

# Client Agreement

Company Name : Doo Financial Australia Limited

Registered Address : 'Tower 1' Suite 1302 Level 13, 475 Victoria Avenue,  
Chatswood NSW 2067, Australia.

ABN Number : 50 100 139 820

AFSL Licence Number : 222650

## **1. Introduction**

- 1.1 This Client Agreement ("Agreement") is entered between you, the client and us, Doo Financial Australia Ltd (ABN 50 100 139 820, AFSL 222650). We refer ourselves as 'DFAL', 'we', 'our', 'us' and 'ourselves' as appropriate, and the client is referred to as 'you', 'your', 'yours', 'yourself' and 'Client' as appropriate. This Agreement shall govern the terms and conditions on the provision of products and services provided by DFAL to you.
- 1.2 This Agreement shall commence immediately upon creation of your trading account with DFAL, and shall last indefinitely until termination of your account by you or DFAL pursuant to Clause 28 of this Agreement.
- 1.3 We provide trading services to you in relation to transactions in the Financial Products ("Services"). You appoint DFAL as your agent for the purposes of providing such services to you in accordance with this Agreement. You acknowledge and agree that DFAL may:
- (a) act as agent, in relation to the execution or arrange execution of orders and transactions on your behalf;
  - (b) act as custodian, in relation to any money and Financial Products held by DFAL for you.
- 1.4 In respect of any obligations you owe in relation to a transaction entered into by DFAL or any third party on your behalf or in your name, you appoint DFAL and each of our representatives, officers and employees as your attorney with full power of substitution in order to execute or procure any document, security holder information or settlement monies and deliver any such documents, security holder information and settlement monies as required to the entity responsible for settlement. DFAL may delegate certain obligations under this Agreement to our affiliates and third parties.
- 1.5 We will take responsible steps to provide you with a clear explanation of all fees and charges you will need to pay before you begin to provide instructions of buying or selling Financial Products to us.
- 1.6 Our trading services may not be suitable for everyone. There is a potential possibility of loss in investing in the Financial Products. The historical data of any Financial Products cannot guarantee its future performance or return. Your gain or loss cannot be assured especially during a market downturn. Securities transactions in a foreign market are speculative and have high risks. In addition, there are special trading risks existing out of normal transaction times, including low-flow risk, high-volatility risk, price-changing risk, market failing to be connected, and the news announcement and larger spread that have an effect on the price. You should get full knowledge and understanding of the relevant risks of Financial Products transactions, and have capability of taking such risks. Before opening an account, you should make an objective judgment and discretionary decision on the investment object and investment amount to be traded from the standpoint of a rational man based on your economic strength, source of fund and risk tolerance.

- 1.7 The directors, employees and agents of DFAL and our related parties do not fully ensure the authenticity, sufficiency, timeliness, reliability, completeness and effectiveness of the information relating to Financial Products in any explicit or implied way. All the information, data and materials provided by DFAL are only for reference. You should recognise and accept the fact that the transaction made through DFAL's platform cannot be free from risks. The risks arising from trading should be borne by you. DFAL will not be held responsible for your investment risk and loss.

## 2 Definitions and Interpretations

- 2.1 Throughout this Agreement, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

- (a) "Agreement" means this Securities Trading Agreement;
- (b) "Applicable Statutes And Regulations" means:
  - (i) statutes, rules or orders of the relevant regulatory authority in New South Wales, Australia;
  - (ii) statutes, rules or orders of the relevant regulatory authority in the Client's jurisdiction;
  - (iii) the rules of the relevant financial exchange market; and
  - (iv) all other applicable laws to this Agreement (and each as amended from time to time as applicable to this Agreement).
- (bb) "Base Currency" means the currency in which your trading account is initially deposited and the primary currency used to establish and denominate the value of a trading account.
- (c) "Business Day" means a day on which commercial banks are open for general business in the New South Wales, Australia (excluding Saturdays, Sundays and public holidays);
- (d) "Corporate Event" means a company invested by the Client is undergoing insolvency, being suspended from trading or undertaking any major corporate restructuring, including but not limited to share buyback, corporate takeover, merger & acquisitions;
- (e) "DFAL" means Doo Financial Australia Limited (ABN 50 100 139 820, AFSL 222650), a company incorporated in New South Wales, Australia, with the registered address at 'Tower 1' Suite 1302 Level 13, 475 Victoria Avenue, Chatswood NSW 2067, Australia;
- (f) "Financial Products" means the exchange traded products, securities, futures, managed investment schemes, mutual funds and other Financial Products provided by DFAL, as applicable in the Schedules set forth in this Agreement;
- (g) "Force Majeure Event" means any of the events set forth in Clause 26;

- (h) “Intellectual Property Rights” means any or all of the following:
- (i) the copyright in and to computer programs (object and source code) and copyright in and to the images displayed on screen and the sounds produced including all possible combinations and sequences thereof and the underlying script for the same;
  - (ii) the trademark for the artwork including but not limited to pictorial, graphic, visual, audio, audio-visual, digital, literary, animated, sculptural or any type of creations, applications, animation, drawings, designs, sketches, visual effects shot logs and character profiles;
  - (iii) all trade secrets and know-how;
  - (iv) software and web portals; and
  - (v) patents and patents applications;
- whether or not now existing and whether or not registered or registrable and includes any rights to apply for the registration of such rights and includes all renewals and extensions;
- (i) “Manifest Error” means an error or misquote by DFAL, any market, exchange, banking institution, information source, or any third party reasonably relied by DFAL.
- “Orders” means trades, orders or transactions of the Financial Products, as may be applicable;
- (j) “Party” means the Client or DFAL (collectively, “Parties”);
- (k) “Specified Default Event” means any of the events set forth in Clause 17;
- (l) “Trading Platform” means DFAL’s electronic trading platform facility.

2.2 Unless otherwise expressly provided, any reference in this Agreement to:

- (a) a clause or a Schedule is a reference to the relevant clause of, or schedule to, this Agreement; and
- (b) any reference to a section is a reference to the relevant section of the relevant Schedule.

The Schedules shall form part of this Agreement.

2.3 The headings to the clauses, sections and Schedule in this Agreement are for the purposes of reference only, and shall be ignored when construing the meaning of any provision of this Agreement.

### **3. The DFAL's Services Provided by DFAL And Dealing Between You And Us**

#### **3.1 This Agreement explains:**

- (a) how we receive and handle orders and instructions of buying or selling Financial Products received from you; and
- (b) how we hold money and Financial Products on your behalf.

#### **3.2 This Agreement governs each instruction of buying or selling Financial Products received from you issued or outstanding, each transaction entered into by DFAL on your behalf on or after this Agreement comes into effect, and all money and Financial Products held by us on your behalf on or after this Agreement comes into effect.**

#### **3.3 Dealing with you will be carried out by DFAL on a no advice basis and you agree that, unless otherwise stated in this Agreement, we are under no obligation:**

- (a) to advise on the suitability of any Financial Products or transaction for you;
- (b) to monitor or advise you on the status of any Financial Products;
- (c) to monitor or advise you on the status of any Financial Products held by us on your behalf; or
- (d) subject to terms and conditions of this Agreement, to cancel any Financial Products to deal or sell any Financial Products you have bought and that we hold on your behalf, except where the applicable regulations require.

### **4. Acknowledgement**

#### **4.1 You acknowledge and agree that DFAL's Financial Products do not include the provision of any investment advice or recommendation. Any possible discussions carried on between you and DFAL's employees or any information provided by DFAL shall not constitute any binding relationship among them, nor do they constitute DFAL's recommendations to you.**

#### **4.2 Representatives of DFAL and affiliated companies (that is any entity directly or indirectly controlling or controlled by, or under direct or indirect common control with DFAL, collectively referred to as "Affiliates") are not authorised to and will not provide you with any investment, tax, financial, legal, regulatory, trading or any other form of advice. Nothing in the communications and material (including website, emails, price information etc.) provided by DFAL, or by DFAL's constitutes a recommendation or solicitation to buy or sell Financial Products. You may wish to seek independent professional advice in relation to any transaction you propose to enter into under this Agreement. You retain sole and full responsibility for making all trading decisions.**

#### **4.3 You understand and acknowledge that:**

- (a) all information published on DFAL's or any of DFAL's holding company's website is addressed to the general public solely for information purposes; and

- (b) mere explanation of the terms of any Financial Products or its performance characteristics does not amount to advice on the merits of the investment.

4.4 You affirm, acknowledge and accept that DFAL shall not in any circumstances:

- (a) oblige to provide any investment advice;
- (b) bear any responsibility for any transaction or investment decisions carried out by you;
- (c) in response to your request for further market information, DFAL's disclosure of such factual market information to you will not constitute as general or personal advice;
- (d) DFAL, DFAL's third-party suppliers and their affiliates shall not have any liability for the accuracy or completeness of the information or software furnished through DFAL's service, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;
- (e) services from DFAL and its third party suppliers shall not be construed as an investment advice and a reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions;
- (f) DFAL, DFAL's third-party suppliers and their affiliates have exclusive proprietary rights in the services provided by the respective parties and any information and software received in connection therewith;
- (g) you shall not use or permit anyone to use services from DFAL and its third party suppliers for any unlawful or unauthorized purpose;
- (h) services from DFAL and its third party suppliers are being provided for your internal use only and you are not authorized or permitted to distribute or otherwise furnish such information or software to any third-party without prior written approval of DFAL;
- (i) access to the services from DFAL is subject to termination in the event that any agreement between DFAL and its third-party suppliers terminates for any reason;
- (j) DFAL's third-party suppliers may enforce its rights against you as the third-party beneficiary of this Agreement, even though DFAL's third-party suppliers are not a party to this Agreement.

4.5 You understand and accept that you are solely responsible for any investment strategy, transactions, or investments that you enter into.

4.6 We may provide information:

- (a) in relation to any financial product, instruction to deal or transaction about which you have enquired, particularly regarding procedures and risks attaching to that financial product, instruction to deal or transaction; and
- (b) by way of factual information, however, we are under no obligation to disclose such information to you and the information will not constitute financial product advice, whether general or personal advice. If a representative employed by us makes a statement of opinion regarding any financial product, instruction to deal or transaction, you agree that it is not reasonable for you to, nor will you be entitled to, rely on such statement, and that it will not constitute financial product advice, whether general or personal advice.

4.7 If any information given to you pursuant to this Agreement is deemed to be financial product advice, you acknowledge and agree that:

- (a) the information constitutes general financial product advice only; and
- (b) we do not and did not take into account your personal objectives, financial situation or needs when preparing the information.

4.8 DFAL reserves the right and may at its discretion:

- (a) suspend or terminate your trading account;
- (b) freeze your funds in the trading account;
- (c) suspend or terminate any of your Orders;
- (d) suspend or terminate any of DFAL's services;

with or without prior notifying you. You agree and acknowledge that DFAL shall not be responsible or liable to you or any third party in connection to you for any modification, suspension or discontinuance of any of DFAL's services.

