

OMF AUSTRALIA PTY LTD

CLIENT AGREEMENT

February 2019

Version Number: 1

This document is provided by OMF Australia Pty Ltd (“**OMF Australia**”). Terms used in this Client Agreement have defined meanings and you should refer to clause 17 ‘Definitions’.

Please direct all enquiries to:

OMF Australia Pty Ltd

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Suite 401

45 Lime Street

Sydney NSW 2000

Phone: 02 8317 3131

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Important Notice:

OMF Australia holds an Australian Financial Services Licence (AFSL Number: 485351). As a financial services provider, we have an obligation under the AML/CTF Laws to verify your identity and the source of funds where we consider it appropriate. In order to become a client of OMF Australia, you must complete the relevant sections of the Application Form to our satisfaction. You represent, warrant and undertake to ensure, that you are acting for your own account.

Warning:

Any investment in Accounts can involve financial and other risks. Before opening an Account you should:

- a) seek professional legal, taxation and financial advice to determine whether an investment is appropriate for you. You must consider the appropriateness of the investment having regard to your own financial situation, needs or personal objectives; and
- b) carefully consider the potential benefits and the risks involved in holding an Account with us.

General Advice Warning: Please note that any information or general financial product advice given by OMF Australia Pty Ltd is GENERAL advice, as the information or advice given does not take into account your particular objectives, financial situation or needs. You should, before acting on the information or advice, consider the appropriateness of the advice, having regard to your objectives, financial situation and needs. If our advice relates to the acquisition, or possible acquisition, of a particular Financial Product you should read any relevant Product Disclosure Statement or Applicable Documents.

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1. Application

- 1.1 This Client Agreement has defined meanings and you should refer to clause 17 'Definitions' of this Client Agreement.
- 1.2 The Client Agreement governs our dealings with you in providing services as stated in clause 4 of this Client Agreement.
- 1.3 You must read this Client Agreement in its entirety and seek professional advice. You should also familiarise yourself with and, where applicable, take advice on the laws and regulations applicable to your dealings with OMF Australia in the place of your domicile/residence and, if applicable, all other relevant jurisdictions.

2. Application for An OMF Australia Account

- 2.1 You must complete the Application Form in order to open an OMF Australia Account. We, in our sole discretion, will decide whether to accept an Application.
- 2.2 By completing the Application Form, including by acknowledging you have read and understood the documentation as outlined in clause 2.5 below, you confirm that you accept the Client Agreement, including but not limited to the terms and conditions of this Client Agreement (including making the representations and warranties set out in the Client Agreement).
- 2.3 If we accept your Application, we will provide the services outlined in clause 4 of this Client Agreement.
- 2.4 There may be other disclosure documents that explain the basis of our dealings with you but are not part of the Client Agreement.
- 2.5 When completing the Application Form, you will be provided with the following documents for your records:
 - a) OMF Australia's Financial Services Guide; and
 - b) OMF Australia's Client Agreement;

You are required to attest that you have read and understood the above documents upon completion of the Application Form.

3. Term

The Client Agreement commences when we accept your Application and continues until it is terminated in accordance with clause 11 of this Client Agreement.

4. Our Services

- 4.1 Subject to you fulfilling your obligations under the Client Agreement, we will provide services to you.
- 4.2 We will provide you with introducing broker services. OMF Australia will arrange for a Product Issuer to establish a Product Issuer Account for you in order to allow you to enter into and execute trades in relation to:
 - a) Foreign Exchange (FX) Contracts;
 - b) FX Options;
 - c) Over the Counter (OTC) Derivative Products including Contracts for Difference (CFDs);
 - d) Equities;
 - e) Listed Options;
 - f) Commodities;
 - g) Exchange Traded Funds;
 - h) Futures; and
 - i) Bonds.
- 4.3 Our services may include some or all of the following:
 - a) providing you with general advice through market updates;
 - b) providing you with general advice in relation to broking services;
 - c) providing you with general advisory services in the products listed in clause 4.2 of this Agreement; and
 - d) arranging for the execution of transactions and acting as an authorised person for and on your behalf for such purpose.
- 4.4 We will refer you to and assist you with establishing appropriate Product Issuer Accounts and sub-accounts for the purposes of, and to enable you to deal in the products listed in clause 4.2 of this Client Agreement.

