Time.

**Confirmations**

42. You acknowledge and agree that We may consolidate transaction confirmations into a daily report made available to You through an electronic standing facility only. We may offer alternative means to provide copies to You but We are under no obligation to do so.
43. You understand that We may accumulate and average the price of two or more Transactions in a single transaction confirmation, where appropriate and permitted under Applicable Laws.
44. You acknowledge that transaction confirmations may be delayed or may be, on occasion, inaccurate, or the underlying

trades themselves may be cancelled or adjusted by the relevant Exchange. In such events, You remain bound by the actual order execution, if relevant and applicable to Your order instruction.

45. You acknowledge that You bear the responsibility to promptly check each transaction confirmation applicable to Your Account. You further agree that You will notify Us immediately if You become aware of an error in any transaction confirmation.
46. You acknowledge and agree that We are entitled to assume that the transaction confirmation is correct unless You notify Us of any error within 24 hours of its issuance. We reserve the right to remove, or require You to accept, a Transaction identified as executed or cancelled in error, in Our absolute discretion, and consistent with the Applicable Laws (unless the error was caused by Us).

**Available Exchanges, Currencies and Products**

47. You agree, that We reserve the right to nominate and make available for transacting, selected International Securities, Exchanges and foreign Currencies at Our discretion, for the purpose of meeting legal, regulatory or business requirements.
48. You agree that We reserve the right to withdraw access to particular International Securities, Exchanges, and foreign Currencies. Should this occur, We will:
  - a. Provide a reasonable prior notice period of no less than 30 days (unless factors outside of Our control require a shorter notice period or no notice otherwise) of Our withdrawal from the specified International Securities, Exchanges, foreign Currencies; and
  - b. Provide You with the option to sell or transfer out any affected International Securities, and/or sell foreign Currencies You may hold during the notice period.
49. You acknowledge and agree, that in the event where You fail to take action, prior to

the specified notice period referred to in clause 48, We reserve the right to:

- a. Sell any remaining withdrawn International Securities positions You may hold and convert the sale proceeds to Australian dollars;
- b. Convert any remaining funds in withdrawn foreign Currencies to Australian dollars; and
- c. Credit any proceeds to Your nominated settlement account (net of any applicable fees).

### Foreign Exchange/Settlement

50. You agree that You will bear the foreign exchange risks of trading in International Securities, including, but not limited to, the risks of funds held, of dividends or other income payments received, of expenses or other liabilities incurred and of foreign exchange controls or other Applicable Laws that may prohibit or impose costs on transfers of International Securities or funds in Your Portfolio held in countries outside Australia or denominated in a Currency other than Australian dollars.
51. Your nominated settlement account (that is, Your linked bank account for the purposes of making or receiving payments connected to Your Account) must be a Commonwealth Direct Investment Account (CDIA) with the Commonwealth Bank in the same name as Your Account. From time to time, and at Our sole discretion, We may permit other Commonwealth Bank accounts to be linked to Your Account. You agree that We may provide You notice that unless You arrange for Your nominated settlement account to be a CDIA within a reasonable period of no less than 30 days (unless factors outside of Our control require a shorter notice period or no notice), Your Account will be restricted from transacting or closed.
52. You acknowledge and agree to the following:
  - a. You will need to transfer Australian dollars into Your Portfolio from Your nominated settlement account prior to placing buy orders reliant on those funds for settlement. The funds in Your Portfolio will be held by Our International Custodians and need to be sufficient to meet the obligations from any resulting Transaction taking into consideration the prevailing foreign exchange rate, a buffer to allow for foreign exchange movements and any associated costs;
  - b. You can elect to change Account type from International Shares to International Shares PLUS, which affects the foreign Currency features available within Your Portfolio as follows:
    - i. International Shares Accounts automatically convert any positive or negative foreign Currency balance into Australian dollars on your behalf, through a Currency Conversion, including where foreign Currency is required to settle a Transaction.
    - ii. International Shares PLUS Accounts automatically convert any negative foreign Currency balance into a Currency held within Your Portfolio, retain positive foreign Currency balances in Your Portfolio and enable standalone Currency Conversions to be immediately effected.
    - iii. We reserve the right to automatically convert any remaining positive foreign Currency balance held in Your Portfolio into Australian dollars, through a Currency Conversion, should You elect to change Your International Shares PLUS Account to an International Shares Account.
    - iv. Your election to change Account types is subject to Our right to decline the change, which will not be unreasonably exercised.
  - c. If Your Portfolio holds a nominal foreign