4.9 You acknowledge that DFAL may act in accordance with Clause 4.8 in the event:

- (a) DFAL reasonably believes that proceeding with the transaction will infringe any Applicable Statutes And Regulations;
- (b) you are in breach or DFAL reasonably believes that you will be in breach of the material terms and conditions of this Agreement;
- (c) you have made any material misrepresentation to DFAL, including but not limited to providing fake, forged or altered documentation;
- (d) you failed to provide the information requested in relation to any verification process undertaken by DFAL;

- (e) you acted contrary in good faith or engaged in illegal and/or immoral activity, including but not limited to money laundering, hedging in bad faith, fraud, or any other forms of deceitful or fraudulent activity;
- (f) there is a security breach;
- (g) DFAL has reasonable grounds to believe that you are using an electronic device, software, algorithm or any other strategy to exploit, manipulate or take unfair advantage of DFAL's trading system;
- (h) DFAL has reasonable grounds to believe that you will not be able to pay DFAL anything owed by you to DFAL;
- (i) insolvency, bankruptcy or debt restructuring event occurs in relation to you;
- (j) a Force Majeure Event occurs; or
- (k) a Specified Default Event occurs.

## **5. Compliance With Applicable Statutes And Regulations**

5.1 You acknowledge that all Orders under this Agreement shall subject to the Applicable Statutes And Regulations wherein:

- (a) if there is any conflict between this Agreement and any Applicable Statutes And Regulations, the latter shall prevail;
- (b) DFAL reserves the right to take any necessary and reasonable action in relation to any Orders and trading account in ensuring compliance with any of the Applicable Statutes And Regulations; and
- (c) all actions taken by DFAL in compliance with the Applicable Statutes And Regulations shall be irrevocably binding on you.

5.2 DFAL reserves its rights to report your activity to the relevant regulatory authority and shall not be liable for any direct or indirect loss or damages in the event there is:

- (a) fraudulent misrepresentation by you;
- (b) any form of unjust enrichment by you;
- (c) any illegal business activities undertaken to you; or
- (d) any other business activities which are not in compliance or potentially not in compliance with the Applicable Statutes And Regulations;

which thereafter DFAL reserves its rights in terminating this Agreement in accordance with Clause 28.



## 6. Opening an Account

6.1 You authorise DFAL to open and keep one or multiple accounts in respect of the services we provide to you.

6.2 Client qualifications:

(a) You should be a qualified investor who meet the requirements provided by the laws and regulations relating to transaction hereof:

- i. Natural person: You are an individual of sound mind, have attained the age of majority and possessed the necessary legal competence to enter into a contract.
- ii. Corporate organisation: You warrant that the company's authorised representative has the legal and effective authorisation granted by the relevant representative of the company. The authorised representative operating the company's trading account has the legal and effective authorisation granted by the legal person and is equipped with sufficient knowledge and experiences to understand the nature and risks of the product to be traded.
- iii. Trust

1. "You" refers to the trustee. In accordance with the trust documents and Applicable Statutes And Regulations, the trustee is entitled to sign this Agreement, to open the type of account applied, to make transactions and issue instructions. The authorisation of trust acquired by the trustee includes but is not limited to buying, selling (including short selling), trading, conversion, repaying, redeeming and withdrawing assets (including delivery of Financial Products to/from the account).

2. In case of one trustee executing this Agreement, the trustee warrants that he/she has the right to perform this Agreement without the consent of other trustees or that they are authorised to execute this Agreement. If several trustees jointly execute this Agreement, DFAL may decide to require the written consents of any or all the trustees before following the instructions of any trustee at our discretion.

3. The trustee confirms that DFAL may follow any trustee's instructions to deliver the Financial Products or any other assets to any trustee, including delivery of the assets to the trustee itself. The trustee ensures all the transactions' made in its account abiding by the trust documents and Applicable Statutes And Regulations. All trustees jointly undertake that DFAL will be exempted from any claim, loss, expenses or liabilities arising from any transaction made and acts taken by DFAL according to the trustees' instructions.

(b) During the periods of registration of, opening an account on and use of our services, you warrant that all information (including but not limited to email address, telephone, address, postal code, ID information and credit information) are true, accurate, complete and up-to-date. Where your abovementioned information is changed, you should timely notify DFAL thereof in writing. You authorise DFAL to carry out any investigation to verify the above-said information.

- (c) If these conditions are not met, you undertake to indemnify DFAL for all losses and damages incurred by DFAL as a result of your breach on the conditions above.

6.3 You further represent and warrant that:

- (a) no winding-up petition has been presented, no order of court has been made, no bankruptcy action has been initiated against you, no resolution has been passed for the winding-up of you or for the appointment of liquidator or a provisional liquidator;
- (b) you are not a politically exposed person, close associate of politically exposed person, non-government organisation, or embassy;
- (c) you have no businesses in defence, military, atomic power, adult entertainment, marijuana, gambling;
- (d) the information provided to us in your application form and at any time thereafter is true and accurate;
- (e) you are duly authorised to execute and deliver this Agreement, to enter into each trade, order and transaction and to perform your obligation hereunder and have taken all necessary action to authorise such execution, delivery and performance;
- (f) you will enter into this Agreement and each trade, order and transaction as principal unless you have informed DFAL otherwise in writing or you are acting in accordance with a power of attorney;
- (g) any persons representing you in executing Orders or authorised to execute Orders will have been duly authorised;
- (h) execution of this Agreement and each trade, order and transaction will not violate any Applicable Statutes And Regulations, law, statutes or regulations applicable to you;
- (i) you are not entering this Agreement under duress or otherwise persuaded or forced to enter this Agreement;
- (j) this Agreement, each trade, order and transaction and obligations created herein are legally binding and enforceable against you;
- (k) you undertake to notify DFAL as soon as reasonably practicable any changes of his personal details or other information relevant to this Agreement;
- (l) you have not breached any terms and conditions of this Agreement as of the date of this Agreement;
- (m) you have read and understood and will undertake to comply with this Agreement at all times;

- (n) upon request, you shall provide DFAL with any information or evidence required to comply with this Agreement;
- (o) you will use the DFAL's services, Trading Platform, services by DFAL's payment service providers and other service providers in good faith and for own trading purposes, and shall not use it for purposes other than this Agreement;
- (p) you will use the DFAL's services, data and information on the Trading Platform in compliance with Applicable Statutes And Regulations and for the purposes of this Agreement;
- (q) all the funds which will be used or deposited to DFAL, DFAL's related companies, affiliates, payment services providers, payment gateway providers and their respective banking services providers shall not be subject to any charges, liens or other encumbrances or originate in any way from illegal activities, including but not limited to drug trafficking, abduction, money laundering, and any other criminal activity;
- (r) at all times you will comply with all Applicable Statutes And Regulations;
- (s) you are willing and financially able to sustain a total loss of all your funds paid to us as a result of performing the Orders;
- (t) you have installed and implemented appropriate means of anti-virus protection and undertakes to indemnify DFAL for any resulting loss or damages for breach of this clause;
- (u) you will bear all applicable personal taxes and indemnify DFAL from any loss or damages as a result of breaching this clause;
- (w) DFAL may use the name, logo, trademark, or brand of yours for marketing and promotion purposes;
- (x) you shall inform DFAL any breaches or potential breaches of this Agreement by you whereby this Agreement may be voidable at DFAL's discretion in the absence of such notifications.

6.4 You represent and warrant to DFAL not to:

- (a) use the Trading Platform, services by DFAL's payment service providers and other service providers for any unlawful purposes;
- (b) negligently or maliciously interfere, disrupt, overload or delay the operation of the Trading Platform, DFAL's payment service providers and other service providers;
- (c) use any software, programs, algorithms or applications other than those provided by us, either directly or indirectly to:
  - (i) manipulate or take unfair advantage of the Trading Platform, services by DFAL's payment service providers and other service providers; or
  - (ii) apply any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take

unfair advantage of the way in which we construct, provide or convey our bid or offer prices.

- (d) adopt any trading strategies aimed at exploiting errors in prices and/or trading at off- market prices, or take advantage of internet delays;
- (e) perform any malicious carry trade, carry trade in bad faith or other similar trading strategies to take advantage of differences in interest rates of foreign currencies;
- (f) perform any Orders, either by yourself or acting in concert with others:
  - (i) which will have a declarable interest in the relevant company set by the applicable security exchange regulations;
  - (ii) in relation to:
    - (aa) a placing, issue, distribution or other analogous event; (bb) an offer, take-over, merger or other analogous event; or (cc) any other corporate finance style activity;which you are involved or otherwise interested;
- (g) breach any of the Applicable Statutes And Regulations;
- (h) breach any material terms of this Agreement;
- (i) decompile, decode or disassemble any of our algorithm, software or application;
- (j) open or close an Order or position that contravenes any primary or secondary legislation or other law against insider dealings, market manipulation, market abuse, related party transaction or other market distortion behaviour which is in breach of Applicable Statutes And Regulations.

6.5 In the event you breach any representation or warranty under this clause , you acknowledge that DFAL reserves the right and may at its discretion:

- (a) suspend or terminate your trading account;
- (b) freeze your funds in the trading account;
- (c) suspend, invalidate, nullify or terminate any Orders;
- (d) within the trading account, deduct, apply, set off any profits, rebates, commissions and any sort of benefit gained from the trading activities and Orders which were in breach of the terms and conditions of this Agreement (in the case of introducing brokers, all profits, rebates, commissions and any sort of benefit gained from your trading activities and Orders);
- (e) process the withdrawal of part of or all of your funds to your authorised bank account(s); and/or
- (f) terminate this Agreement.

## 7. Joint trading account

- 7.1 Each joint account holder agrees that each joint holder has authority, without notice to and approval of the other joint holder, to conduct the following (subject to DFAL's consent) and DFAL shall not be liable for any losses or damages arise in executing the joint account holder's request:
- (a) buy/sell Financial Products;
  - (b) receive account confirmations and correspondence;
  - (c) receive and dispose of money, Financial Products or other assets;
  - (e) enter, terminate, or agree to modify this Agreement;
  - (f) waive any part of this Agreement; and
  - (g) deal with DFAL as if each joint holder was the sole holder.
- 7.2 Each joint account holder agrees that notice to any joint holder constitutes notice to all joint holders. Each joint account holder is jointly and severally liable to DFAL for all account matters. DFAL may follow instructions of any joint holder and make delivery of any account property to any joint account holder individually.
- 7.3 Upon death of any joint holder, the surviving holder shall give DFAL notice. DFAL may, before or after notice, initiate proceedings, require documents, retain assets and/or restrict transactions as we deem advisable to protect ourselves against any liability or loss. The estate of any deceased joint account holder shall be liable and each survivor will be liable, jointly and severally, to DFAL for any debt or loss in the account or upon liquidation of the account. Unless any joint account holder indicates otherwise, DFAL may presume that account holders are joint tenants with a right of survivorship. Should a joint holder pass away, the account shall be vested in the surviving holders, without releasing the deceased joint holder's estate from liability.

