



# Account Terms & Conditions

The following Terms & Conditions shall replace any prior or existing agreement between the parties, or previously issued terms & conditions, and shall apply to any existing arrangements currently operating between the parties. By executing an Account Application and/or undertaking any transaction with AW Fintech, which is trading name of AW Fintech Pty Ltd ACN 125 839 572, AFSL no. 443886. AW Fintech Pty Ltd is also registered with AUSTRAC.

You hereby agree to be bound by the following Terms & Conditions (as amended from time to time).

## 1. PURPOSE

The Client wishes to transact with AW Fintech in spot foreign exchange contracts in accordance with the Client's instructions from time to time, and in accordance with the terms and conditions contained herein.

## 2. DEFINITIONS AND INTERPRETATION

a) In these Terms & Conditions unless a different intention is expressed, the following terms (as subsequently modified by amended legislation or regulation) shall mean:

**"Account"** means the account of the Client dealing in the Foreign Exchange Contracts issued by AW Fintech, which is established in accordance with the terms and conditions of this Terms & Conditions.

**"Account Terms"** means AW Fintech (AW Fintech Pty Ltd) Terms and Conditions as this document.

**"Agent"** means a legal entity undertaking a transaction or function on behalf of another legal entity but in its own Name.

**"Application Form"** means the form(s) (in paper or electronic form) which you complete to open an account and to trade with us under this Agreement.

**"AUSTRAC"** means Australian Transaction Reports and Analysis Centre is an Australian government financial intelligence agency set up to monitor financial transactions to identify money laundering, organised crime, tax evasion, welfare fraud and terrorism.

**"Authorised Person"** means a person authorised to bind the Client under these Terms & Conditions.

**"AW Fintech"** means trading name of AW Fintech Pty Ltd (ACN 125 839 572).

**"Business Day"** means a day on which trading banks in Sydney, Australia are open for business.

**"Client"** means the signatory to, or person identified in the Application Form as counter party to the Agreement.

**"Contract"** means any contract whether verbal or written, for the purchase or sale of a Foreign Exchange Contract, entered into by the Client.

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

**"Foreign Exchange Contract"** means a transaction that involves a contract for the exchange of one currency for another at an agreed Exchange Rate.

**"Introducing Broker"** means a person or firm we appoint to effect introductions of potential clients to us;

**"LIBOR"** means the London Interbank Offered Rate.

**"Market"** means a contract we make available which is comprised of a unique set of price information, minimum and maximum Quantity, expiry and other commercial features determined by reference to an Underlying Instrument.

**"Product"** means each type of financial instrument or investment contract we make available under this Agreement,



## Account Terms & Conditions

subject to additional terms set out in the relevant Supplement Terms

"**Terms & Conditions**" means this Account Application, these terms & conditions and any other documents annexed or incorporated by reference.

"**Trading Platform**" means the online trading platform operated by AW Fintech which allows the Client to enter into transactions with AW Fintech.

"**Website**" means our internet address as amended from time to time, and which comprises (among other things) the Trading Platform and the Market Information;

### 3. CLIENT REPRESENTATIONS AND WARRANTIES

The Client represents and warrants to AW Fintech that:

- a) these Account Terms constitutes a legal, valid and binding obligation of the Client.
- b) the Client will not enter into a Foreign Exchange Contract as or by way of a wager and that all orders to be placed and all trading to be conducted under these Account Terms are lawful.
- c) in executing and giving effect to these Account Terms, the Client does not and will not infringe any provision of any other document or agreement to which the Client is a party, nor any law or judgment/order binding upon it.
- d) where the Client is more than one person, that all decisions made, and instructions issued, pursuant to these Account Terms, are made on a fully informed and agreed basis by all the parties to the account.
- e) all information supplied to AW Fintech by the Client is, or at the time it is supplied will be, accurate in all material respects and the Client will not omit or withhold any information which would make such information inaccurate in any material respect.
- f) the Client shall, where so required, provide to AW Fintech a valid and binding guarantee and indemnity in favour of AW Fintech as a precondition of entering into these Account Terms.
- g) the Client will provide to AW Fintech on request such information regarding its financial and business affairs and/or identity, as AW Fintech may reasonably require.
- h) in executing these Account Terms, the Client will appoint AW Fintech as its agent for dealing in Foreign Exchange Contracts in accordance with the terms of these Account Terms.
- i) the Client and AW Fintech are bound by the applicable financial services laws and regulations (as modified from time to time).
- j) the Client will take all reasonable steps to obtain and communicate to AW Fintech all information and shall deliver or cause to be delivered to AW Fintech all documents with respect to dealings in the Foreign Exchange Contracts which are requested by any person having the right to request such documents and information. The Client authorises AW Fintech to pass on/deliver all such information and documents to any such person.
- k) the Client is not insolvent, and if the Client is a corporate client, no resolution has been passed and no petition has been presented or order made for the Client's winding up or liquidation or the appointment of a receiver or a receiver and manager or an administrator of other insolvency official to the Client or any of its assets.
- l) AW Fintech relies on representations and warranties made by the Client. These representations and warranties and those contained elsewhere in these Account Terms, survive the entering of these Account Terms and are repeated in respect of each Foreign Exchange Contract.

### 4. CAPACITY TO ENTER INTO THESE ACCOUNT TERMS

The Client represents and warrants to AW Fintech that:

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a) the Client is duly organised and validly existing (or, if an individual, is of legal age and is under no legal disability or incapacity) and has full power and authority to enter into and has taken all necessary steps to enable it lawfully to enter into, these Account Terms and the transactions contemplated by it, and perform its obligations it.

b) the person executing these Account Terms has full power and authority to execute the Agreement on behalf of the Client, and bind the entity (whether individual, company, partnership or otherwise).

c) where the Client is a Trustee (including the trustee of a superannuation fund):

i. the Trust has been duly constituted, is valid and complies with all applicable laws.

ii. the Trust Deed has been executed and stamped, in accordance with the laws of the relevant State or Territory of Australia.

iii. the Client is the only Trustee of the Trust.

iv. the property of the Trust has not been resettled, set aside or transferred to any other trust or settlement and the Trust Deed has not been terminated and the date or any event for the vesting of the Trust's property has not occurred.

v. the Trust Deed specifically empowers and authorises dealings in Foreign Exchange Contracts, and such dealings are within the authorised ambit of the Trust's investment strategy.

vi. all obligations under, and transactions contemplated by, these Account Terms constitute binding obligations and are lawfully enforceable against the Trust and its property in accordance with their terms.

vii. it has an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by it in its dealings with AW Fintech, and the Trust's property is sufficient to satisfy that right of indemnity or exoneration.

viii. it has complied with its obligations in connection with the Trust.

ix. there is no conflict of interest on the Client's part in entering into these Account Terms and performing its obligations under it or the transactions contemplated by it; and

x. if the Client is a superannuation fund, it complies with all requirements outlined in the Superannuation Industry (Supervision) Act (1993).

d) where the Client is an investment manager or a Responsible Entity, the investment management agreement or constitution specifically empowers and authorises dealings in the Foreign Exchange Contracts, by the Client and on behalf of their underlying clients; and

i. such dealings are within the authorised ambit of the/each underlying client's investment strategy.

ii. it will enter into transactions pursuant to the applicable investment management agreement as investment manager or Responsible Entity and not otherwise.

iii. it will only deal in Foreign Exchange Contracts when the funds or other assets under its control are sufficient to meet the obligations which arise in connection with such dealing.

iv. in the event of termination of the Client's appointment as investment manager or Responsible Entity of the Client, it is authorised to arrange for closing out of all contracts entered into on behalf of the Client prior to the date of such termination as soon as possible; and

v. repeats each of these representations and warranties in relation to both itself and its underlying clients.

## 5. ACCOUNT ESTABLISHMENT

- a) AW Fintech agrees to establish an account in the name of the Client, who is the person named as the holder of the account.
- b) Where the Client is more than one person, the account shall be established in their names as joint tenants unless they specifically advise otherwise (in which case it shall be established in their names as joint tenants). In any case, the parties to such joint account shall each be jointly (together) and severally (individually) liable.
- c) No one except the Client has an interest in the Client's account with AW Fintech opened for the purposes of these Account Terms.