- Currency balance equivalent to USD\$5 or less through an International Shares PLUS Account, in any individual foreign Currency, We may automatically process a Currency Conversion on Your behalf to return the respective nominal balance(s) to Your Portfolio in Australian dollars;
- d. Withdrawal requests for funds held in Your Portfolio can only be made in Australian dollars and where approved, funds will be remitted to Your nominated settlement account;
  - e. In the event We are required to debit Your nominated settlement account for funds owing to Us, the debit will be followed by a corresponding Account update as soon as reasonably practicable thereafter. If the payment system is offline due to the time of day (outside business hours), or during scheduled maintenance, the Account update may be delayed accordingly;
  - f. When You place a buy order, We may require an additional buffer amount to be withheld when estimating the cost of the Transaction and/or accepting the order. When Your order is completed, excess withheld funds are automatically added back to Your available funds. The final amount paid for Your Transaction can be identified on the resulting transaction confirmation and activity statements.
  - g. In the event where You hold a negative balance for a certain Currency (that is, where You owe an amount in a certain Currency and You do not hold an amount in that Currency in Your Portfolio that is equal or greater than the amount owing), We reserve the right to convert any funds You may hold in Your Portfolio, into the Currency necessary to satisfy the shortfall, without prior notice. Any resulting Currency Conversion will be settled immediately.
53. By placing orders on Your Account, You agree to Currency Conversions at Currency exchange rates which may differ from the indicative quote displayed depending on fluctuations in the underlying foreign exchange market.
  54. Any dividend or other funds payment to which You are entitled in relation to any International Securities, may be credited to Your Portfolio in Australian dollars or foreign Currency, less any tax and other applicable charges.
  55. You acknowledge and agree that We offer Currency Conversions only for the purpose of enabling settlement of International Securities related Transactions on Your Account. You further acknowledge and agree that outside of Our Currency Conversion offering, unless otherwise agreed by Us, You cannot:
    - a. Withdraw foreign Currency from Your Portfolio; or
    - b. Deposit foreign Currency into Your Portfolio.

### Securities Transfers

56. To transfer International Securities into Your Account that are held with another broker, or transfer International Securities out to another broker, You will need to meet the requirements of Our broker-to-broker electronic transfer process including the following:
  - a. We will not accept DRS (Direct Registration System), DWAC (Deposit or Withdrawal by Custodian), certificated or dematerialised International Securities held with a transfer agent unable to access Our broker-to-broker electronic transfer process or any off-market transfer from a third-party. You agree to indemnify Us for any fees passed to Us by third-parties in connection to Your transfer request.
  - b. To transfer International Securities held by Us to another broker, a transfer request must be submitted with Your other broker through a supported

broker-to-broker electronic transfer system.

57. If You are required to transfer Your Portfolio between Accounts held by Us You may do so by completing Our Off-Market Transfer Form or as otherwise arranged by Us.
58. You agree and acknowledge that We will only accept transfers for selected International Securities, Currencies and Financial Products that are supported by Us at the time of transfer and are able to be transferred by Our Agents. We reserve the right to reject or sell any unsupported International Securities, Currencies or Financial Products received in from the other broker in response to the transfer request.

**Fractional Share Trading**

59. You acknowledge and agree that, in relation to any fractional International Securities made available by Us or Our International Custodian, the following apply:
  - a. The quantity of fractional International Securities will be recorded to four-decimal places for trades and holdings within Your Portfolio;
  - b. You will remain the beneficial owner of Your fractional International Securities at all times but will not be able to participate in Elective Corporate Actions, such as shareholder voting. Any Mandatory Corporation Action, such as a dividends, will be applied to fractional International Securities within Your Portfolio;
  - c. Our International Custodian or Agent may arrange with an affiliate to execute the fractional International Securities component of an order as principal. This does not affect any whole quantity of International Securities in an order instruction;
  - d. We reserve the right to limit the available order types for fractional International Securities; and

- e. You will not be able to transfer fractional International Securities out of Your Account to another broker. Any fractional International Securities held in Your Portfolio will need to be sold prior to effecting a transfer out to another broker, noting any funds received may need to be paid out to Your nominated settlement account in Australian dollars, net of fees, should Your Account not be able to receive the settlement amount. We may treat an instruction to transfer International Securities to another broker as an order to liquidate fractional quantities of affected International Securities in Your Portfolio prior to performing the transfer of whole quantities of International Securities to the other broker.

60. We reserve the right to combine fractional quantities of International Shares into whole quantities of International Shares. For example, buying half of the same International Share twice may result in a quantity of one respective International Share within Your Portfolio.