## 8. Order and Confirmation

- 8.1 You acknowledge that DFAL has no obligation to verify the Orders made under your username and password. Unless DFAL is notified and consents, you will not allow anyone to access or place Orders on your account. You are responsible for the confidentiality and use of your username and password and you agree to report any theft or loss of such username and password, or any unauthorised access to your account to DFAL's customer service department at +612 9145 9560. You remain responsible for all transactions entered using your username and password. You acknowledge and agree that any communication transmitted by you or on your behalf is made at your risk and you authorise DFAL to rely and act on, and treat as fully authorised and binding on you, any communication that we reasonably believe to have been transmitted by you or on your behalf by any agent who we reasonably believe to have been duly authorised by you.
- 8.2 You shall be responsible in securing the trading account ID and password, and shall immediately notify DFAL in the event there is:
- (a) any loss, theft or unauthorised use of the trading account ID and password;

- (b) any inaccurate information in the trading account or Orders; and
  - (c) any receipts of confirmation of an Order which you have not placed.
- 8.3 An order or instruction of buying or selling Financial Products must be made by you:
  - (a) via Trading Platform; or
  - (b) in other manner as we may specify from time to time.
- 8.4 If your usual mode of communicating with us is unavailable for any reason, you should attempt the use one of the other modes of acceptable communication specified above. Written instructions of buying or selling Financial Products, including instructions sent by email, may be accepted or be effective for the purposes of this Agreement. DFAL will generally not accept an order or instruction received other than in accordance with clause 5, but if DFAL choose to do so we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in us acting on such offer, or failing to act upon such offer.
- 8.5 You agree that DFAL may record any communications, electronic, by telephone, in person or otherwise, that DFAL has with you in relation to this Agreement and that any recordings that we keep will be our sole property and you accept that they will constitute evidence of the communications between you and us.
- 8.6 Client's Orders and transmission of Orders: DFAL has the discretion to select brokers through which to route any Client order. To the extent that DFAL or any of its affiliates provide execution services for Client, DFAL is responsible for best execution of orders in accordance with Applicable Statutes And Regulations. For some sufficiently liquid products traded at multiple markets, DFAL or its Affiliates may order-by-order routing whereby the order is passed to a third party broker that will attempt to seek the best available terms for a Client's order using a proprietary, computerised routing algorithm ("Smart Routing"). DFAL cannot guarantee execution of every order at the best posted price because of the following reasons (including but not limited to):
  - (a) DFAL may not have access to every market/dealer;
  - (b) other Orders may be placed earlier or may trade ahead;
  - (c) market centres, exchanges, third party brokers and/or market makers may not honour posted prices or may re-route Orders for manual handling;
  - (d) market rules, decisions or system failures may prevent/delay execution of your Orders or cause Orders not to receive the best price;
  - (e) products at certain volume and pricing may be limited; or
  - (f) Orders may not be completed for reasons beyond the control of DFAL. DFAL may defer execution of any trade, order and transaction if DFAL believe it is not reasonably practicable to act upon it within a reasonable time, and DFAL

shall not be liable for any loss arising from such deferral. DFAL shall only accept order instructions transmitted via the Trading Platform.

- 8.7 Cancellation/Modification of Orders: You acknowledge that it may not be possible to cancel/modify an order and that you are responsible for executions notwithstanding a cancel/modify request. DFAL shall not be liable to you if DFAL is unable to cancel or modify an order. Client further acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate Orders, and Client shall be responsible for all such executions.
- 8.8 Execution of Orders: If DFAL decides to exercise its discretion to execute your order, DFAL will execute your order as an agent, and may engage the agent of another broker or subsidiary to execute your order instead, in which case the engaged broker or subsidiary enjoys the same rights as DFAL. DFAL may decide to reject any of your order(s) or to terminate your use of DFAL's service at any time at our discretion, but will endeavour to exercise this discretion reasonably. All the transactions should abide by the rules and policies of the related market or clearinghouses and applicable laws and regulations. **DFAL is not liable for any action or decision of any exchange, market, dealer, clearinghouse or regulator.**
- 8.9 Confirmation: You acknowledge that confirmations of executions or cancellations may be delayed or may be erroneous (e.g. due to computer system issues) or may be cancelled/adjusted by an exchange. You are bound by the actual order execution, if consistent with your order. If DFAL confirms execution or cancellation in error, DFAL reserves its discretion to remove the transaction from the account or require you to accept the transaction
- 8.10 You agree to monitor each open order, and to notify DFAL by telephone at the telephone number(s) specified on DFAL's website or by e-mail to the DFAL Customer Service Department at +612 9145 9560 as soon as reasonably possible after you have become aware, or should have become aware, that you have:
- (a) failed to receive an accurate confirmation of an execution or cancellation;
  - (b) received a confirmation that is not consistent with your order;
  - (c) received confirmation of execution or cancellation of an order that you did not place; or
  - (d) received a confirmation, account statement, or other information reflecting inaccurate Orders, trades, account balances, Financial Products or transaction history.
- 8.11 DFAL reserves the right to remove any erroneous trade from your account. You acknowledge and agree that DFAL may adjust your account to correct any error. You undertake to promptly return to DFAL any assets distributed to you to which you were not entitled. In the event any dispute or discrepancy related to Orders and/or order confirmation are brought to DFAL's attention, DFAL reserves the right to take any action it deems reasonable to close and/or suspend the position(s)/trade(s) that are the subject of the dispute.



- 8.12 Prohibition on going short: You may only sell Financial Products held in your account whether settled or unsettled at the time of sale. If you have entered into an order to sell a Financial Product that you do not own at the time of the sale and that is not held in your account whether settled or unsettled at the time of sale, you authorise DFAL to either cancel the order if it has not already been executed, or, if the order has been executed, buy the equivalent Financial Product in the equivalent quantity on your behalf at your expense, without notice to you, and you agree that you shall be liable for any associated fines or charges incurred by us or you.
- 8.13 US Securities: DFAL will request you to sign the relevant US tax form before we accept an order or instruction from you to buy or sell a financial product in relation to securities listed on the US Stock Exchanges. If you have not previously provided us with a valid US tax form and you already hold US securities or shares, we will request you to complete the relevant US tax form. If you do not return the signed and completed US tax form before the date we specify (usually 30 days), we reserve the right to sell your US securities or shares. You have ongoing statutory obligations to inform us if your tax status changes.
- 8.14 Situations not covered by this Agreement: In the event that a situation arises that is not covered under this Agreement, DFAL will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with common market practice. DFAL reserves the right to take such actions as necessary.
- 8.15 Regulatory Reporting: DFAL may be obliged under Applicable Statutes And Regulations to make public certain information regarding our transactions with you. You acknowledge and agree that we are entitled to disclose such information and that such information held by us shall be our sole and exclusive property. You agree to provide us with all information that we may reasonably request for the purpose of complying with our obligations under Applicable Statutes And Regulations and that you consent for us to provide to any third party such information about you and your relationship with us pursuant to this Agreement (including but not limited to your transactions, money or assets on your account) as we consider, acting reasonably, appropriate or as required to comply with any applicable regulation or terms of this Agreement. Please refer to our Privacy Policy published on DFAL's website for further details.
- 8.16 DFAL reserves its rights to suspend, reject any Orders, delay or restrict your trading activity (including but not limited to controlling maximum Orders amount, size and DFAL's total exposure to you) and you shall comply with any reasonable restrictions that DFAL may notify you with respect to your activities on the Trading Platform, including but not limited to the limitations on the size of Orders or other applicable conditions in the following circumstances:
- (a) a Specified Default Event or a Force Majeure Event occurs;
  - (b) any amount owed by you to DFAL is overdue;
  - (c) enforcement by the regulatory authority or Applicable Statutes And Regulations;
  - (e) disruption, failure or error of Trading Platform, DFAL's services, software, third party software, equipment, DFAL's payment service provider, other service provider or any other technicality error;



- (f) under abnormal market conditions;
  - (g) it is impossible to proceed with the Orders due to insufficient or excessive volume of trade;
  - (h) where DFAL has reasonable doubts on the legality or validity of the Orders;
  - (i) your trading account has been suspended;
  - (j) DFAL has sent a notice of termination to you;
  - (k) any event that impairs or restricts the Trading Platform to function on a normal basis;
  - (l) the relevant market exchange is not open for trading;
  - (m) you do not have sufficient funds to cover the cost of the Orders;
  - (n) you have exceeded the trading limit applicable;
  - (o) DFAL or its related party may be in breach of Applicable Statutes And Regulations by proceeding with the Orders;
  - (p) when you have utilised network facilities to arbitrage;
  - (q) the Orders derives from a Manifest Error; or
  - (r) any circumstances DFAL deems fit.
- 8.17 You can execute stop loss order (if applicable) for the DFAL's services, which may be amended or cancelled by you before the trading conditions are fulfilled. You acknowledge that cancellation or modification of the stop loss is not possible after the trading conditions are fulfilled. DFAL shall not be held liable for any loss or damages for any failure in such cancellation or modification.
- 8.18 Third party products or services or provided on an "as is where is" basis. DFAL makes no representation and warranties (including but not limited to accuracy or completeness) in relation to any third party products or services. DFAL shall not be obliged to support or maintain any third party products or services, nor will DFAL have any liability, regardless of the nature of the claim or the nature of the claimed or alleged damages, including, without limitation, direct, indirect, incidental, consequential or punitive damages, for any claims arising from or related to the use or distribution of the third-party products and services.
- 8.19 In the event of a Manifest Error, DFAL reserves the right, without prior notice:
- (a) to not take any action at all;
  - (b) to amend any Orders deriving or involving a Manifest Error in good faith so as to reflect what DFAL reasonably consider in DFAL's discretion; or

- (c) to close any Orders deriving or involving a Manifest Error at the prevailing market price;
- (d) to void the Orders deriving or involving a Manifest Error.

DFAL shall take into account all market information prevailing at the time of the Manifest Error, determine whether the situation amounts to a Manifest Error and thereafter act fairly towards you.

- 8.20 DFAL shall not be liable for any loss, including loss of profits, income or opportunity to you suffered as a result of Manifest Error.
- 8.21 DFAL reserves the right to take the following action in the event of a Corporate Event:
- (a) amend any necessary details in relation to the exercise, settlement, payment or terms related; and
  - (b) determine the effective date of such amendment.