## 6. RISK DISCLOSURES

**6.1** The Client represents and warrants to AW Fintech that:

- a) they have received, read and understood this Account Terms and relevant AW Fintech Disclosure documents.
- b) the Client acknowledges, recognises and understands that trading in Foreign Exchange Contracts may involve a degree of risk and loss, depending on the nature and purpose of the Contracts transacted, and is appropriate only for persons who can assume risk of such loss.
- c) the Client has read these Account Terms and understands that AW Fintech has only provided general advice, and the Client has considered its objectives and financial situation and has obtained appropriate independent advice prior to entering into these Account Terms, and has formed the opinion that dealing in the Foreign Exchange Contracts is suitable for the Client's needs and purposes.
- d) the Client has taken such independent legal and financial advice as the Client considers necessary prior to executing these Account Terms; and
- e) the Client is willing and able, financially, and otherwise, to assume the risk of trading in Foreign Exchange Contracts.

**6.2** The Client acknowledges that neither AW Fintech nor any associated entity guarantees the performance of any given Foreign Exchange Contract or account nor that any Foreign Exchange Contract or account will achieve a particular rate.

## 7. CLIENT ACKNOWLEDGEMENTS

The Client acknowledges to AW Fintech that:

- a) Dealings in Foreign Exchange Contracts create an obligation to settle such transactions by the Settlement Date in cleared funds.
- b) All dealings executed on behalf of the Client pursuant to these Account Terms shall be at the absolute discretion of AW Fintech. In particular, AW Fintech shall be entitled to take any action it considers necessary in its absolute discretion to ensure compliance with applicable laws and regulatory decisions.
- c) AW Fintech acts as principal in respect of the Foreign Exchange Contracts traded by AW Fintech with the Client.
- d) Subject to applicable legal/regulatory requirements, the Client consents where AW Fintech either knowingly or unknowingly takes the opposite side to the Client in relation to any of the Foreign Exchange Contracts.
- e) Subject to applicable legal/regulatory requirements, the Client agrees and acknowledges that AW Fintech's directors, employees and associates may and can deal on their own account.

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f) AW Fintech reserves the right, at its sole discretion and without explanation, to refuse to deal on behalf of the Client in relation to any Foreign Exchange Contract (other than closing out existing open positions held in AW Fintech's account on behalf of the Client) or to limit the number of Contracts entered for the Client. AW Fintech will inform the Client of any refusal before or as soon as practicable after such refusal.

g) Transaction confirmations are provided to Clients. We do not accept any changes for transaction once we confirm and settle it.

h) A notice issued by an authorised officer or agent of AW Fintech stating the amount of money due and payable by the Client shall be taken as final evidence thereof in the absence of manifest error.

i) All determinations and calculations made by AW Fintech under these Account Terms will be binding on the Client in the absence of manifest error.

j) Anything AW Fintech is permitted to do in accordance with these Account Terms may be done in its absolute discretion, and any opinion or view required to be formed by AW Fintech may be formed.

### 8. AW FINTECH REPRESENTATIONS & SERVICES

a) AW Fintech seeks to act honestly, exercise due care and diligence and act in the Client's best interests at all times. AW Fintech will give priority to Client interests and undertakes that it will not misuse Client information. AW Fintech will use reasonable endeavors to execute or arrange the execution of the Client's instructions.

b) Unless otherwise expressly agreed, AW Fintech will provide services on an execution only basis in accordance with the Client's instructions and will not provide advice to the Client regarding the merits of a transaction. The Client is hereby prohibited from treating any remark made by an AW Fintech representative regarding the market, transaction or forecast as advice.

c) Any transaction or market information or research provided by AW Fintech to the Client is provided as general information only, does not constitute and cannot be relied upon as a recommendation to trade. AW Fintech makes no representation, warranty, or guarantee, and accepts no liability for, the accuracy or completeness of any such information, and the Client relies on such at its sole risk.