**Corporate Actions and Voting Rights**

61. You acknowledge and agree to the following:
  - a. As beneficial owner of the International Securities in Your Portfolio, You may not have the ability to participate in all Elective Corporate Actions that may arise. Further to this, We may not accept instructions submitted on Your behalf in relation to such Elective Corporate Actions. For example, country of domicile restrictions may apply;
  - b. You may not have entitlements to the voting rights of Your International Securities or their exercise;
  - c. You may not have an entitlement to attend general meetings or any other meeting in connection with the International Securities in Your Portfolio;
  - d. Where the European Union’s Shareholder Rights Directive II (SRDII)

- is applicable, We will facilitate the exercise of rights and the transmission of relevant information between the company and You (shareholder) as required by SRDII.
- e. We will transmit SRDII information to the contact details provided for Your Account and, if the associated email address or mailing address is not accessible by all Account holders, it is the obligation of the recipient to disseminate the information to other affected Account holders where relevant.
  - f. In the event where You are entitled to a fraction of an International Security as a result of a Mandatory Corporate Action, We may round that fraction down to the nearest whole number. Surplus International Securities may then be sold with the resulting funds credited to the respective Portfolios of eligible Accounts. We reserve the right to sell or retain fractional International Securities received through corporate actions and choose not to distribute them at Our sole discretion, for legitimate business, prudential, or regulatory reasons;
  - g. In the event of a rights issue, We will allocate entitled rights to Your Portfolio. Generally, We will not accept instructions by You to exercise a rights issue on Your behalf. We may, however, accept such instructions at Our sole discretion and on a best endeavours basis only;
  - h. We are under no obligation to provide, but may arrange for You to receive, copies of annual reports and/or other company announcements of International Securities held in Your Portfolio; and
  - i. Any funds which You may be entitled to, and receive, may be paid to You in Australian dollars and consequently be subject to Currency Conversion by Us, on Your behalf, less any applicable fees.
62. In the event of a Mandatory Corporate Action, You may instruct Us of Your election for either International Securities or funds, and We will process Your instructions on a best endeavour basis. We reserve the right to provide You with an alternative to Your election, at Our discretion, on specific corporate actions and where required.
  63. You acknowledge that in the event where International Securities are allocated to You as a result of a corporate action, We will endeavour to distribute them to Your Portfolio in a reasonable time after they are received by Our Agents.
  64. We will use commercially reasonable efforts to manage Elective Corporate Action instructions. In the event of an Elective Corporate Action, except for where We are required to do so by SRDII, We reserve the right to take no action which may be for legitimate business, prudential or regulatory reasons. To the extent We will facilitate an Elective Corporate Action, You must provide Us with instructions electronically and understand Our deadline to tender instructions may be earlier than the International Securities stated deadline. We do not guarantee We will act on Your instruction for Elective Corporate Actions received after Our deadline.
  65. You agree to regularly log in to actively monitor Your Account and acknowledge that notifications for corporation actions are made available exclusively through Your Account in a digital form.

#### **Fees**

66. You agree to pay Us by way of deduction from Your Portfolio or nominated settlement account, or on demand, any commissions, fees, foreign exchange fees and charges in connection with the services provided under these Terms and Condition at the amounts, rates and Currency notified by Us either in writing, by email, or posted on Our website (and included in Our Financial Services Guide) from time to time together with any fees, taxes or other charges levied

by an International Custodian, Agent, or in connection with provision of the services.

67. You acknowledge and agree that execution of an order over more than one day will incur commission independently on a daily basis. Where an order is placed on Your Account with instructions to remain in the market over multiple days, each days' executions in respect of that order will attract at least the minimum commission amount irrespective of any previous days' executions and associated commissions charged.
68. You agree that We or Our Agents reserve the right to be indemnified for any costs associated with holding negative interest bearing Currencies in Your Portfolio.
69. You agree that an inactivity fee may apply to Your Account if Your Account does not generate one or more Transactions in a period specified by Us on Our website.
70. If Your Account holds funds in any Currency and/or International Securities and remains inactive for an extended period of time, not less than 12 months, We will attempt to contact You via the contact details You have provided. In the event We are not able to establish contact with You, Your Account may be considered abandoned at Our sole discretion. If such a determination is made by Us, Your Portfolio may be sold and the net sale proceeds, less applicable fees, will be credited to Your nominated settlement account in Australian dollars.
71. You acknowledge and agree Your Account and Portfolio are not bank accounts. Where You have a small funds balance, not more than an amount specified by Us on Our website, We reserve the right at Our sole discretion to convert the funds to Australian dollars, through a Currency Conversion, and return the total balance to Your nominated settlement account.
- Subject to these Terms and Conditions, You have an absolute, vested and indefeasible entitlement to Your Portfolio including all capital and income associated with Your Portfolio. Subject to these Terms and Conditions, You have the ability to call for the assets within Your Portfolio to be transferred at Your direction. You acknowledge and agree that:
- a. If you are an individual, Your residential and postal address is in Australia;
  - b. If You are not an individual, You are established or incorporated in Australia and Your registered and postal address is in Australia;
  - c. You are not a US Person (US Citizen and/or US Resident, or recognised as such by the United States Internal Revenue Service);
  - d. If You update Your details relevant to tax with the Group, via Netbank or other mechanisms, We will update these details in Our system without notifying You. This includes tax residency, citizenship and any other details that may require update to maintain consistent information across Our systems;
  - e. Before making any decisions relating to entering an agreement with Us, We suggest You seek professional advice from a tax agent, accountant, lawyer or persons licensed to provide such advice;
  - f. Any applicable tax that arises in connection with Your Account will be applied to Your Account by Us or Our Agents. This includes but is not limited to tax relating to withholding, transaction, stamp duty, GST, capital gains and estate management;
  - g. We are not required to take any action that may be required in respect of Your tax affairs such as the lodgement of tax related forms or the claiming of benefits with any tax authorities;