## **9. Risk Disclosure and Acknowledgement**

- 9.1 You understand that the Services on DFAL's website are highly speculative and may expose your financial position to a high degree of volatility. You accept, understand and are aware of the risks herein and is willing to undertake this risk.
- 9.2 All services available on DFAL's website and CRM system shall not constitute as a solicitation or offer to transact the services. Some services are only limited to customers in certain countries and regions.
- 9.3 You acknowledge and accept that:
- (a) you are financially willing and capable of assuming the risk of trading in speculative investments;
  - (b) you are solely responsible for any profit or loss from the investment or trading decisions made;
  - (c) your investment decisions will be based solely on your own evaluation of the market, financial circumstances and investment objectives wherein you undertake not to hold DFAL liable for any trading loss incurred;
  - (d) you are responsible to maintain proper functional computer equipment, steady internet connection, operating system with sufficient anti-virus protection and back-up system to prevent damage and/or unauthorised access to your trading account and Trading Platform;
  - (e) past performance of an investment is not an indication of its performance in the future;
  - (f) some services are contingent liability transactions and we can't provide any guarantee on their liquidity. Due to unforeseeable market circumstances:
    - (i) there may be difficulty in liquidating positions; and/or

- (ii) liquidation may only be possible at a large loss;
- (g) Orders on markets in other jurisdictions may expose you to additional risks as such markets may offer different or inferior investor protection, and you are advised to understand the rules and risks prior trading in markets of other jurisdictions;
- (h) you are aware and understand the characteristics and risks in relation to each services and the features of Trading Platform, and shall not trade or deal with each services unless you accept and understand so;
- (i) you have independently evaluated the Applicable Statutes And Regulations in your region and undertake to enter this Agreement without violating any Applicable Statutes And Regulations;
- (j) if the Orders are made in a currency other than the currency of your country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance and may lead to losses to you.
- (k) DFAL shall not be liable for any loss or damage caused by failure, delay, interruption, malfunction in information, communication, or electronic systems, save for gross negligence or wilful default by DFAL;
- (l) due to rapid market fluctuation and unforeseeable events:
  - (i) a stop loss order (if applicable) may not be effective in limiting the loss incurred;
  - (ii) you may be required to deposit a substantial amount of funds in a short term to maintain the open positions; and/or
  - (iii) there may be difficulty in liquidating some positions;
- (m) you are aware and understand the commissions and fees payable for each services;
- (n) DFAL's prices of trading instruments are obtained from our liquidity providers, and when the liquidity of services are limited, there will be price gaps and liquidity shortages where Orders may not be executed at the price and volume intended;
- (o) the prices of some services available on the Trading Platform may be independent of any exchanges and DFAL is not obliged to follow the prices of other exchange platforms;
- (p) you should obtain the relevant details in relation to the intended investment;
- (q) you are liable for taxes and/or other duties in ensuring compliance with the Applicable Statutes And Regulations;
- (r) in the event of DFAL's insolvency or involvement in a debt restructuring mechanism, you may not fully recover the funds or properties deposited in the trading account;

- (s) DFAL shall not be under any obligation to inform you of any occurrence of Corporate Event, and shall not be liable for any loss or damage for doing so;
- (t) DFAL shall not engage any business relationships with individuals or companies of certain jurisdictions, as updated from time to time on DFAL's website. DFAL reserves the right to amend its prohibited country list at any time without prior notice; and
- (u) the transactional data, trade and trading product details (except for your Personal Data) from the Trading Platform remains the sole property of DFAL, and DFAL reserves the right to act upon it if necessary or deemed appropriate and reasonable by DFAL;
- (v) DFAL may, from time to time and as often as it deems appropriate, issue and/or distribute material or third-party material ("Material"), which contains information including but not limited to the conditions of the financial markets, posted on DFAL's website and other media and or/ received by you. It should be noted that the Material is used solely for the purposes of marketing communication and does not contain, and should not be construed as containing investment advice and/or an investment recommendation for any Orders. While DFAL took all reasonable efforts to ensure the accuracy and completeness of the information, DFAL makes no representations and warranties to the Material and shall not be liable for any direct or indirect loss or damages for any inaccuracies and incompleteness of the information provided. You shall not reproduce, copy, redistribute, license the Material without DFAL's consent;
- (w) you acknowledge and agree that DFAL's trading services do not include the provision of any investment advice or recommendation. Any possible discussions carried on between you and DFAL's employees or any information provided by DFAL shall not constitute any binding relationship among them, nor do they constitute DFAL's recommendations to you;
- (x) you affirm, acknowledge and accept that this Agreement shall not give rise to any fiduciary relationship between DFAL and you, and DFAL shall not in any circumstances:
  - (i) oblige to provide any investment advice in relation to any Services;
  - (ii) bear any responsibility for any Orders or investment decisions carried out by you; and
  - (iii) in response to your request for further market information, DFAL's disclosure of such factual market information to you will not constitute as investment advice.

## **10. Knowledge of Securities, Warrants and Options, Corporate Actions**

- 10.1 DFAL shall not be obliged to, but we may arrange for you to receive the report, accounts and other information issued by a company. We are not obliged to, but we

may notify you of or arrange attendance at any annual general meetings or extraordinary general meetings applicable to your Financial Products.

- 10.2 You confirm that you are liable for knowing about the terms on any securities in your account, including but not limited to Corporate Event or any upcoming corporate actions (e.g. tender offers, reorganizations, stock splits, etc.). DFAL has no obligation to notify you any deadlines, required actions or dates of meetings, nor is DFAL obligated to take any action without specific written instructions sent by you to DFAL's Customer Service Department at +612 9145 9560 at least 14 days prior to the announced cut-off time for receipt of instructions. The consequences of Client's failure to timely provide such instructions are entirely your own responsibility. The processing of such special instructions may be subject to additional fees that shall be charged separately on your account prior to processing of instruction.
- 10.3 You consent that where proceeds of an announced corporate action cannot be credited to or reflected in Client's account, DFAL will make a cash balance adjustment in Client's account to replicate the material effect of such corporate action (typical examples include, but not limited to, scrip dividends in new stocks that are not supported by DFAL's trading platform, payments in lieu of fractional shares after the stock splits).

## **11. Settlement**

- 11.1 DFAL is not responsible for any delay in the settlement of a transaction resulting from circumstances beyond our control, or the failure of any other person or party (including you) to perform all necessary steps to enable completion on the settlement date. Our obligation is only to pass on to you, or to credit to your account, such deliverable documents or sale proceeds (as the case may be) as we actually receive. If you are dealing in securities that are not settled through a central securities depository system, settlement delays are likely to occur.
- 11.2 DFAL may refuse to allow a withdrawal on any account that you have with us if it would leave insufficient funds in the account to pay for any unsettled transactions. Where you make payment into your account and then make a withdrawal shortly afterwards, we reserve the right to delay settlement for up to ten Business Days to ensure your payment has cleared.

## **12. Records, Reports and Communications**

- 12.1 DFAL keeps records of the Financial Products held by us in a way that enables us to readily identify the Financial Products which are held by you. The records include information about the transactions in Financial Products. DFAL will apply reasonable verification procedures for the appropriately frequent reconciliation of the Financial Products held by DFAL as custodian. DFAL will make available to you reports on the activity of your account on a daily, monthly and yearly basis, detailing the profit and loss across all transactions, positions and asset class and which show the change in position value for the statement period.
- 12.2 DFAL will provide such other information as may be reasonably requested by you in relation to any Financial Products DFAL holds for you as custodian, including to acknowledge the manner in which DFAL holds Financial Products for you.

- 12.3 You consent to receive any report or confirmation that DFAL may make available by electronic means via the DFAL's system or platform, and acknowledge that your access to and use of such reports are subject to this Agreement. You agree that any failure on your part to receive and read the notice does not remove the effect of its subject matter.
- 12.4 You acknowledge and agree that the reports made available by DFAL may not be sufficient for you to discharge any obligations you have under law, whether statutory or otherwise, and that you should seek independent verification of the sufficiency of the reports for any purpose.
- 12.5 DFAL provides electronic confirmations, reports, account statements, tax information, its Financial Service Guide (FSG), and other disclosure documents, relevant policies and Agreements, and other customer records and communications (collectively, "Records, Reports and Communications") in electronic form to the maximum extent permitted by applicable law.
- 12.6 Electronic Records, Reports and Communications may be sent to your trading platform, to your email address or to your account page.
- 12.7 By entering into this Agreement, you consent to the receipt of electronic Records, Reports and Communications, including as applicable, where these Records, Reports and Communications are published on DFAL's website, and acknowledge that this Agreement is proper notification that these Records, Reports and Communications are available in electronic form on DFAL's website for the purpose of ASIC Corporations (Facilitating Electronic Delivery of Financial DFAL's services Disclosure) Instrument 2015/647. Such consent will apply on an ongoing basis and for every tax year unless withdrawn by you. You may withdraw such consent at any time by providing electronic written notice to DFAL through DFAL's website. If you withdraw such consent, DFAL may provide required Records, Reports and Communications in paper upon receiving a request from you. However, DFAL reserves the right to require you to close your account if you withdraw consent to receiving electronic delivery of Records, Reports and Communications.

### **13. Client Money and trading account**

- 13.1 DFAL must deal with any money which you pay or give to us, or which is otherwise received by DFAL in connection with financial services provided by DFAL, in accordance with the Corporations Act 2001 and Applicable Statutes And Regulations. Any deposited funds will be handled in accordance with s.981A of the Corporations Act 2001 (Cth). You acknowledge that your monies and the monies of other clients of DFAL may be combined and deposited by DFAL in a client's segregated account or a trust account. You also acknowledge that all monies credited to the client's segregated account maintained by DFAL may be used by DFAL to meet the default of any other clients of DFAL.
- 13.2 You authorise DFAL to withdraw any or all monies to which you are otherwise entitled in any client's segregated account or trust account maintained by DFAL to meet any liability, obligation or other loss which you owe to DFAL.

- 13.3 You agree that DFAL is entitled to all interest earned on monies credited to a client's segregated account or trust account unless you and DFAL have otherwise agreed in writing.
- 13.4 If you instruct DFAL to pay an amount to you, DFAL will pay such amount which you are entitled under this Agreement directly to you and not to any third party, unless you have otherwise instructed DFAL to do so and DFAL has agreed. You must provide the relevant account details for payment instructions in respect of payments to be made by DFAL to you. Whilst DFAL will take reasonable steps to comply with your payment instructions, DFAL accepts no responsibility for any failure to comply with those instructions and, if such failure occurs, the relevant monies will continue to be held by DFAL in accordance with the Corporations Act and applicable laws.
- 13.5 DFAL reserves the right to refuse or defer any deposit of funds in the event:
- (a) the funds are deposited by a third party;
  - (b) DFAL has reasonable grounds to believe there is a violation of Applicable Statutes And Regulations or any legislation; or
  - (c) DFAL has reasonable grounds to believe that the source of the funds is illegal.
- 13.6 If DFAL receives any dispute, claim and/or chargeback from the banking institution or credit card issuer or other payment method used, you acknowledge that DFAL may enforce the following measures:
- (a) with or without prior notice, immediately close any and all of your open Orders whether at a loss or profit and debit the trading account with the disputed amount;
  - (b) with or without prior notice, immediately restrict the trading limit on your trading account, including deposit limit, withdrawal limit, and restriction in opening new positions, for a duration at DFAL's discretion; or
  - (c) terminate this Agreement in accordance with Clause 28.
- 13.7 You may withdraw your funds out from the trading account if there is a positive cash balance in the trading account. DFAL reserves the right to refuse or defer any withdrawal in the event:
- (a) the withdrawal was to a third party's bank account;
  - (b) DFAL has reasonable grounds to believe there is a violation of Applicable Statutes And Regulations or any legislation;
  - (c) there is outstanding amount due from you to DFAL;
  - (d) such withdrawal would result in a negative cash balance in the trading account;
  - (e) your bank account details are incomplete or unverified;
  - (f) a Specified Default Event or Force Majeure Event occurs.