### 9. AUTHORISATIONS AND INSTRUCTIONS

#### 9.1 General

a) The Client hereby authorises AW Fintech to trade in the Foreign Exchange Contracts pursuant to their instructions, or otherwise in accordance with AW Fintech's rights elsewhere under these Account Terms.

b) The Client may communicate their instructions to AW Fintech via the on-line trading facility, by email or by telephone. Faxed orders will not be accepted unless pursuant to a prior agreed arrangement between AW Fintech and Client.

c) In consideration of AW Fintech agreeing to accept telephone, email or faxed instructions from the Client, Client acknowledges that AW Fintech is not obliged to accept/implement such instructions and will not be liable to the Client or any other party should such instructions be unauthorised, forged or fraudulently given.

d) The Client may authorise any other person (the Authorised Signatory) to give instructions on its behalf and AW Fintech is entitled to act upon instructions which are or appear to be from the Client or any Authorised Signatory thereof. It is the Client's sole responsibility to notify AW Fintech in writing immediately if there is any change to the Authorised Signatory list provided.

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- e) The Client shall be responsible for all orders, and for the accuracy of information, sent via the internet using the Client's name, password or any other personal identification means implemented to identify the Client.
- f) AW Fintech may, in its sole discretion and without explanation, refuse to act upon any instruction.
- g) If the Client is more than one person, AW Fintech may act upon instructions received from any one person who is, or appears to AW Fintech to be, such a person, whether such person is an Authorised Person.
- h) The Client may authorise any other person ("Authorised Person") to give instructions (via the agreed methods) on its behalf and AW Fintech is entitled to act upon instructions which are or appear to be from the Client or any Authorised Person. It is the Client's responsibility to notify AW Fintech in writing immediately if there is any change to the Authorised Person list provided pursuant to these Account Terms.
- i) Persons may only be appointed as Authorised Persons where they are an employee or director of a corporate Client, they are a family member appointed to act in the temporary absence of an individual Client, or where they are or act for an Australian Financial Services Licensee with respect to the relevant activities.
- j) AW Fintech is under no obligation to accept any instruction that is not given by an Authorised Person or to enquire as to the identity of any person providing the instruction if it reasonably believes the person, is an Authorised Person.
- k) Should AW Fintech receive any instruction that it reasonably assumes was from an Authorised Person, AW Fintech will not be liable for any properly performed action or omission by AW Fintech in reliance on that instruction.
- l) AW Fintech shall not be liable for any act or omission by AW Fintech in reliance on any instruction given or action taken by any person acting or purporting to act on behalf of the Client who is not listed as an Authorised Person.
- m) The Client is obliged to keep all passwords secret and ensure that third parties do not obtain access to the Client's trading facilities.
- n) Mere transmission of an instruction by the Client shall not constitute a binding contract with AW Fintech until confirmed by AW Fintech via the trade confirmation.
- o) The Client has appointed AW Fintech as its agent for the purposes set out in these Account Terms and conferred upon AW Fintech authority to do, or omit to do, all things reasonably necessary to perform its functions and all things reasonably incidental to the performance of its functions.
- p) The Client shall promptly provide any instructions to AW Fintech, which AW Fintech may require. If the Client does not provide such instructions promptly AW Fintech may, in its absolute discretion, take such steps at the Client's cost, as AW Fintech considers necessary or desirable for its own protection or the protection of the Client. This provision also applies to situations when AW Fintech is unable to contact with the Client; and
- q) In general, AW Fintech shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act within a time frame reasonable seen in the context of the nature of the instruction. However, if after instructions are received, AW Fintech believes that it is not reasonably practicable to act upon such instructions within a reasonable time, AW Fintech may defer acting upon those instructions until it is, in AW Fintech's reasonable opinion, practicable to do so or notify the Client that AW Fintech is refusing to act upon such instructions.