## Taxation

72. You acknowledge and agree that Your Portfolio will be held by Us via trust for You under these Terms and Conditions.

- h. We may, where necessary and applicable, withhold an amount from Your Portfolio, nominated settlement account or sale proceeds received from a sell down of Your International Securities or Currencies if required to recover any taxation obligation of Your Account;
- i. Prior to the commencement of any trading on Your Account with Us, We will require You to complete and provide a valid and reasonable W-8 or similar tax form required by the United States Internal Revenue Service or other equivalent foreign tax authority, through Our account origination process;
- j. You are solely responsible for the information provided on the W-8 or similar tax form, and any negative implications as a result of fraudulent or falsified information will be Your liability to bear;
- k. Upon expiry, change of circumstances, or changes to the relevant tax form required by the United States Internal Revenue Service or other equivalent foreign tax authority, You may be required to submit a new W-8 or similar tax form;
- l. Your Account may be suspended or otherwise restricted at Our absolute discretion if You do not have a valid W-8 or similar tax form as relevant on file. Furthermore, We reserve the right to cancel any outstanding open orders if You do not have a valid and reasonable W-8 or similar tax form on file with Us;
- m. We and Our Agents will not accept third parties executing W-8 or similar tax forms on Your behalf unless otherwise agreed by Us;
- n. You acknowledge and agree to indemnify Us and Our Agents against any liability, loss or claim You may raise in relation to any tax withholding or other tax related matters and understand any adverse tax implications or consequences that may occur from using Your Account are Your responsibility;
- o. Our Agents may not be able to claim a reduced rate of withholding tax under the relevant double taxation treaty in relation to distributions in respect of the International Securities in Your Portfolio. You understand and accept that a reduced rate of withholding tax under any relevant double taxation treaty will not be applied in these circumstances. In addition, You will not be able to claim tax treaty benefits which require the satisfaction of any eligibility criteria other than tax residency status;
- p. We will operate the Account on the basis that You do not exceed in aggregate more than one percent of the issued share capital, by vote or value, of each of the International Securities held in Your Portfolio unless otherwise agreed by Us. We reserve all rights to restrict and/or sell affected International Securities in Your Account if We are made aware that this ownership threshold has been exceeded;
- q. Information provided to Us for country specific tax treaty purposes may be used across multiple jurisdictions and tax authorities; and
- r. You acknowledge that if You are not an Australian Tax Resident, Our Agents will not be able to facilitate a claim for a reduced rate of withholding under relevant double taxation treaties.

### Investor Protection

73. You acknowledge and agree that by using the services described under these Terms and Conditions, You are instructing Us to hold Your Portfolio with International Custodians, including offshore International Custodians We appoint who operate under different Applicable Laws to Us.

74. We will appoint International Custodians who are registered broker-dealers regulated in the United States of America, and are members of the Securities Investor Protection Corporation (SIPC), to hold Your Portfolio. Securities and cash, irrespective of the Currency, held in Your Portfolio are subject to SIPC protection via Our appointed International Custodian up to the value of USD\$500,000 of which USD \$250,000 can be claims for cash.
- a. For more details, please visit **www.sipc.org**.
  - b. In the unlikely event of the insolvency and liquidation of an International Custodian We appointed to hold Your Portfolio, We will petition for Your Account in the resulting court proceedings to facilitate the lodgement of Your claim.

### Complaint Resolution

75. We try to get things right the first time but if We do not, We will do what We can to fix it. You can fix most problems simply by talking to Us, so if You need to make a complaint, please call Us on 1300 361 170 (24 hours US trading days) or +61 2 9115 1531 (from outside Australia). We will:
- a. Keep a record of Your complaint;
  - b. Give You a name, reference number and contact details for You to follow up if You want; and
  - c. Give Our final response within 30 days.
76. If We cannot complete Our investigation within 30 days, We will let You know why and give You the details of the Australian Financial Complaints Authority – a free, independent dispute resolution service that You can contact if You are not happy with how We handled Your complaint by phone 1800 931 678 or visit [afca.org.au](http://afca.org.au).