- 13.8 You shall be solely responsible for the payment details submitted for withdrawal of funds. DFAL shall not be liable for any loss or damage if the payment details provided are inaccurate or incomplete.
- 13.9 DFAL shall take reasonably commercial efforts in ensuring the funds are withdrawn in a timely manner, but shall not be liable for any loss or damage if there is any delay in withdrawal of funds.
- 13.10 You acknowledge and understand that:
- (a) should you wish to invest in Financial Products denominated in a currency different to the Base Currency, such amount will be converted at our prevailing currency exchange rate at the time that we close out such transaction;
  - (b) any deposit of monies to your trading account in a different currency to your Base Currency will be converted at our prevailing currency exchange rate at the time that we close out such transaction;
  - (c) any withdrawal of funds / monies from your trading account can be converted to a currency that is different to the Base Currency upon your request at our prevailing currency exchange rate at the time that we close out such transaction
- 13.11 You shall bear all bank transfer fees and currency conversation rate applicable while withdrawing funds from the trading account.
- 13.12 DFAL shall not be liable for any loss, costs or charges for exercising its rights in accordance with Clause 13.
- 13.13 All currency exchange risks regarding any payment instruction will be your responsibility. You shall bear all costs and charges for the conversion from one currency to another required to be made for performing any payment instruction in the manner and at the time and at the exchange rates that DFAL in our absolute discretion decides.
- 13.14 You acknowledge that monies paid by you or DFAL to an international financial market participant or other service provider outside Australia, or received by such a person outside Australia in connection with services provided to you or DFAL, will not be subject to the Australian laws and rules governing client money, but instead will be subject to the applicable laws of the relevant jurisdiction.

#### **14. Custody**

- 14.1 You appoint DFAL as custodian in respect of any Financial Products held by DFAL on your behalf, excluding where the holding of any financial product does not constitute the provision of a custodial and depository service under Section 766E of the Corporations Act 2001.
- 14.2 You acknowledge and agree that DFAL as custodian is authorised to hold Financial Products with any person appointed by DFAL as sub-custodian, who may in turn appoint a sub-sub-custodian. DFAL will generally provide you with written notice of and contact information of any other person to be engaged by DFAL to hold your Financial



Products as soon as reasonably practicable and in any event, before the Financial Products are held. However, there may be circumstances where prior notice will not be provided. For example, in the event that the sub-custodian is or may become insolvent.

14.3 When DFAL acts as your custodian, DFAL will:

- (a) act on legally valid instructions in relation to the Financial Products held for you in accordance with this Agreement;
- (b) provide order confirmations and reports;
- (c) exercise reasonable care in engaging and monitoring the performance of any sub-custodian it appoints;
- (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 financial product, financial market, jurisdiction and the applicable laws.
- (e) DFAL acknowledges that DFAL may be liable under this Agreement for loss suffered by you resulting from a failure by DFAL or any sub-custodian to comply with any duties it has under this Agreement relating to the holding of Financial Products or to observe reasonable standards of care generally applicable to providers of custodial or depository services in the relevant jurisdiction. However, DFAL is not liable to you for any:
  - (i) loss arising from the acts or omissions of any securities depository system; or
  - (ii) loss arising from or attributable to the insolvency of any sub-custodian where DFAL has not failed to take reasonable care in engaging and monitoring compliance by that sub-custodian. Notwithstanding any other provision of this Agreement, in the absence of a failure by DFAL to take reasonable care in engaging and monitoring compliance by a sub-custodian, DFAL will only be obliged to return Financial Products held on your behalf with a sub-custodian who is insolvent if and to the extent that those Financial Products are recovered from that sub-custodian.

14.4 You acknowledge that:

- (a) DFAL will generally maintain an omnibus account for holding of Financial Products for our clients including you unless otherwise specifically required by the applicable laws;
- (b) DFAL will generally maintain an omnibus account with any sub-custodian appointed by DFAL and will not maintain a separate account for you; and
- (c) When DFAL appoints a sub-custodian, that custodian holds Financial Products for DFAL and not for you.

14.5 Where DFAL acts as your custodian, DFAL will not hold a financial product on trust for you where you have instructed DFAL to deal or arrange for a dealing in the financial product as agent in a place outside of this jurisdiction where either:

- (a) trust is not known; or
  - (b) it is not reasonable for the financial product to be held on trust in accordance with the law of that place and DFAL has determined that the financial product is held in a manner which, having regard to the laws in place in that jurisdiction, provides reasonably effective protection for such financial product in the case of the insolvency of the relevant Sub-custodian or international financial market participant. In these situations, the financial product will be held in accordance with the law of that jurisdiction.
- 14.6 DFAL will use reasonable endeavours to deal with all rights in respect of Financial Products (including, for example, voting rights) in accordance with your instructions provided that such instructions are received in such manner and at or before such times as notified to you. DFAL will not exercise any voting rights attached to Financial Products except in respect of instructions received from you. In the absence of receiving instructions from you, DFAL may take or forbear from taking any other action in relation to Financial Products which DFAL considers appropriate.
- 14.7 You must pay on demand to DFAL any call, subscription amount or other amount payable in respect of any Financial Products held by DFAL as custodian for you. If you fail to make such a payment, DFAL may make the payment ourselves and you must on demand indemnify DFAL against such payment and acknowledge that DFAL may deduct such amount from any money held in your account.
- 14.8 You should note that your purchased Financial Products may be held in an omnibus segregated account opened with a third-party broker/custodian. The terms of the omnibus account allow for the co-mingling of assets between clients of DFAL. The omnibus account allows for netting and allows the third-party broker and in some cases relevant exchanges liens and security interest over assets held in the omnibus account. Risks associated with omnibus accounts include third party broker and/or custodian insolvency, the risk that held Financial Products may be liquidated at prices not favourable to you or that your rights may not be recognised or enforceable under the laws of the relevant jurisdiction(s).
- 15. Security Interest**
- 15.1 DFAL acknowledges that it is prohibited from taking or granting a charge, mortgage, lien or other encumbrance over, or in relation to, the Financial Products which we hold on your behalf, unless it is for expenses and outlays made in accordance with this Agreement (other than unpaid fees) or in accordance with your instructions in this Agreement.
- 15.2 Subject to clause 15.1, you hereby instruct and agree that all assets of any kind held by or on behalf of DFAL for you (including without limitation of any financial product held by DFAL as custodian under clause 14) are hereby pledged to DFAL and are subject to a perfected first priority lien and security interest in DFAL's favour to secure performance of obligations and liabilities to DFAL arising under this Agreement or any other document. If you fail to fulfil your payment obligations under this Agreement, DFAL may combine or consolidate any of your accounts with DFAL, convert to money, or under DFAL's control, a requisite portion of your property sufficient to satisfy the outstanding obligations under this Agreement and apply to proceeds or any property

over which DFAL or an affiliate holds or controls in or towards payment of your liabilities to DFAL. The rights are in addition to any rights DFAL may have at law or equity. You acknowledge that clause 15 may create a security interest in DFAL's favour

## **16. Commission and Fees**

- 16.1 When you give DFAL an instruction of buying or selling Financial Products and a transaction is entered into by DFAL on your behalf regardless of partial or full, you must pay to DFAL:
- (a) commission or brokerage at rates DFAL will notify you from time to time;
  - (b) any fees, taxes, stamp duty or other charges from time to time be levied on or in connection with any transactions entered into on your behalf; and
  - (c) interest or any unpaid amounts due under this Agreement, accrued from the due date until the date the amount(s) are repaid in full
- 16.2 DFAL may charge you for the provision by us to you of market data or any other account feature or such other fees as we reasonably advise you from time to time via email or by posting on DFAL's website. You authorise DFAL to deduct commission and fees or other amounts (including interest) payable by you directly from your account. You acknowledge that:
- (a) these market data shall be provided on a 'as is, where is' basis and we make no representation or warranty on the accuracy and completeness of the market data provided;
  - (b) we are not liable for any inaccuracy or incompleteness of the market data provided;
  - (c) you will not transmit, duplicate, distribute the market data to any third party, unless as required by Applicable Statutes And Regulations; and
  - (d) you shall use the market data in compliance with Applicable Statutes And Regulations.
- 16.3 If you have been referred to DFAL or on behalf of an agent or other third party, that agent or third party may receive benefits in the form of a commission or rebate from DFAL.
- 16.4 DFAL reserves the right to, at any time, change or impose fees in connection with the services that we provide to you. DFAL will provide reasonable notice to you of such imposition or change prior to its occurrence.
- 16.5 Unless otherwise agreed, all amounts payable by you under this Agreement are inclusive of GST.
- 16.6 Commissions and fees are as specified on the DFAL website and/or FSG. You acknowledge that DFAL deducts commissions and fees from your accounts, which will reduce account equity. Positions will be liquidated if commissions or other charges

cause an account deficiency. Changes to commissions and fees are effective immediately upon either of:

- (a) posting on the DFAL website or email; or
- (b) other written notice to you.

Your funds will not be disbursed until after transactions are settled. Terms and conditions for deposit and withdrawal of funds (including holding periods) are as specified on the DFAL website or our trading platform.

16.7 Negative account balance: If a cash account incurs a deficit, interest rates will apply until the balance is repaid. You agree to pay reasonable costs of collection for any of your unpaid deficit, including attorneys' and collection agent fees.

16.8 You acknowledge that DFAL reserves its right to claim any outstanding amount due from banking institutions or third party which you have positive cash balance.

## **17. Default And Default Remedies**

17.1 An "Specified Default Event" in relation to you means any of the following:

- (a) you failed to pay the any commission, fees and charges to DFAL when such amount is due;
- (b) you violated or breached of Applicable Statutes And Regulations or any legislation;
- (c) DFAL considers it is necessary to prevent a violation of Applicable Statutes And Regulations;
- (d) you breach any material term of this Agreement;
- (e) you breach any of the representation and warranties in Clause 6;
- (f) you infringe any Intellectual Property Rights in Clause 20;
- (g) you have made any material misrepresentation or committed fraudulent acts against DFAL;
- (h) an insolvency or bankruptcy proceeding in any country has been commenced against you;
- (i) you are subject to any material debt restructuring arrangement with your creditors;
- (j) any Financial Products created by your security interest, mortgage, charge over any of your assets is enforced by the creditor or banking institution against you;
- (k) any distress, execution or other process is levied against any of your property and is not removed, discharged or paid within 7 days;

- (l) any Orders or combination of them, or any realised or unrealised loss on any Orders or combination of them executed by you exceeded the credit limit available to you;
- (n) you have become of unsound mind or deceased;
- (o) you failed to provide any information requested in relation to any verification or investigation processes undertaken by DFAL;
- (p) you used any type of virus or other destructive malware that are designed to distort or damage the Trading Platform or the communication system of DFAL;
- (q) DFAL or you are required to terminate this Agreement and the trading account by any regulatory authority;
- (r) you breach any other DFAL's policies or procedures;
- (s) DFAL has reasonable grounds to believe that you have not acted in good faith; or
- (t) any other circumstances where DFAL has reasonable grounds to believe that it is necessary to exercise its rights under Clause 17.2.