- 4.5 Pursuant to clause 4.4 you consent and authorise OMF Australia to open, close, manage and otherwise deal on your behalf in relation to your Product Issuer Accounts, and to transact and deal in Financial Products on your Product Issuer Accounts. You understand and agree that this Client Agreement and any other documents provided to you constitute your agreement with OMF Australia. In giving instructions to the Product Issuer on your behalf, OMF Australia acts as your agent and not as agent for the Product Issuer. OMF Australia has no actual, implied or ostensible authority to speak or act in any manner on behalf of, or as agent for, the Product Issuer.
- 4.6 The OMF Australia Accounts and Product Issuer Accounts are non-discretionary accounts, which mean that every transaction conducted in it must be specifically authorised orally/in writing by you or, if applicable, any person(s) duly authorised by you pursuant to the Client Agreement.
- 4.7 You acknowledge that there will be separate agreements and/or arrangements between you and the Product Issuer. You irrevocably agree to the terms and conditions set out in such Applicable Documents. You confirm that a reasonable opportunity to understand the related risks set out therein has been offered to you, and that you understand and accept such risks.
- 4.8 OMF Australia may receive revenue for the introduction of products and services set out in clause 4 of this Client Agreement from the Product Issuer. Further information on the fees received by OMF Australia can be found in our Financial Services Guide.

How we provide our services

- 4.9 The method by which you will instruct us will vary depending on what type of service we are providing to you. We will agree on an appropriate means for you to provide instructions to us, which may be by telephone or in writing. You acknowledge and agree that some of the services that you instruct us to provide may be performed by other third parties.

- 4.10 You agree that OMF Australia shall be entitled to rely on and act as it thinks fit in accordance with any instruction given or purportedly given by or on behalf of you which OMF Australia believes in good faith to have been given by you or its authorised person(s) or authorised third party/ies. OMF Australia shall not in any circumstances whatsoever be liable in any way for any loss, damages, liability, cost, expense or whatsoever suffered or incurred by you arising or in connection with the exercise of the above discretion.
- 4.11 Subject to any laws restricting OMF Australia from limiting its liability, and to the maximum extent permitted by those laws, OMF Australia is not liable for any loss or claim suffered or incurred by you in respect of the Product Issuer's failure or delay in the execution of any transactions, including due to the unavailability of the Product Issuer's platform, system and data errors, delays, inaccuracies, errors or omissions in data provided to you, software or computer viruses or the unauthorised use of the Product Issuer's trading platform at any time.

Online services

- 4.12 You acknowledge that the internet or other electronic medium is an inherently unreliable medium of communication and that such unreliability is beyond OMF Australia's control or anticipation. You agree that OMF Australia shall not be responsible for any loss, damage, costs, expenses, claims or liability of whatsoever nature, directly or indirectly, arising out of or in connection with such unreliability or the public nature of the internet or other electronic medium or any other cause beyond OMF Australia's control or anticipation.

Anti-Money Laundering Legislation

- 4.13 You acknowledge that the Product Issuer and OMF Australia may require further information from you from time to time to comply with the AML/CTF Laws and that this information may be required at any time in order to continue providing services to you. By entering into the Client Agreement, you undertake to provide us with all additional information and assistance that we may reasonably require to comply with the AML/CTF Laws.
- 4.14 We may pass on information collected from you and relating to transactions as required by the AML/CTF Laws or other Applicable

Laws and regulations and are under no obligation to inform you we have done so.

4.15 You also warrant that:

- a) you are not aware and have no reason to suspect that:
 - (i) the moneys held to fund your transactions have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention or by agreement; and
 - (ii) the proceeds of your investment will be used to finance any illegal activities; and
- b) neither you nor your directors or beneficial owners, in the case of a company, are a politically exposed person or organisation as the term used in the AML/CTF Laws.