### Proscribed Persons

77. You agree that:
- a. If You or a signatory appears to be a

Proscribed Person, then We may:

- i. Immediately refuse to process or complete any Transaction or dealing of Yours.
- ii. Suspend the provision of a product or service to You.
- iii. Refuse to allow or to facilitate any of Your assets held by Us to be used or dealt with.
- iv. Refuse to make any asset available to You to any other proscribed person or entity or terminate these arrangements with You.

We will be under no liability to You if We do any or all of these things. Our rights under this clause are in addition to all other rights We may have.

- b. If we exercise Our rights under sub-clause 77(a), You must pay Us any damages, losses, costs or expenses that We incur in relation to any action taken under sub-clause 77(a), including without limitation, administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting Our obligations under these Terms and Conditions.
- c. In the event that You appear to be a Proscribed Person, We will not be responsible for any loss, liability or costs incurred by You where We are unable to receive or act on Your instructions.

### Variation

78. We may from time to time vary these Terms and Conditions to:
- a. Add, change or remove any concessions or benefits;
  - b. Adopt or implement any legal requirement, decision, recommendation, regulatory guidance, or standard of any court, tribunal, or ombudsman service regulator;
  - c. Accommodate changes in the needs or requirements of Our clients, such as new

product features or services;

- d. Correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
- e. Bring us into line with Our competitors, industry or market practice or best practice in Australia or overseas; or
- f. Reflect changes in technology or Our processes including Our computer systems.

Each of the changes in paragraphs 'a' to 'f' is a separate right and this clause is to be read as if such change was a separately expressed right. Without limiting Our rights under paragraphs 'a' to 'f', We may from time to time vary any of the Terms and Conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events). If we vary these Terms and Conditions the changes shall apply to all dealings between You and Us on and from the day on which the variation takes effect. If We consider the change to be material, or in any way unfavourable to You, We will give you no less than 30 days' notice either at the electronic address last notified by You to Us or at Our website. If at Our website, We will draw Your attention to the change via a site news message or similar prompt. If We consider that the change is not material and it is not unfavourable to You, We will give You notice of the change no later than the date that change takes effect, at the electronic address last notified by You to Us or by providing information about the change on Our website.

- 79. We may make a variation without prior notice where such variation is necessary to restore or maintain the security of Our systems or any Accounts.

### Termination and Assignment

- 80. Subject to clause 77, either You or Us may close Your Account and terminate the agreement under these Terms and Conditions by giving not less than 30 days' prior written notice to the other.

- 81. You acknowledge and agree that We may immediately close Your Account and terminate the agreement under these Terms and Conditions if:
  - a. You breach these Terms and Conditions in a material or persistent respect;
  - b. We identify that Your residential and/or postal address is outside Australia;
  - c. We identify that You are no longer established or incorporated in Australia, or that Your registered address and/or postal address is outside Australia;
  - d. You become a US Person (US Citizen and/or US Resident, or recognised as such by the United States Internal Revenue Service);
  - e. You make false or misleading representations in Your dealings with Us;
  - f. You make any representation or warranty in this agreement that is or becomes untrue;
  - g. You are an individual, on Your death or Your incapacity;
  - h. You enter bankruptcy, voluntary administration, restructuring under Part 5.3B of the Corporations Act, or other insolvency process;
  - i. You are or become unable to pay Your debts as and when they fall due; or
  - j. You are a company and We become aware of Your deregistration.
- 82. Subject to Our other rights under these Terms and Conditions, upon termination of the agreement:
  - a. Any previously arising rights and obligations of either of Us will not be affected;
  - b. We and Our Agents may enter into transactions to settle or otherwise extinguish or off-set obligations incurred by Us or them in relation to the Portfolio prior to termination;