17.2 Where any of the Specified Default Event specified in Clause 17.1 occurs, DFAL may at any time thereafter reserve the right to:

- (a) terminate any ongoing and future Orders;
- (b) terminate this Agreement in accordance with Clause 28;
- (c) close all your position and opened positions at the prevailing market rate and refund your balance funds subject to Clause 18;
- (d) restrict your trading activity, including but not limited to deposit limit, withdrawal limit and limit of the opening positions;
- (e) suspend or terminate your trading account.

17.3 DFAL shall whenever reasonably possible take steps to notify you before exercising any of the rights under Clause 17.2. DFAL shall not be obliged to notify you and failure to do so shall not invalidate any act or effect described in Clause 17.2 by DFAL.

17.4 You acknowledge that DFAL shall not be liable for any loss or damages for exercising Clause 17.2.

## **18. DFAL'S Right Of Set Off In Relation To Your Trading Account**

18.1 Subject to Clause 18.2 and Clause 18.3, DFAL may at without prior notice retain or make deductions from any obligation, payment or amount owed by you to DFAL to repay any amount due from you to DFAL, including but not limited to loss and damages suffered by DFAL, DFAL's related companies, affiliates, payment services providers,

payment gateway providers and their respective banking services providers as a result of your breach of this Agreement.

- 18.2 In the event any amount due from you to DFAL is overdue, or when an insolvency or bankruptcy proceeding has been initiated against you, you authorise DFAL to immediately sell, apply, set off, close any or all your investment and/or position and/or proceed of any of the same of which DFAL, DFAL's holding company or DFAL's subsidiary has custody or control, to discharge any or all of your obligations and/or your amount due to DFAL.
- 18.3 Subject to Clause 18.2, you authorise DFAL to buy, sell or liquidate all or any of your investment in the trading account as DFAL deems fit whereby:
- (a) if there is positive cash balance after deducting any amount due by you to DFAL, and DFAL shall pay you the fair market value of such investments subject to any associated costs and expenses in transferring the money into your bank account;
  - (b) if there is outstanding amount due to DFAL after selling your investments or closing your position, the remaining balance shall be immediately due and payable to DFAL, failure which DFAL shall reserve its rights to commence legal proceedings.
- 18.4 DFAL reserves the right to consolidate all or any of the trading account to set off any amount owed by you to DFAL.

## **19. Quotes, Market Information, Research and Internet Links**

- 19.1 Quotes, news, research and information accessible through DFAL (including through links to outside websites) ("Information") may be prepared by third party providers. The Information is the property of DFAL, the providers or their licensors and is protected by law. You agree not to reproduce, distribute, sell or commercially exploit the Information in any manner without written consent of DFAL and the providers. DFAL reserves the right to terminate access to the Information. None of the Information constitutes a recommendation or a solicitation to buy or sell. Neither DFAL nor the providers guarantee accuracy, timeliness, or completeness of the Information, and you should consult an independent advisor before making investment decisions. RELIANCE ON QUOTES, DATA OR OTHER INFORMATION IS AT YOUR OWN RISK. IN NO EVENT WILL DFAL OR THE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING FROM USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE, OR WARRANTY OF NON-INFRINGEMENT.
- 19.2 You acknowledge that past performance of any asset does not guarantee future performance.

## **20. License for Using DFAL's Software**

- 20.1 All Intellectual Property Rights and other intellectual property rights in the Trading Platform shall remain at all times the sole and exclusive property of DFAL and/or its

third-party service providers and/or DFAL's licensors. Any usage of DFAL's third-party service providers and/or DFAL's licensors shall subject to the terms and conditions provided by such providers.

20.2 Subject to the terms and conditions in this Agreement, DFAL grants you a non-exclusive, revocable and non-transferable licence to access and download the Trading Platform to access DFAL's services and perform Orders on the Trading Platform. You only have the licence to use the Trading Platform in accordance with this Agreement and shall not have any rights in relation to any of the Intellectual Property Rights.

20.3 You undertake not to:

- (a) copy, reproduce, translate, duplicate, use, enhance, decompile, decode, disassemble, distribute, sell, transmit, lend, pledge, transfer, alter, tamper, amend, modify, reverse engineer, sub-licence the Trading Platform or any Intellectual Property Rights or its source code;
- (b) publish, distribute, make available to third parties any information related to the Trading Platform or any Intellectual Property Rights;
- (c) remove or destroy any copyright notices of the Trading Platform or any Intellectual Property Rights;
- (d) use, recreate, copy, redistribute any of DFAL's, DFAL's third party service providers, or DFAL's licensors Intellectual Property Rights;
- (e) carry out any data collection, or use data mining, screen-scraping, optical recognition software, image makers, artificial intelligence, automated programme or other similar data gathering and extraction tools on the Trading Platform;
- (f) attempt to gain, gain or allow unauthorised access to the Trading Platform or any Intellectual Property Rights;
- (g) upload or transmit computer virus or other programmes to disrupt or destroy the normal operation of the Trading Platform;
- (h) use the Trading Platform in any manner not permitted by this Agreement.

20.4 The licence granted in Clause 20.2 shall be revoked immediately and you undertake not to use the Trading Platform any further if:

- (a) the trading account or this Agreement is terminated;
- (b) a Specified Default Event occurs;
- (c) you breach any material terms and conditions of this Agreement; or
- (d) you breach Clause 20.3.

20.5 You shall immediately notify DFAL any violation of DFAL's, DFAL's third party service providers', or DFAL's licensors Intellectual Property Rights.



## 21. Disclaimer and Liquidated Damages

21.1 You agree to indemnify and hold DFAL harmless for all actions, omissions, claims, costs, expenses, fees (including, but not limited to, legal fees), penalties, losses, damages, taxes, imposts, levies and other liabilities which DFAL may incur or be subjected to in connection with:

- (a) any of your accounts or any Orders or any matching transaction on an exchange or market, or with the Broker or an intermediate broker or agent;
- (b) the exercise of any right or remedy under this Agreement;
- (c) meeting any obligation of DFAL which DFAL fails to perform by reason of an event of Default;
- (d) failure of commission or commission fault caused by your improper use of the Trading Platform;
- (e) interruption, pause, delay or data fault of trading instructions which might occur due to malfunction, break-off, delay or other factors of Internet data transmission;
- (f) loss arising from your account and password, personal information, or trading information being inappropriately disclosed due to your own conduct;
- (g) your use of the service provided by DFAL causing loss to you and/or a third party;
- (h) any Force Majeure Event, including declarations of war, acts of terrorism, environmental disasters, unexpected changes in the legal, regulatory sphere or any other event outside the control of DFAL.

21.2 You also agree to and acknowledge the following:

- (a) Upon registering and opening an account at DFAL, you warrant that you are obeying the relevant laws and Applicable Statutes And Regulations and Rules for using DFAL's Trading Platform. You must not misuse DFAL's trading platform and provided services by distributing illicit or harmful information or engaging in harmful conduct, including but not limited to the dissemination false advertisements, violent imagery, insulting or slanderous comments, violating the privacy of individuals and any other information against the laws and regulations. You must not engage in activities which infringe a third party's intellectual property right or any other legal rights and interests. DFAL is not liable for any losses or damages arising from such conduct.
- (b) DFAL is not liable for any punitive, indirect, occasional, special or associated loss or damage, including but not limited to indirect personal damage, loss of business profit, interruption in trade, loss of business information or loss of any other reliance interests.



- (c) since investment in Financial Products has risks of loss, DFAL will not be responsible for the profit and loss and risk related to your investment.
- (d) DFAL and our associated companies cannot guarantee the absolute reliability and accuracy of such information they provide as market quotation, diagram and comment, or the loss arising from the inaccuracy or missing of any contents of the market or from your subjective factors.
- (e) the internet contains an inherent level of risk, and in spite of DFAL's best efforts it is possible that some malicious hack or malfunction of the web server may delay the release of or affect the veracity of market information on the Financial Products.
- (f) your device setup may be incompatible with DFAL's online transaction system, causing failure of orders or commission. In this case, you should report this to DFAL and get technical support. DFAL shall not be liable for any direct or indirect loss or damages on this.
- (g) DFAL does not examine or verify the contents provided by our affiliates and does not guarantee the authenticity thereof. These should be independently verified by you and DFAL shall not be liable for any loss and damage.

### 21.3 Liquidated Damages

- (a) You confirm that there may be postponement or interruption during your use of DFAL's system, including those arising from DFAL's intentional safeguarding of DFAL's system. Under no circumstance, by taking whatever action and no matter whatever loss suffered by you may DFAL's obligation exceed the total amount of the maximum monthly commission paid by you to DFAL within six (6) months before occurrence of any accident.

## 22. Privacy and Confidentiality

- 22.1 You acknowledge that by opening an account with us and providing us with order instructions of buying or selling Financial Products, you will be providing us with personal information within the meaning of the Privacy Act 1988. You consent to us processing all such information for the purposes of performing the contract and administering the relationship between you and us. You acknowledge and agree that this may result in your personal information being sent outside Australia. You consent to our processing and disclosing such information in accordance with this Agreement and our Privacy Policy as published on our website, as may be updated from time to time. In the event that you disclose your Tax File Number (TFN) to us, we will comply with the Applicable Statutes And Regulations in the handling, storage and treatment of that TFN.
- 22.2 Confidential information includes but not limited to information about your business including any operations, processes, products and technology, affairs, trading, transactions, customers, suppliers, but excludes information which:
  - (a) is or becomes public knowledge other than as a result of any breach of this Agreement or DFAL's Privacy Policy;

- (b) is lawfully within our possession before receiving such information from you;
- (c) is received by us or you without any obligation of confidentiality.

22.3 DFAL and you undertake to not:

- (a) disclose to any person any confidential information except as permitted by this Agreement or by law;
- (b) use any confidential information for any purpose other than to exercise any rights and perform any obligations under or in connection with this Agreement.

22.4 This clause and its operation survive the termination of this Agreement.

## **25. Limitation of Liability and Indemnity**

25.1 This Clause shall be subjected to provisions of the Competition and Consumer Act 2010 (Cth), the Australian Securities and Investments Commission Act 2001 (Cth), the Corporations Act 2001 (Cth) and any other rights implied by law which cannot be excluded by Agreement between DFAL and you.