Identity checks

4.16 You consent to us or our agents acting on our behalf, carrying out identity checks, including money laundering, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable. These checks may include but are not limited to restricted lists, blocked persons and countries lists checks. You agree that any third party that we use for this purpose may share any information concerning you with us and other organisations. We reserve the right to take any action with regard thereto with no liability whatsoever therefore.

Client Funds

4.17 OMF Australia shall not accept any money, securities or other property (or extend credit) to margin, guarantee or secure the performance by or from you in respect of any contract. All such money or property shall be deposited directly with the Product Issuer. Notwithstanding the foregoing, in the event that any such money, securities or property is nevertheless received by OMF Australia from you, it shall be held on trust for you and immediately transmitted to the Product Issuer by OMF Australia.

5. Costs

5.1 Our fees are based upon the provision of our qualified and professional expertise. Our Financial Services Guide explains the various fees OMF Australia will charge for the provision of its services.

5.2 We may vary our fees or costs without notice when changes are to your advantage or are due to external circumstances beyond our control.

6. Client's Warranties and Representations

6.1 You represent and warrant, and undertake to ensure, for our benefit at all times that:

Acting as principal

6.2 You are acting as principal in relation to this Agreement unless otherwise indicated in the Application Form.

Applicable Documents

6.3 You agree to comply with the terms and conditions contained within the Applicable Documents in relation to the Product Issuer Accounts.

Legal disability

6.4 You are not under any legal disability with respect to and are not subject to any law or regulation of the place of your domicile/residence and, if applicable, all other relevant jurisdiction, which prevents your performance according to the Client Agreement. Such warranties, representations and undertakings to OMF Australia are deemed to be repeated on each day up to and including the termination of the Client Agreement of the relevant OMF Australia or any of it.

Current and accurate information

6.5 At all times the information provided by you to us, whether in the Application Form or otherwise will be true, complete, accurate, up-to-date and not misleading in any material respect. All action necessary to authorise the disclosure of such information to OMF Australia and the use of such information by OMF Australia for any purposes contemplated under or related to the Client Agreement has been taken.

Consents

6.6 You have obtained all necessary consents and have the authority to enter into the Client Agreement.

Compliance with all laws and valid obligations

6.7 You are complying with all laws to which you are subject and the obligations expressed to be assumed by you under the Client Agreement.

Able to pay debts

6.8 You are able to pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;

- a) unless stated in the Application Form, you are not acting as trustee of a trust in respect to this Client Agreement;
- b) no Event of Default continues unremedied;
- c) there are no actions or claims pending the adverse determination of which might have a Material Adverse Effect on your ability to perform your obligations under the Client Agreement, or on the rights granted to us;
- d) if a body corporate:
 - (i) it is duly authorised and validly existing under the laws of its jurisdiction of incorporation;
 - (ii) it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organisational documents;
 - (iii) it is not entitled to claim for itself or any of its assets or revenues any right of general immunity or exemption on the grounds of sovereignty or otherwise from suit, execution, attachment or other legal process in respect of its obligations under the Client Agreement; and
 - (iv) it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- e) if you completed the Application in the name of a trustee:
 - (i) you are the sole trustee of the trust;
 - (ii) no action has been taken or proposed to remove you as trustee of the trust;

- (iii) you have power under the trust deed to enter into and comply with your obligations under the Client Agreement;
- (iv) you have in full force and effect the authorisations necessary to enter into the Client Agreement, perform obligations under them and allow them to be enforced (including under the trust deed and its constitution (if any));
- (v) you have a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by you under the Client Agreement;
- (vi) the trust fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which you have a right to be indemnified out of the trust fund;
- (vii) you have not, and never have been, in default under the trust deed;
- (viii) no action has been taken or proposed to terminate the trust;
- (ix) you and your directors and other officers have complied with your obligations in connection with the trust; and
- (x) you have carefully considered the purpose of the Client Agreement and consider that entry into the Client Agreement is for the benefit of the beneficiaries and the terms of the trustee documents are fair and reasonable; all necessary consents required in order for it to conduct its business and relevant to the performance, validity or enforceability of the Client Agreement have been obtained and are in full force and effect.