- c. We agree to take all necessary steps to vest control of the Portfolio in You (or as You otherwise direct in writing), subject to payment by You of all charges and expenses and those of Our Agents incurred as a result of termination of the agreement; and
  - d. You must within a reasonable time, being no longer than 30 days or as otherwise agreed by Us in writing, give Us instructions regarding the transfer of Your Portfolio. If You do not provide Us with actionable transfer instructions within a reasonable time, and/or Your Portfolio contains untransferable International Securities, We will sell Your Portfolio on Your behalf, dispose of any untransferable International Securities and credit the relevant proceeds to Your nominated settlement account.
83. You agree that We may close Your Account without prior notice to You in the following events:
- a. Your Account does not hold any International Securities and You have not traded on the Account for 12 months or more; or
  - b. You transfer all Your International Securities to another broker.
84. You acknowledge and agree that if We terminate the agreement under these Terms and Conditions, We may:
- a. Cancel any outstanding orders;
  - b. Sell any International Securities and automatically process Currency Conversions on Your behalf to return any foreign Currency balances in Your Portfolio to Australian dollars (unless We have reasonable grounds not to give You notice, We will give You reasonable prior notice);
  - c. Settle any unsettled transactions; and
  - d. Transfer any resulting Australian dollar funds balance to Your nominated settlement account.
85. If We sell any International Securities or foreign Currencies in Your Portfolio, You will receive proceeds of the disposal, less any applicable and outstanding fees owed to Us or Our Agents.
86. Our rights and obligations under these Terms and Conditions:
- a. Are in addition to other rights provided by Applicable Laws independently of these Terms and Conditions; and
  - b. Can be assigned or otherwise dealt with at any time and in any way We consider appropriate.
87. If We notify You that We have assigned Our rights under these Terms and Conditions to an assignee, You can exercise the same rights against the assignee as against Us.
88. You may not assign Your Rights under these Terms and Conditions without Our prior written consent.
- Force Majeure**
89. We have and will maintain a business continuity plan which in Our opinion is adequate in order to enable Us to provide You with the services described in these Terms and Conditions in any contingency for which We can reasonably plan.
90. You acknowledge that if a Force Majeure Event affects one or more Exchanges, We may suspend Transactions in relation to International Securities that trade on those applicable Exchanges without providing notice to You. Furthermore, You agree that We may withdraw from those particular Exchanges at Our sole discretion.
91. If a Force Majeure Event occurs, We may suspend Your Account and provide You with notice as soon as is reasonably practicable.
- Notice**
92. Any notice, request, demand or other communication may be sent to Your postal or electronic address last notified to Us and the notice, request, demand or other

communication shall be taken to have been received by You:

- a. When sent by email, one hour after We sent it;
  - b. When sent by mail, six (6) Business Days after We sent it; or
  - c. When delivered, on the day of delivery.
93. Any notice, request demand or other communications that You send to Us is taken to have been received by Us when We receive it.

**Set-Off and Liquidation**

94. You hereby authorize Us to:
- a. Combine or consolidate any or all of Your Accounts maintained with Us.
  - b. Set-off against, or transfer any credit balance in any Currency held in Your Portfolio, in or towards satisfaction of Your indebtedness to Us.
  - c. Sell or liquidate any of Your International Securities in Your Accounts, without giving prior notice to You, at the price and in the manner We determine in Our absolute discretion for the purpose of discharging Your indebtedness to Us. Further to this, We maintain the right to determine which International Securities are to be sold. Upon full payment and discharge of Your indebtedness, We will, at Your request and expense, release to You all rights, title and interest in the funds, International Securities or any other assets held by Us.

**Default**

95. You agree that if You fail to pay any amount due and payable under these Terms and Conditions, We or Our Agents may apply any funds held by Us, Our Agents or You and may sell any International Securities and Currencies under Our control or the control of Our Agents or any other Financial Products of Yours under Our control, and apply the proceeds in satisfaction of the

funds owing by You and in payment of any reasonable additional costs incurred by Us as a result of Your default. You will be liable to Us for any shortfall, or entitled to any surplus proceeds, and You agree to bear the foreign exchange risk associated with any such application of funds.

96. You acknowledge and agree that You must pay any subscription amount or other amount You have agreed to pay in respect of Your Account . If You fail to make such a payment, We may make the payment on Your behalf and You must on demand indemnify Us against such payment and acknowledge that We may deduct such amounts from:
- a. Funds held in Your Portfolio in any Currency.
  - b. Your nominated settlement account.
  - c. An equivalent sum obtained from selling International Securities in Your Portfolio.
  - d. Any of Your accounts held with Us or any deposit or transaction account held with the Group (but not any term deposit), or any margin lending facility held with Us or the Group.

**Records**

97. You acknowledge and agree that We keep records, in accordance with Applicable Laws, of the International Securities held by Us in a way that allows Us to easily identify the Financial Products held by and applicable to You. These records will also include information about the Transactions undertaken and how, by whom and when they were authorised. Upon request, We will make these records available to You.
98. You acknowledge and agree that:

- a. We will provide such other information as may be reasonably requested by You in relation to which International Securities We hold for You as master-custodian, as well as the manner in which they are held by Us.

- b. Reports made available by Us may not be sufficient for You to discharge any obligation You may have under Applicable Laws, and You should seek independent verification of the sufficiency of the reports for any purpose.