25.2 DFAL's services, Trading Platform, services by DFAL's payment service providers and other service providers shall be provided on "as is, where is" basis. DFAL makes no express or implied representations or warranties:

- (a) as to the availability, accuracy or completeness of the Trading Platform, DFAL's services, services by DFAL's payment service providers and other service providers;
- (b) that the Trading Platform, DFAL's services, website, services by DFAL's payment service providers and other service providers shall or will be uninterrupted, error-free, or available at all times;
- (c) that the Trading Platform, DFAL's services, website, services by DFAL's payment service providers and other service providers are free from viruses, bugs or anything else with destructive properties;
- (d) as to the services or software provided by DFAL's third party service providers, DFAL's licensors or DFAL's outsourced parties;
- (e) as to the hyperlinks on DFAL's website linking to other third party website;
- (f) as to the compatibility of your computer equipment with the Trading Platform; and
- (g) as to the act or omission by you or any third parties on your behalf in relation to your Orders with DFAL.

25.3 Subject to the duties and obligations owed by DFAL to you under Applicable Statutes And Regulations, DFAL shall not be liable for any direct, indirect, consequential,

incidental loss, loss of profits, loss of goodwill, reputational damage and loss of opportunity as a result of (including but not limited to) the following:

- (a) any item in Clause 25.2;
- (b) your breach of any Applicable Statutes And Regulations or this Agreement and the respective Schedules;
- (c) any viruses or security breaches introduced into your equipment or systems via DFAL's website or any software published, provided that DFAL has taken reasonable steps to prevent any such introduction;
- (d) transmission errors, delay, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers;
- (e) accuracy, completeness or delay of the information or advice provided by a third party;
- (f) DFAL's compliance with the Applicable Statutes And Regulations;
- (g) unauthorised access to your trading account or Personal Data due to your negligence or malicious third parties; and
- (h) any Force Majeure Event under Clause 26;
- (i) any investments, expenditures, commitments or third party services engaged by you in connection with this Agreement or your access to DFAL's services; and
- (j) any alternation, deletion, damage to your data storage;
- (k) any inaccuracy, error, delay, omission, non-performance, interruption in any data, information or message;
- (l) any hardware, software or connection bugs from your side;
- (m) solvency, acts or omissions of any DFAL's licensors, providers or related companies;
- (n) the Orders entered by you;
- (o) any of the risks and warnings introduced to you in this Agreement and the Risk Disclosure And Acknowledgement Notice online;
- (p) your reliance on any stop loss order (if applicable);
- (q) your reliance on any additional third party trading features;
- (r) DFAL's exercise of a stop loss order (if applicable); and

- (s) any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid.

25.4 Save as otherwise expressly provided herein, you agree and undertake with DFAL to indemnify and hold DFAL, DFAL's related companies, licensors, third party service providers, affiliates, payment services providers, payment gateway providers and their respective banking services providers, harmless from and against any damage or loss suffered, incurred or sustained by that DFAL, or to which that DFAL becomes subject, resulting from, arising out of or relating to any misrepresentation, breach of warranty or non-fulfilment of or failure to perform any covenant or obligation contained in this Agreement by you.

25.5 You acknowledge that this responsibility to indemnify DFAL shall include but not limited to any legal and administrative costs and expenses incurred.

## **26. Force Majeure Event**

26.1 DFAL may reasonably determine that an emergency or an exceptional market condition exists ("Force Majeure Event"), in which case DFAL shall inform the relevant regulatory authority and take reasonable steps to inform you. A Force Majeure Event includes but is not limited to the following:

- (a) any act of God, flood, fire, war, riot, civil commotion, natural catastrophe, strike, act of government, labour disputes, lock-out, government moratorium, act of terrorism, national emergency, virus outbreak, change of law or regulation, or any other supervening event of whatsoever nature in relation to nature, technological, political, governmental, social, economic, pandemic, civil emergency, act of terror beyond the reasonable control of DFAL, and which prevents that DFAL's performance of, or which makes it unduly onerous on DFAL to perform, its obligations hereunder;
- (b) declaration of financial services moratorium by relevant regulatory authority;
- (c) the suspension or closure of any market or the abandonment or failure of any event on which DFAL base, or to which DFAL in any way relate, DFAL's quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- (d) any performance or non-performance by a third party, destruction caused by others or any similar event, which is outside DFAL's reasonable control;
- (e) any act or omission or policies by regulatory authorities or other institutions beyond DFAL's foreseeability;
- (f) the occurrence of an excessive movement in the level of any Orders and/or any corresponding market or DFAL's anticipation (acting reasonably) of the occurrence of such a movement;
- (g) any breakdown or failure of transmission, communication, network, interruption of power supply, cybersecurity attack or electronic or communications equipment failure in DFAL, DFAL's third party or service providers;

- (h) any event that DFAL is unable to predict or prevent resulting in the Trading Platform's failure to function on a normal basis;
- (i) failure of any relevant supplier, intermediate broker, agent or principal of DFAL, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations; or
- (j) any event, act or circumstance not reasonably within DFAL's control and the effect of that event is such that DFAL is not in a position to take any reasonable action to cure the default.

26.2 If any of the foregoing events occur and DFAL claims a Force Majeure Event in relation thereto, DFAL may at its absolute discretion take the following steps in good faith:

- (a) to vary the terms of this Agreement to avoid, in whole or in part, the effect of such event;
- (b) reject or terminate any ongoing Orders;
- (c) close any or all of your open Orders and/or positions at such closing prices as DFAL reasonably believe to be appropriate;
- (d) alter the trading time for a particular Orders;
- (e) suspend or freeze the Trading Platform, all Orders and trading account;
- (f) modify, amend or remove any DFAL's services;
- (g) decrease leverage or any credit facility;
- (h) exercise any right entitled under this Agreement;
- (i) to otherwise treat this Agreement as having become frustrated by such event, in which case this Agreement shall forthwith terminate; and/or
- (j) take or omit to take all such other actions as DFAL deems to be reasonably appropriate in the circumstances with regard to the position of DFAL and you.

26.3 DFAL shall not be liable to you for any direct or indirect loss or damages, including but not limited to financial loss, loss of opportunity or any other kind of loss arising from a Force Majeure Event.

## **27. Amendments**

27.1 You accept and understand that DFAL is entitled to amend the terms and conditions of this Agreement at any time by publishing an amended Agreement on the DFAL's website or giving a notice of minimum thirty calendar days ("Amendments"), including but not limited to a notice given by e-mail to you or posted on DFAL's website. The Amendments shall supersede the relevant terms and conditions of the previous agreement.

- 27.2 DFAL reserves the right to review and amend all terms and conditions related to the trading and execution of the Orders, and such changes shall be effective upon publishing on DFAL's website, which you undertake to check from time to time.
- 27.3 The Amendments shall become effective upon publishing on DFAL's website and you shall be deemed to accept the Amendments unless DFAL receives a written notice of your disapproval within seven calendar days as from the date of notification. In such case, the Amendments shall not be binding on you, but your trading account will be suspended within fourteen (14) calendar days and you are advised to make the necessary arrangements to terminate your trading account.
- 27.4 DFAL expressly reserves the right to use its website to inform you about any changes in this Agreement and the posting of a notice on DFAL's website shall be deemed a valid notification of such changes to you. You undertake to regularly review DFAL's website and/or regularly access your trading for any relevant information published.

## **28. Termination**

- 28.1 Without prejudice to any accrued Parties' rights and remedies and other provisions of this Agreement, either Party may give the other Party notice in writing to forthwith terminate this Agreement in fourteen (14) calendar days.
- 28.2 Upon the occurrence of any of the following events and without prejudice to the Party's rights under this Agreement, DFAL may (but shall not be obliged to) immediately or give notice in writing to you to forthwith terminate this Agreement:
- (a) any Specified Default Event occurs;
  - (b) any Force Majeure Event occurs; or
  - (c) you breach any material terms and conditions of this Agreement.
- 28.3 Upon the termination of this Agreement pursuant to clause 28.2 herein, all outstanding fees, charges and commission payable by you to DFAL, including but not limited to the following, shall become immediately due:
- (a) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring your investments to another investment firm;
  - (b) all outstanding fees, charges, commission and any other amount payable to DFAL;
  - (c) any loss and expenses realised in closing out any Orders or settling or concluding outstanding obligations incurred by DFAL on your behalf;
  - (d) any charges and additional expenses incurred or to be incurred by the DFAL as a result of the termination of the Agreement;
  - (e) any damages which arose during the arrangement or settlement of pending obligations.

DFAL shall return to you all cash balance available within 5 Business Days subject to Clause 18 after termination of this Agreement. In the event DFAL is unable to refund the cash balance to you due to your inactive bank account or outdated contact details, DFAL reserves our right to refund the cash balance to the applicable unclaimed money authority in the relevant jurisdiction.

28.4 DFAL reserves its full legal rights in claiming:

- (a) any expenses incurred by DFAL as a result of termination of this Agreement; and
- (b) any loss or damages pursuant to an arrangement or settlement post termination of this Agreement.

28.5 Upon notification of termination, subject to clause 17, and without limiting clause 16, DFAL:

- (a) may do one or more of the following:
  - i. cancel any outstanding Orders and instructions;
  - ii. enter into one or more transactions to affect the close out of one or more unsettled transactions or open position;
  - iii. settle any transaction which has not at the time of termination settled;
  - iv. exercise any other rights DFAL has under this Agreement; and
  - v. do, or refrain from doing, anything else which DFAL considers reasonable in the context of this Agreement (or part thereof) having been terminated; and
- (b) may, if applicable, within a reasonable time and subject to any lien DFAL may exercise, transfer or cause to be transferred those Financial Products for which it is custodian according to your instructions, provided that DFAL is in good faith able to arrange and is legally allowed to make such transfer.
- (c) may charge commission and any other applicable charges, fees and taxes on the sale or transfer of your financial product.

28.6 Where Financial Products are sold, you may suffer a shortfall between the amount you invested and the amount you get back after sale. DFAL is not responsible for any shortfall that arises. Any shortfall will be borne by you. Where Financial Products cannot be sold, redeemed or transferred, DFAL will certificate the Financial Products at your cost and distribute these certificates to you. This Agreement will continue until DFAL has transferred, sold, redeemed or otherwise distributed the Financial Products or paid you the proceeds.

28.7 The termination of your trading account shall terminate your right and licence to use the Trading Platform, all services offered by DFAL, all and any software and solutions made available to you by DFAL.

28.8 DFAL's rights in this Clause 28 shall not be limited to other rights available in any Applicable Statutes And Regulations. You acknowledge that DFAL shall not be liable for any loss or damage in exercising its rights in Clause 28.



- 28.9 Upon any termination of this Agreement under clauses 28.1 or 28.2, or otherwise pursuant to this Agreement, without prejudice to any right of any party which shall have accrued under this Agreement prior to such termination:
- (a) does not affect outstanding obligations under this Agreement which remain undischarged at the time of termination;
  - (b) will not affect any obligation that may already have been incurred by either Party in respect of any outstanding Orders, instructions or transactions already being held on your behalf or any legal rights or obligations that may already have arisen under this Agreement or any instructions made thereunder; and
  - (c) the obligations of the parties under this Agreement shall cease save in respect of the obligations of the parties in Clause 21, Clause 22 and Clause 25 herein.