6.9 You acknowledge that we have entered into the Client Agreement in reliance on the representations and warranties in this clause 6 of this Client Agreement.

7. **Undertakings and Acknowledgments**

7.1 You undertake that throughout the term of the Client Agreement you will promptly:

- a) notify us of any change to the details supplied by you in your Application Form and any material or anticipated change in your financial circumstances which may affect the basis upon which we do business with you;
- b) notify us if any warranty or representation made by you is or becomes incorrect or misleading in writing and such notification shall be duly signed by you. OMF Australia is entitled to rely fully on all warranties and representations made by you for all purposes until OMF Australia receives such notification;
- c) supply to us when requested to do so such information relating to you as we may from time to time reasonably request.

7.2 You understand and accept that unless otherwise agreed by OMF Australia in writing, any change to any aforesaid information shall not take effect until five (5) Business Days after the actual receipt by OMF Australia of the relevant written notification.

8. **Indemnity, Indirect Losses and Exclusion Of Liability**

Indemnity

8.1 You irrevocably and unconditionally agree to continuously indemnify us and hold harmless us and our directors, officers, employees, agents and representatives, against any liability or loss (including consequential losses), taxes, expenses, damages, charges, receipts, demands and expenses of any nature and on any account and liabilities present, future, contingent or otherwise and including legal fees on a full indemnity basis which may be suffered or incurred or brought against us arising from, or in connection with:

- a) any representation or warranty given by you being incorrect, misleading or untrue, or any error in any order or instruction which is, or appears to be, from an Authorised Person;
- b) any failure to provide any such information in a timely manner or at all by you;

- c) any action or inaction which OMF Australia or any of OMF Australia's affiliates may take or omit to take in connection with either the OMF Australia Accounts or Product Issuer Accounts or pursuant to the Client Agreement (except for any willful misconduct on its part);
- d) any act or omission of you (whether or not constituting a breach of any provision contained in the entire Client Agreement);
- e) any representative or warranty made by OMF Australia to the Product Issuer in respect of the Product Issuer Accounts; or
- f) us acting in accordance with any direction, request or requirement of any regulatory authority or government body.

8.2 You agree to pay amounts due under this indemnity on demand from us.

8.3 This indemnity survives any termination of the Client Agreement and any transaction under the Client Agreement.

Indirect Losses

8.4 We are not liable for indirect losses which occur as a side effect of the main loss and damage which are not foreseeable by you and us. We are not liable to you for losses which you incur which are foreseeable by us for the reason that you have communicated the possibility of such losses or any special circumstances to us.

8.5 We are not liable to you for any loss of profit or opportunity.

Exclusion of Liability

8.6 Subject to any laws restricting us from limiting our liability, and to the maximum extent permitted by those laws, we are not liable for:

- a) any action we may take under the Client Agreement, so long as we act within the terms of its provisions and in particular act reasonably where required to do so;
- b) any claim, loss, expense, cost or liability suffered or incurred by you except to the extent that such a loss, expense, cost or liability is suffered as a result of our breach of the Client Agreement or willful default; and

- c) the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy under the Client Agreement.

9. Dealings Between You and Us

- 9.1 You agree to promptly provide any instructions to us which we may require. If you do not provide the instructions promptly, we may, in our absolute discretion, take such steps at your cost, as we consider necessary or desirable for our own protection or your protection. This provision is similarly applicable in situations when we are unable to contact you.
- 9.2 If you are more than one person (for example, joint account holders):
 - a) the liabilities of each such person are joint and several;
 - b) we may act upon instructions received from any one person who is, or appears to us to be, such a person, whether or not such person is an Authorised Person; and
 - c) any notice or other communication provided by us to one such person is deemed to have been provided to all such persons.

10. Taxes

Stamp duty

- 10.1 You must pay and account for any transfer or similar duties or taxes, and any loan security or other stamp duties chargeable in connection with any transaction effected pursuant to or contemplated by this Client Agreement and will indemnify and keep indemnified us against any liability arising as a result of your failure to do so.