### **Regulatory Reporting**

99. Apart from disclosure to the ASIC or any regulatory authority (including any self-governing regulatory body) in respect of any Exchange, or where otherwise permitted by Applicable Laws or where You have agreed to the disclosure in these Terms and Conditions, We will keep Your confidential information in confidence.
100. You acknowledge and agree that We may be obliged, under Applicable Laws, to make public certain information regarding Our dealings with You.
101. You agree to provide Us with any and all information that We may reasonably request for the purpose of complying with Our obligations under Applicable Laws.

### **Governing Law**

102. You acknowledge that these Terms and Conditions are governed by the laws of New South Wales and You and We submit to the non-exclusive jurisdiction of the courts of New South Wales.
103. If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these terms and conditions will continue to apply as if the void or unenforceable part had never existed.

### **GST**

104. You acknowledge and agree that where applicable, unless expressly stated otherwise, all fees, charges and other consideration to be provided under these Terms and Conditions are expressed on a GST-inclusive basis. Where a fee is expressly stated to be exclusive of GST, You agree to pay Us the GST amount.
105. You agree to indemnify Us and keep Us indemnified against any applicable penalties and interest in relation to GST that is paid or payable by Us in providing taxable services to You, except to the extent that the penalties or interest arise from or are caused by Our fault.

# FUNDS TRANSFER REQUEST SERVICE AGREEMENT

## Funds Transfer Arrangements

1. You may transfer funds to or from Your Portfolio via an online funds transfer request made by logging into Your Account at **commsec.com.au**.
2. Funds transfers to or from Your Portfolio must be made in Australian dollars. All funds must be cleared funds in Your Portfolio or nominated settlement account before they can be transferred.
3. Where a transfer request to Your Portfolio occurs on a non-Business Day or outside of business hours in Australia and subject to the sentence that follows, a debit to Your nominated settlement account will still occur at the time of placing the request. However, We reserve the right to draw the amount on the following Business Day.
4. We reserve the right to debit Your nominated settlement account to satisfy a negative balance in Your Portfolio or any other transaction, margin lending or deposit account that You hold with the Group (other than a term deposit).
5. We will only accept funds transfers to or from Your Account from You and not from any third party.
6. We may charge a funds transfer rejection fee in accordance with Our Financial Services Guide, if any debit from Your nominated settlement account is returned as unpaid or rejected. We will treat the returned/rejected payments as never having been made.
7. Any rejected credit of Your nominated settlement account may result in the payment being held in Our trust account until the funds can be remitted to You. We will retain any interest earned on funds held in Our trust account.
8. Transfers from Your Portfolio to Your nominated settlement account will be subject to the Available to Withdraw balance reflected in Your Portfolio .
9. In the event of a debit returned unpaid, We may attempt a redraw on Your nominated settlement account or any other transaction, margin lending or deposit account that You hold with the Group (other than a term deposit).
10. We may change any term of, or add any new term to, the Funds Transfer Request Service Agreement. We will notify You fourteen (14) days in advance of any changes or additions to the Funds Transfer Request Service Agreement unless the change or addition is unfavourable to You in which case will provide You with thirty (30) days prior notice.
11. Terms of this Funds Transfer Request Service Agreement continue to apply where You advise Us of a new nominated settlement account via Our electronic Change of Settlement Account service.
12. If You are uncertain as to when the debit/ credit will be processed to Your nominated settlement account, You should enquire with CommSec's International Desk on **1300 361 170** (24 hours US trading days) or **+61 2 9115 1531** (from outside Australia), or enquire directly with the Commonwealth Bank.

## Your Rights

13. You may terminate the Funds Transfer Request Service Agreement for Your Account with Us, however, this termination must be in writing.
14. Where You consider the debit/credit is incorrect in either the due date or amount or both, You should raise the matter with CommSec's International Desk on **1300 361 170** (24 hours US trading days) or **+61 2 9115 1531** (from outside Australia).

15. Please contact CommSec's International Desk on **1300 361 170** (24 hours US trading days) or **+61 2 9115 1531** (from outside Australia), for all matters relating to the Funds Transfer Request Service Agreement, including questions regarding amounts or dates of debits/credits or altering or stopping the arrangement. You can also contact the Commonwealth Bank to dispute a debit to Your nominated settlement account. We have a complaint resolution process available if You have a complaint which We do not resolve. Further information on that process is set out in Our Financial Services Guide, which is available online at **commsec.com.au** or by calling CommSec's International Desk.