## **29. Miscellaneous**

- 29.1 Any rights created for DFAL by this Agreement are not obligations. Any failure and/or delay by DFAL in exercising these rights do not constitute any waiver and/or exclusion of those rights.
- 29.2 This Agreement is governed by the law in force in New South Wales and both you and DFAL submit to the non-exclusive jurisdiction of the courts of New South Wales and courts which may hear appeals from those courts.
- 29.3 Nothing in this Agreement shall limit or prohibit DFAL's right to initiate legal proceedings against you in other courts of competent jurisdictions, and the legal proceedings in one or more jurisdictions shall not preclude the initiation of legal proceedings in any other jurisdiction.
- 29.4 You agree that this Agreement contains the complete contract entered into by and between the parties. This Agreement replaces and supersedes any other explicit and/or implicit Agreement or representation between yourself and DFAL.
- 29.5 If any term of this Agreement is deemed and/or rendered unenforceable or inoperative, it will be severable to the fullest extent of the law and will need impede the enforceability of the other terms in this Agreement.
- 29.6 You agree and consent to DFAL recording all phone conversations you have with DFAL and any affiliates. You acknowledge DFAL's privacy policy and agree upon DFAL's collection and use of your information according to DFAL's rules and Applicable Statutes And Regulations.
- 29.7 Without DFAL's prior written consent, you shall not transfer any rights or obligations hereunder. After sending notice to you, DFAL may transfer this Agreement to another broker, trader or futures broker. This Agreement should guarantee DFAL's successor's or assignee's interests. DFAL may terminate this Agreement or terminate providing services to you at any time. You may close your account through DFAL's website by informing DFAL by email, however, only upon clearance of all positions and satisfaction of all other requirements for closing an account as stipulated on DFAL's website.



- 29.8 You authorise DFAL directly or through a third party to inquire you about the information required as held by DFAL for carrying out business activities with you. The inquiry may include credit report and other credit examination requested when you breach this Agreement or break the obligation hereunder or verification of the information provided by you to the third-party database.
- 29.9 DFAL reserves the right of interpreting and modifying this Agreement. In case of any terms hereof being fully or partially ineffective or unenforceable due to whatever reason, the other terms hereof shall remain valid and binding.
- 29.10 Dispute Resolution: Upon agreed by both parties in consensus, the dispute arising from your use of the trading services on DFAL's platform should be solved through negotiation in priority. If you have a complaint, you should contact DFAL, DFAL will make every effort to quickly and satisfactorily resolve the complaint, but if you are not satisfied, you can put your complaint in writing to:

The Compliance Manager  
Doo Financial Australia Ltd  
'Tower 1' Suite 1302 Level 13,  
475 Victoria Avenue,  
Chatswood NSW 2067, Australia.  
##

If we cannot agree on how to fix the issue, or if you decide not to use the internal complaints scheme, you can contact Australian Financial Complaints Authority ("AFCA"). AFCA is an external dispute resolution scheme for settling disputes between DFAL and clients. This service will cost you nothing and will help us resolve any disagreements. You can contact AFCA at:

Australian Financial Complaints Authority Limited  
GPO Box 3  
Melbourne, VIC 3001  
Telephone: +61 1800 931 678  
Web: <http://www.fdr.org.nz/> [www.afca.org.au](http://www.afca.org.au)  
Email [info@afca.org.au](mailto:info@afca.org.au)

- 29.11 This Agreement is available in English and other languages. In case of any discrepancies between the English version and the versions in other languages, the English version shall prevail.

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**IN WITNESS WHEREOF** the Parties have hereunto set their respective hands the day and year first above written.

Executed by the Service Provider )  
for and on behalf of )  
**DOO FINANCIAL AUSTRALIA LIMITED** )  
in the presence of )



.....  
Name: Chen Guofei  
Designation: Director

.....

By signing this Agreement, I/We hereby acknowledges that I/We have read, understood, and agreed to be bound by all terms and conditions set forth herein.

Executed by the Client )  
**[name]** )  
in the presence of )

.....  
Name:  
Designation:

.....

## First Schedule

### Futures

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#### 1. Scope

- 1.1 This Schedule shall govern DFAL's provision of Financial Products on Futures. This Schedule shall form part of the Agreement and may be amended without any prior notice to the clients.
- 1.2 Unless otherwise provided, the definitions of the Agreement shall remain the same in this Schedule.

#### 2. Orders

- 2.1 Upon placing your Orders in Futures ("Futures Orders") on our trading platform, we will execute the Futures Orders on your behalf, subject to the terms and conditions of this Agreement.
- 2.2 We may provide specification, prospectus and documents related Futures offered by us upon your request.

#### 3. Risk Disclosure

- 3.1 You acknowledge and accept that:
  - (a) we may consolidate, aggregate or combine your Futures Orders with the Futures Orders of other clients;
  - (b) you are not entitled to earn any interest on Futures;
  - (c) we shall not be obliged to notify you on the exercise date of your Futures, and we shall not be obliged to perform any exercise on your Futures without the Futures Orders or your written instructions;
  - (d) some Futures Orders have certain exercise requirements whereby:
    - (i) your Futures may become worthless in the event you do not perform any transaction or Order by such expiry date;
    - (ii) if we do not receive any relevant transaction, exercise activity or Futures Orders at least 5 business days before the expiry date of the relevant Futures, you acknowledge that we may not be able to submit your instructions and requests on time and your Futures may expire;
  - (e) you shall acknowledge the terms and conditions of the specific Futures which you are trading and your respective obligations therein, and you undertake to check their respective amendments or modifications from time to time;
  - (f) Futures Orders in other jurisdictions may subject to additional or stricter regulations, or diminished protection whereby your local regulatory authority

may not be able to enforce your rights in the exchanges or markets where your Futures Orders have taken place;

- (g) Futures Orders may have contingent liabilities attached to it;
- (h) due to rapid market fluctuation and unforeseeable events:
  - (i) you may lose all of your funds and may settle at a negative value;
  - (ii) you may be required to deposit a substantial amount of funds in a short term to maintain the open positions;
  - (iii) there will be difficulty in liquidating some positions;
- (i) subject to Clause 3.1(c) of this Schedule, we shall be entitled to take such action and perform any act, including but not limited to close out all or any of your Futures Orders if it's necessary for us to:
  - (i) comply with Applicable Statutes and Regulations;
  - (ii) secure our rights, interests and protect ourselves against loss or risk of loss;
  - (iii) perform our statutory or contractual obligations, and to exercise our rights.

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## Second Schedule

### Funds

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#### 1. Scope

- 1.1 The Subscription Services provided by DFAL shall be governed by this Second Schedule. This Schedule shall form part of the Agreement and may be amended without any prior notice to the clients.
- 1.2 Unless otherwise provided, the definitions of the Agreement shall remain the same in this Schedule. In this Schedule, the following words and expressions shall bear the following meanings:
- (a) “Fund” means any mutual fund, managed investment scheme, unit trust or any other similar investment scheme distributed by DFAL;
  - (b) “Orders” means specifically Subscription Services, redemption, conversion, transfer, cancellation, orders or transactions of the Funds;
  - (c) “Subscription Services” means services provided by DFAL in relation to the subscription, purchase, transfer, sale or redemption of any units or shares in any Fund and dealt in accordance with the Client’s request or instruction;
  - (d) “Units” means any shares or units in a Fund.
- 1.3 DFAL may provide the Subscription Services to the clients, subject to terms and conditions of the Agreement and this Schedule.

#### 2. Subscription Services and Redemption

- 2.1 You acknowledge that we shall act as your agent in relation to your activity within the Fund, including but not limited Subscription Services, conversion, transfer, cancellation and redemption of the Fund or other actions as requested. All requests and instructions may only be made via the manner prescribed by DFAL.
- 2.2 DFAL reserve the sole discretion to provide the Subscription Services and may request additional documentation and details from the clients, either before or during provision of the Subscription Services.
- 2.3 All Orders given to DFAL shall be subjected to the agreements, procedures and policies entered between DFAL and provider of the Funds or fund manager of the relevant funds governing all activities in relation to the Funds (“Dealing Policies”). In the event there is any conflict between the Dealing Policies and the client’s Orders, the former shall prevail. DFAL reserve the right to reject the client’s Orders which are not in compliance with the Dealing Policies, or modify the client’s Orders (with the client’s express consent) as may be necessary such that they are in compliance with the Dealing Policies.

- 2.4 In the event there are outstanding odd or fractional Units following the client's redemption of Funds ("Odd Units"), you authorize us to redeem the Odd Units for and on behalf of you and such redemption shall be deemed to be part of the original Order.
- 2.5 We shall execute and transmit the client's Orders with the relevant product issuer or fund manager within 7 calendar days upon receiving the Orders, subscription moneys and other expenses payable. You acknowledge that:
- (a) we may consolidate, aggregate or combine your Orders with the Orders of other clients;
  - (b) the Units will be registered under the name of DFAL;
  - (c) execution of the Orders may be deferred due to any Force Majeure Events or Specified Default Events;
- 2.6 We undertake to use our best endeavours in performing Orders. The client acknowledges that the Orders may not be completed for reasons beyond our control. We may defer or reject execution of any Order if:
- (a) there are any restrictions from any applicable regulations or market conditions,
  - (b) when there are errors or inaccuracies within the Order submitted by you;
  - (c) we believe it is not reasonably practicable to act upon it within a reasonable time;
- and we shall not be liable for any loss arising from such deferral.
- 2.7 You acknowledge that:
- (a) the price quote for the Funds shall only be provided for reference, and that the actual subscription price and offer price of the Funds may differ as this shall be determined when we place your Orders with the relevant fund manager or product issuer;
  - (b) the actual entitlement and proceeds from the Subscription Services and the redemption of the Funds may be deducted due to handling fee, administration fee and other expenses payable to us;
  - (c) the relevant fund manager or product issuer of the Funds may not accept the your Order. In such circumstances, we shall refund all fees paid by you pursuant to the Order to you within 14 calendar days;

### **3. Risk Disclosure and Acknowledgement**

- 3.1 You acknowledge and accepts that:
- (a) all Subscription Services offered by us shall not constitute as a solicitation or offer;

- (b) you understand and accept that you are solely responsible for all Orders placed;
- (c) you should read, understand and accept the risks, objectives and terms and conditions of the Fund's prospectus, annual report, product key fact statement, fund factsheet and other relevant materials before placing any Order;
- (d) we make no representation and warranty on the accuracies and completeness of the Fund's prospectus, annual report, product key fact statement, fund factsheet and other relevant materials;

#### **4. Fees and Charges**

- 4.1 You undertake to pay us any applicable fees and charges at such rates as we may impose from time to time.
- 4.2 You acknowledge that we reserve the right to amend the rate of applicable fees and charges upon giving 7 calendar days prior written notice to you.

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