GST

- 10.2 Consideration for a supply under or in connection with or contemplated by the Client Agreement is exclusive of GST unless expressly stated to be inclusive of GST.
- 10.3 If GST is payable by us on any supply under or in connection with or contemplated by the Client Agreement, in addition to providing any consideration for that supply (which is exclusive of GST), you must:
 - a) pay to us (as the case may be) an amount equal to the GST payable on the supply, without deduction or set-off of any other amount; and

- b) make that payment as and when the consideration or part of it must be paid or provided, except that you need not pay unless you have received a tax invoice (or adjustment note) for that supply.

- 10.4 Words defined in A New Tax System (Good and Services Tax) Act 1999 (Cth) have the same meaning in this clause 10.

11. Amendments and Termination

- 11.1 You agree that the version of the Client Agreement at the time of the provision of services governs those services.
- 11.2 OMF Australia may, at its absolute discretion and without giving reasons terminate this Client Agreement and/or your OMF Australia Account and/or Product Issuer Account and at any time cease to act on your behalf. Upon termination or suspension of the Client Agreement, all monies owing by you to OMF Australia shall immediately become due and payable and you shall immediately repay such monies to OMF Australia.
- 11.3 You agree that the terms and conditions of this Client Agreement may be amended by OMF Australia from time to time, at its discretion, by notice in writing from OMF Australia to you, in which event such terms and conditions as so amended shall apply with effect from the effective date specified in such notice, whether the specified effective date is before or after the date of such notice but subject to Applicable Laws. Such amendments shall be deemed incorporated into and form part of the Client Agreement.
- 11.4 Either party may terminate the Client Agreement at any time by notice to the other party provided that such termination shall not affect:
 - a) any indemnity granted by you;
 - b) the rights or liabilities of either party arising prior to such termination;
 - c) the warranties, representations, undertakings and indemnities given by you under this Client Agreement, all of which shall survive termination;
 - d) any exclusion of OMF Australia's liability; and
 - e) any of your obligations to OMF Australia pursuant to the Client Agreement.

11.5 Termination of the Client Agreement shall not affect any action by OMF Australia, or any of its agents or any third party permitted under the Client Agreement initiated prior to the date of termination or any indemnity or warranty given by you under the Client Agreement.

12. Force Majeure

Failure to Perform

12.1 OMF Australia will not be liable for any delay or failure to perform its obligations pursuant to the Client Agreement if such delay is due to Force Majeure (other than obligations in relation to the payment of monies accruing prior to Force Majeure).

12.2 If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of OMF Australia obligations will be suspended.

12.3 If a delay or failure by a party to perform its obligations due to Force Majeure exceeds five (5) Business Days, OMF Australia may immediately terminate the Client Agreement on providing notice in writing to the other party.

Notice

12.4 To the extent practicable, we will take reasonable steps to notify you of any action that we propose to take under clause 12 of this Client Agreement before we take such action. If it is not practicable to give you prior notice, we will notify you at the time promptly after taking any such action.

Liability

12.5 If we determine that a Force Majeure Event exists, we will not be liable to you for any failure, hindrance or delay in performing our obligations under the Client Agreement or for taking or omitting to take any action in accordance with clause 12 of this Client Agreement.

13. Dispute Resolution

Informing us about disputes

13.1 You should inform us immediately in writing of any dispute whatsoever in connection with the Client Agreement. We will investigate and endeavour to resolve any dispute in accordance with our internal dispute resolution system.

How disputes are dealt with

13.2 Any dispute in connection with the Client Agreement must be dealt with by you in Australia. Please refer to our Financial Services Guide for further information on how to notify us of any dispute.

Where we may commence legal proceedings

13.3 Clause 13 of this Client Agreement is for the benefit of us only, and does not prevent us from commencing proceedings against you in any relevant jurisdiction, in addition to submitting any dispute or difference whatsoever with you in connection with this Client Agreement to arbitration.

Internal dispute resolution policy

13.4 You should contact us for further information about our internal dispute resolution policy.

14. General

How we may exercise our rights

14.1 We may exercise a right or remedy or give or refuse its consent in any way we consider appropriate (including by imposing clauses).