### **Your Responsibilities**

16. It is Your responsibility:
- a. To complete Your nominated settlement account details, including Bank State Branch (BSB) number, directly referencing a recent account statement from the Commonwealth Bank and to contact the Commonwealth Bank if You are uncertain of the nominated settlement account details, prior to providing them to CommSec;
  - b. To ensure sufficient cleared funds are available in the nominated settlement account to meet the debit on the relevant date of Your transactions;
  - c. To check debit and credit transactions against recent account statements from the Commonwealth Bank;
  - d. To advise Us if the settlement account You have nominated to debit/credit is transferred, closed, stopped or otherwise inoperable; and
  - e. To ensure that suitable arrangements are made if the Funds Transfer Request Service Agreement is cancelled by You or for any other reason.

# APPENDIX A: RISK DISCLOSURE STATEMENT

The risks involved with investment in International Securities differ significantly from investment in securities quoted on the Australian Exchanges. This Risk Disclosure Statement does not disclose all of the risks associated with investment in International Securities. It should not be relied upon as a complete explanation of the risks involved. If You need further explanation regarding investment in international markets, You should seek appropriate professional advice.

## Foreign Currency Risk

Your International Securities will be denominated in a currency other than Australian dollars. You should therefore understand the risks associated with foreign currency exchange when purchasing International Securities. Adverse foreign exchange rate movements may affect more than offset security price gains. The following illustrates how the A\$ value of Your investment may change with foreign exchange rate fluctuations.

- You buy 100 shares at US\$50 per share for a total value of US\$5,000.
- You purchase US\$5,000 at A\$/US\$0.6000 and Your initial investment cost is A\$8,333.33.
- If the A\$/US\$ strengthens to 0.7000, the value of Your investment falls to A\$7,142.86 assuming no change in the price of the shares.
- If the A\$/US\$ weakens to 0.5000, the value of Your investment rises to A\$10,000 assuming no change in the price of the shares.

You can see from this example that as the A\$ strengthens against US\$, the A\$ value of Your US shares will fall. Of course, the reverse applies – as the A\$ weakens against US\$, the A\$ value of Your US shares will rise.

## International Custodian

Your International Securities and funds in Your CommSec International account, irrespective of the currency, (together Assets) will be held in the custody of an International Custodian, appointed by Us as set out in these Terms and Conditions. Assets in the custody of an International Custodian may be subject to risks arising from change to the political, legal, regulatory or commercial environment of the country of the custodian or international stock exchange.

## Political And Regulatory Risk

Trading conditions and Your ability to buy and sell Assets in an overseas market may be affected by political risk and regulatory risk in the country in which the overseas market operates. Political risk is sudden changes in laws and regulations imposed by the government, sometimes on short notice, and sometimes on a temporary basis. Regulatory risk is the risk that standards of conduct and disclosure in the overseas market may differ from standards of disclosure and conduct that apply to securities quoted on the Australian Exchanges. For example, risks may be higher where companies are able to list on an overseas market with less initial and ongoing regulatory requirements than on the Australian Exchanges. As a result, securities traded on such an overseas market may be susceptible to high volatility and there are no assurances that there will be a liquid market for Your Assets.

Australia, as a member state of the United Nations, is obliged to implement United Nations Security Council sanctions. Australia also may be required to implement other international sanctions and sometimes imposes unilateral sanctions. Sanctions can cover various subject matters including financial restrictions. Consequently, CommSec may be prohibited from dealing with certain persons or entities. This means that if CommSec is aware that You are a proscribed person or entity, then CommSec may be required to suspend, cancel or refuse You services or close or terminate any account, facility, transaction, arrangement or agreement with You. We may also be required to freeze Your assets. You could incur significant costs as a result of these actions.

## Taxation

CommSec does not provide taxation advice. We recommend You obtain professional taxation advice to evaluate whether an investment in International Securities is appropriate to Your particular financial circumstances.

## IN SUMMARY

**You should be aware of the following additional acknowledgements You are making by acknowledging this risk statement.**

### I/We acknowledge:

- a. that investing in International Securities carries risks, including but not limited to:
  - i. Gains from security price movements can be more than offset by adverse foreign exchange movements;
  - ii. Intra-day price movements of international securities and currency exchange rates can be relatively volatile;
  - iii. Strong past performances are not necessarily indicative of future performance;
  - iv. Taxation implications can be different from investing in Australian securities and may vary depending on my individual circumstances;
- b. that I/We accept without limitations all risk associated with investing in International Securities and the holding of my Assets by International Custodians; and
- c. that CommSec and CommSec Custodial Nominees Pty Limited do not directly hold my Assets.
- d. I/We acknowledge that CommSec does not give personalised advice, make personal securities recommendations or provide any foreign exchange or taxation advice, and that it is my/our own responsibility to assess and evaluate proposed transactions in International Securities in the light of my/our financial situation, investment objectives and particular needs.

**1300 361 170**

[commsec.com.au](http://commsec.com.au)



**CommSec**