14.2 If we do not exercise a right or remedy fully or at a given time, we may still exercise it later.

14.3 Our rights and remedies under the Client Agreement are in addition to other rights and remedies given by law independently of the Client Agreement. We may enforce our rights and remedies in any order we choose.

Reinstatement of rights

14.4 Under law relating to liquidation, administration, insolvency or the protection of creditors, a person may claim that a transaction (including a payment) in connection with the Client Agreement is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- a) We are immediately entitled as against you and the Guarantor to the rights under the Client Agreement to which it was entitled immediately before the transaction; and

- b) on request from us, you and the Guarantor agree to do anything (including signing any document) to restore to us any rights (including the Guarantee) held by it immediately before the transaction.

No merger

- 14.5 Our rights under the Client Agreement are additional to and do not merge with or affect and are not affected by any mortgage, charge or other encumbrance held by us or any of your other obligations of or obligations of the Guarantor to us, despite any rule of law or equity or any statutory provision to the contrary.

Further steps

- 14.6 You agree to do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):
- a) to bind you and any other person intended to be bound under the Client Agreement; and
 - b) to show whether you are complying with the Client Agreement.

Waivers

- 14.7 A provision of the Client Agreement, or right created under it, may not be waived or varied except in writing signed by both parties to be bound.

Assignment

- 14.8 You may not assign any of your rights or delegate any of your obligations under the Client Agreement to any person, without our prior consent, however OMF Australia may assign or delegate its obligations under the Client Agreement upon giving you not less than seven (7) Business Days' notice, subject to obtaining ASIC approval (to the extent required by law).
- 14.9 You may not charge or create any security interest over any or all of the rights under the Client Agreement, including any rights to deposits held by us.
- 14.10 If you are in default of any of your obligations under the Client Agreement, we will be entitled to assign to any person with immediate effect all or any of our rights in respect of moneys owing to us under the Client Agreement, as well as any security or other remedies available to us in respect of such moneys.

- 14.11 We may disclose to any actual or potential delegate or assignee as referred to in clause 14.8 of this Agreement, such information relating to you and your relationship with us, as we see fit.

Inconsistencies

- 14.12 To the extent permitted by law, the Client Agreement prevails to the extent it is inconsistent with any law.
- 14.13 If at any time any provision of the Client Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Client Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will be in any way affected.
- 14.14 Rights given to us under the Client Agreement and your liabilities under it are not affected by anything which might otherwise affect them at law.
- 14.15 Any present or future legislation which operates to vary your obligations in connection with the Client Agreement with the result that our rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

Notices and other communications

- 14.16 Unless expressly stated otherwise in the Client Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with the Client Agreement:
- a) must be in writing or such other means as we specify from time to time and sent to the address below:
OMF Australia Pty Ltd
Address: Suite 401
45 Lime Street
Sydney NSW 2000
Phone: (02) 8317 3131
Email: info@omfmarkets.com
 - b) must be signed by the sender (if an individual) or an Authorised Person of the sender.

14.17 We may, to the extent of your authorisation, give a communication under the Client Agreement to your Authorised Person.

14.18 Communications take effect from the time they are received unless a later time is specified in them or as otherwise provided in the Client Agreement.

Applicable Law

14.19 The Client Agreement is governed by and construed in accordance with the laws in force in New South Wales, Australia.

14.20 You and we submit to the non-exclusive jurisdiction of the law of New South Wales, Australia. For the avoidance of doubt, clauses 14.19 – **Error! Reference source not found.** of this Client Agreement will not prevent us from commencing proceedings in any other relevant jurisdiction.

14.21 Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices as notified to the other party from time to time.

Disclosure of Information

14.22 You warrant and undertake to OMF Australia that all information provided by you from time to time in, under or pursuant to the Agreement is and will be accurate, complete and up-to-date. You shall notify OMF Australia forthwith of any change to such information. OMF Australia shall be entitled to rely fully on all such information for all purposes until OMF Australia is notified to the contrary in writing and any such written notification shall be duly signed by you. You understand and accept that notwithstanding anything to the contrary which may be contained in the Client Agreement, any change to any such information shall not take effect until five (5) Business Days after the actual receipt by OMF Australia of the relevant written notification or until such shorter period of time as may be agreed by OMF Australia in writing.

14.23 You shall immediately on demand by OMF Australia supply to OMF Australia such financial and/or other information in connection with the subject matter of the Client Agreement, you and/or the compliance of any laws or regulatory rules as OMF Australia may reasonably require.

14.24 OMF Australia may provide any information supplied by or relating to you and/or any

transaction to any regulator or other person to comply with the lawful requirements or requests for information (whether such requirements and requests are mandatory or otherwise) or otherwise where in OMF Australia's sole discretion, it deems appropriate in the circumstances.

Confidentiality

14.25 Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Client Agreement) except:

- a) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
- b) to the Product Issuer;
- c) if allowed or required by law or the Client Agreement or required by a regulatory authority or ASIC;
- d) in connection with any legal proceedings relating to the Client Agreement; or
- e) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Client Agreement (including in connection with preparatory steps such as negotiating with any potential assignee or other person who is considering contracting with us in connection with the Client Agreement),

Indemnities

14.26 Any indemnity in the Client Agreement is a continuing obligation, independent of your other obligations under the Client Agreement and continues after the Client Agreement ends. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity under the Client Agreement.

Third Parties

14.27 The Client Agreement is made for the benefit of the parties to the Client Agreement and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to the Client Agreement to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Client Agreement are not subject to the consent of any third party.

15. Privacy

15.1 You confirm the receipt of and understand and agree to the terms of OMF Australia's policies and practices relating to the use of personal information. By applying for an OMF Australia Account, you will be taken to have consented to these use and disclosure of your personal information as described in our Privacy Policy.

15.2 Before completing the Application Form you should read any disclosure documents we provide you and this Client Agreement carefully. The Application Form requires you to disclose personal information and explains how we collect personal information and then how we maintain, use and disclose this information. Please refer to our Privacy Policy for further information.

15.3 We may record all conversations with you and monitor and maintain a record of all emails sent by or to us. All such records are our property and can be used by us.

16. Interpretation

16.1 Unless the contrary intention appears, a reference in this Client Agreement to:

- a) (singular includes plural) the singular includes the plural and vice versa;
- b) (variations or replacement) a document (including this Client Agreement) includes any variation or replacement of it;
- c) (law) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

- d) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- e) (two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- f) (jointly and severally) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- g) (reference to a group of persons) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- h) (dollars) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- i) (calculation of time) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- j) (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending twenty-four (24) hours later;
- k) (accounting terms) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- l) (meaning not limited) the words "include", "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- m) (reference to anything) anything (including any amount) is a reference to the whole and each part of it.

16.2 If an event under the Client Agreement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

16.3 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Client Agreement.

16.4 Should there be any conflict or inconsistency between the terms of this Client Agreement and the terms of any Client Agreement with a Product Issuer (“the **Trading Agreement**”), the terms of the Trading Agreement shall prevail.

17. Definitions

Throughout the Client Agreement capitalised terms have the following meanings:

- a) **AML/CTF Laws** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Commonwealth) and any related regulations, rules and instruments.
- b) **Applicable Documents** means any documents provided by the Product Issuer which outlines the terms and conditions of your arrangement with the Product Issuer including but not limited to:
 - (i) application forms;
 - (ii) financial services guides; and
 - (iii) product disclosure statements.
- c) **Applicable Law** means all laws, procedures, standards and codes of practice that apply in relation to OMF Australia, including the Corporations Act, Corporations Regulations, the ASIC Act, ASIC Policy and the Privacy Act (Cth) 1998, and the applicable laws or regulations of any other country, and including all relevant rules of Government Agencies, exchanges, trade and clearing associations and self-regulatory organisations.
- d) **Application** means your application to us for an OMF Australia Account on the terms and conditions set out in the Client Agreement and any disclosure documents.
- e) **Application Form** means the application form(s) provided to you in either electronic or document based form.
- f) **ASIC** means the Australian Securities & Investments Commission.

g) **Authorised Person** means those persons you notify us as authorised by you to give instructions to us.

h) **Business Day** means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).

i) **Client Agreement** means all agreements between you and OMF Australia in respect of your OMF Australia Account which includes (i) this Client Agreement and schedules and appendix(ces) (if any) and supplements(s) (if any); (ii) the Application Form and any applicable schedule, appendices and supplements; (iii) other documents as determined by OMF Australia from time to time; and (iv) any additional terms and conditions, amendments and supplements issued by us and notified to you in connection with our dealings with you.

Both you and OMF Australia are bound by the terms of the Client Agreement.

j) **Corporations Act** means the Corporations Act 2001 of the Commonwealth of Australia.

k) **Corporations Regulations** means the Corporations Regulations 2001 of the Commonwealth of Australia.

l) **Event of Default** means each of the following:

- (i) you do not pay on time any amount payable under the Client Agreement in the manner required under the Client Agreement; or
- (ii) you do not comply with any obligation under the Client Agreement (other than those covered by paragraph (a)) and, if the non-compliance can be remedied, does not remedy the noncompliance within seven (7) calendar days;
- (iii) an event occurs which has or is likely to have (or a series of events occur which, together, have or are likely to have) a Material Adverse Effect; or
- (iv) any change in law or interpretation which makes it unlawful for us to

- give effect to any provision of the Client Agreement;
- (v) you die or become of unsound mind;
 - (vi) a representation or warranty made, or taken to be made, by or for you in connection with the Client Agreement is found to have been incorrect or misleading when made or taken to be made; or
 - (vii) you or a Guarantor becomes Insolvent; or
 - (viii) where you are trustee of a trust:
 - (A). you cease to be the trustee of the trust or any step is taken to appoint another trustee of the trust, in either case without your consent; or
 - (B). an application or order is sought or made in any court for:
 - (1) removal of you as trustee of the trust; or
 - (2) property of the trust to be brought into court or administered by the court or under its control; or
 - (3) a notice is given or meeting summoned for the removal of you as trustee of the trust or for the appointment of another person as trustee jointly with you; or
 - (ix) the Client Agreement is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable ("claimed" in this paragraph means claimed by you or anyone on behalf of any of it); or
 - (x) distress, execution or other process is levied against any property of you and is not removed discharged or paid within seven days;
 - (xi) any security created by any mortgage or charge becomes enforceable against you and the mortgagee or chargee takes steps to enforce the security or charge;
- (xii) we reasonably consider it necessary for OMF Australia's own protection or the protection of its associates.
- m) **Financial Product** means financial products provided within the scope of OMF Australia's business as an AFSL holder as defined in section 9 and chapter 7 of the Corporations Act and also in OMF Australia's capacity as an introducer for the Product Issuer in relation to financial products.
 - n) **Force Majeure Event means** any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this Client Agreement and that is beyond the reasonable control of that party, including forces of nature, industrial action and action or inaction by a government agency.
 - o) **Guarantor** means any person(s) identified as such in the Application.
 - p) A person is **Insolvent** if:
 - (i) it commits act of bankruptcy;
 - (ii) a liquidator or trustee in bankruptcy or similar person is appointed to the person;
 - (iii) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
 - (iv) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or
 - (v) It is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved; or

- (vi) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (i), (ii) or (iii) above; or
 - (vii) it is taken (under section 459F (1) of the Corporations Act) to have failed to comply with a statutory demand; or
 - (viii) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which we reasonably deduce it is so subject); or
 - (ix) it is otherwise unable to pay its debts when they fall due; or
 - (x) something having a substantially similar effect to (i) to (vii) happens in connection with that person under the law of any jurisdiction.
- q) **Material Adverse Effect** means:
- (i) your ability to comply with your obligations under the Client Agreement; or
 - (ii) your rights under the Client Agreement; or
 - (iii) the business or financial position of you.
- r) **OMF Australia** means OMF Australia Pty Ltd.
- s) **OMF Australia Account** means your account with us.
- t) **Product Issuer** means a financial product provider whom you enter into a separate engagement.
- u) **Product Issuer Account** means your account with the Product Issuer.