### **9.2 Authorisations and Instructions provided via the on-line trading facility**

- a) AW Fintech will not be deemed to have any order or communication electronically transmitted by the Client until AW Fintech has actual knowledge of any such order or communication. The mere transmission of an instruction by the Client shall not constitute a binding contract between AW Fintech and the Client. The terms of any order or communication electronically transmitted to the Client may be subject to change or correction. Regardless of the fact that the on-line trading facility might confirm that a contract is executed immediately when the Client transmits instructions via the on-line trading facility, the confirmation forwarded by AW Fintech or made available on the on-line trading facility constitutes AW Fintech's confirmation of a contract. Any instruction sent electronically shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding contract between

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AW Fintech and the Client when such instruction has been recorded as executed by AW Fintech and confirmed by AW Fintech to the Client including through a trade confirmation and/or account statement.

b) The Client acknowledges and warrants that it has received a password granting it access to the online trading facility; is the sole owner of the password provided; and accepts full responsibility for any transaction that may occur on an account opened, held, or accessed through the use of the password provided to the Client by AW Fintech, even if such use may be unauthorised or wrongful. The Client agrees to accept full responsibility for the use of the on-line trading facility, for any orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using the Client's name, password or any other personal identification means implemented to identify the Client.

c) The Client warrants and agrees that any person who is in possession of any password is authorised by the Client, and the Client acknowledges that they will be responsible for any actions on their account associated with the use of its password.

d) The Client agrees to notify AW Fintech immediately should the Client become aware of any unauthorised use, loss or theft of the Client's, username, password or account numbers or inaccurate information with respect to the content of statements including cash balances, open positions, or transaction history.

### 10. ENTERING INTO A FOREIGN EXCHANGE CONTRACT

a) The Client may request on any given Business Day, via the Trading Platform, telephone or otherwise, AW Fintech to quote a price at which AW Fintech may be prepared to enter a Foreign Exchange Contract. The Client acknowledges that a price quotation pursuant to this request does not constitute an offer to enter a Foreign Exchange Contract.

b) Upon receiving the quote from AW Fintech, the Client may via the Trading Platform, telephone or otherwise offer to enter a Foreign Exchange Contract with AW Fintech at the price quoted by AW Fintech.

c) AW Fintech is in no way obliged to accept the Client's offer to enter into a Foreign Exchange Contract transaction and, without limitation, is not obliged to accept the Client's offer to enter into a Foreign Exchange Contract, if the Client has exceeded or would exceed a predetermined limit imposed on the Client under these Account Terms i.e., does not have adequate cleared funds to enter the Foreign Exchange Contract. AW Fintech will promptly advise the Client should AW Fintech decide not to accept a client's offer to enter into a Foreign Exchange Contract.

d) Should AW Fintech accept the Client's offer to enter into a Foreign Exchange Contract, AW Fintech will issue to the Client an electronic confirmation shortly after the Foreign Exchange Contract has been entered into. This confirmation will be in the form of a deal confirmation. Failure by AW Fintech to issue a deal confirmation will not prejudice or affect the relevant Foreign Exchange Contract. AW Fintech will not bear any liability whatsoever resulting from the failure to issue a deal confirmation.

e) The Client agrees to examine the terms of each deal confirmation immediately upon receipt and the Client agrees that the contents of the deal confirmation, in the absence of manifest error, will be conclusive evidence of the executed deal, unless immediately upon issue of a deal confirmation AW Fintech only accept in the event of a system error made by AW Fintech. That is if the AW Fintech system produces rates that are not concurrent with the quotes rates due to a system error. Client cannot cancel any transactions after agreeing to the deal between AW Fintech and Client.

f) In its absolute discretion, AW Fintech reserves the right to limit the value of Foreign Exchange Contracts the Client may have outstanding under these Account Terms. Should the Client wish to enter any further Foreign Exchange Contracts, the Client must seek and obtain approval from AW Fintech, which they may grant or refuse in its absolute discretion.

### 11. COMMISSIONS FEES AND EXPENSES

a) The Client agrees to pay:



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- i. All legal costs incurred by the Client associated with entering into these Account Terms and all taxes and expenses incurred by the Client regarding these Account Terms.
  - ii. Any fees upon the execution of any requested Foreign Exchange Contract as are disclosed and agreed prior between AW Fintech and the Client, as well as an amount equal to any other fee charged or levied on AW Fintech, or other expense incurred by AW Fintech, arising from any action taken pursuant to these Account Terms.
  - iii. Any stamp duty, duties and taxes (including GST) payable on or pursuant to these Account Terms.
  - iv. All amounts incurred by AW Fintech as a result of the Client's default under the terms of these Account Terms, including without limitation, all reasonable legal costs on a solicitor/client basis.
  - v. Interest, in respect of any unpaid amount due under these Account Terms, at a rate of three percent (3%) per annum above LIBOR (at a minimum of 10% per annum). Such interest shall accrue and be calculated daily from the date payment was due until the date the Client pays in full and shall be compounded monthly; and
- b) The Client authorises AW Fintech to appropriate, transfer, credit, apply or pay monies that may be received by AW Fintech or held by AW Fintech on the Client's behalf in payment of any amounts which may be outstanding by the Client to AW Fintech in a transaction effected on the Client's behalf.
  - c) Where amounts are payable by one party to the other, netting principles shall apply to enable the party owing the larger amount to pay the excess only to the other party. Amounts may be converted into the same currency in accordance with these Account Terms.
  - d) AW Fintech may in its absolute discretion reduce or waive the minimum deposit amount, the minimum account balance or interest rates on debit balances, fees (including royalties or fees for third party services) or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice.
  - e) The Client acknowledges that should they enter a Foreign Exchange Contract with AW Fintech, the Client must pay all transaction charges, fees, Advance Payments, settlements, interest and any other amounts due under these Account Terms on demand by AW Fintech in cleared funds or otherwise as required in accordance with the terms of these Account Terms.
  - f) Should the Client be given access through the electronic platform or otherwise to prices or information provided by any exchange or service to which a royalty or other fee must be paid for the use of such prices or information, AW Fintech shall have the right to affect the payment of any such royalty or other fee by debiting the Client's account on a monthly basis.
  - g) Payments by the Client to AW Fintech in accordance with these Account Terms must be made without any offset, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if AW Fintech is required to pay any tax in respect of any payment made in relation to these Account Terms at the Client's request the Client agrees to keep AW Fintech indemnified against that tax and agrees to pay to AW Fintech any additional amounts required to ensure AW Fintech receives the full net amount that is equal to the amount AW Fintech would have received had a deduction, withholding or payment of tax not been made.

### 12. DEFAULT

- a) The Client acknowledges and agrees that where one of the following events occurs, AW Fintech may take any such action provided in Clause 13(c) below:
  - i. the Client fails to meet a call for a deposit or Advance Payment request or make any other payment when due under these Account Terms.





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ii. the Client is not contactable by AW Fintech (and has not made alternative arrangements) within the time specified by AW Fintech in order for AW Fintech to obtain instructions (where required).

iii. the Client dies or becomes of unsound mind, or the partnership is dissolved or ceases to exist for any reason.

iv. the Client suspends payment of its debts, makes any composition with its creditors, has a receiver appointed over some or all of its assets, takes or has any proceedings taken against it in bankruptcy or takes or allows any steps to be taken for its winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by AW Fintech) or anything similar to any of these events happens to the Client anywhere in the world.

v. the Client fails in any respect fully and promptly to comply with any obligations to AW Fintech under these Account Terms or otherwise or if any of the representations or information supplied by the Client are or become inaccurate or misleading in any material respect.

vi. any guarantee, indemnity or security for the Client's obligations is withdrawn or becomes defective, insufficient or unenforceable in whole or in part.

vii. these Account Terms have been terminated.

viii. it becomes or may become unlawful for AW Fintech to maintain or give effect to all or any of the obligations under these Account Terms or otherwise to carry on its business or if AW Fintech or the Client is requested not to perform or to close out a transaction (or any part thereof) by any governmental or regulatory authority whether or not that request is legally binding; or

ix. AW Fintech considers it necessary to do so for its own protection.

b) If the Client becomes aware of the occurrence of any event referred to in clause 13(a) above, it shall notify AW Fintech immediately.

c) If any event referred to in Clause 13(a) above takes place, AW Fintech shall at its absolute discretion be entitled, but not obliged, to, and at the expense of the Client:

i. terminates the Agreement immediately.

ii. close out any or all the Client's contracts.

iii. cancel any outstanding orders to close the Client's account.

iv. charge the Client with all the costs, expenses and losses incurred by AW Fintech as a result of entering into, or closing out transactions pursuant to these Account Terms; and

take any such action a reasonably prudent person would take in the circumstances to protect the personal obligation incurred when dealing on behalf of the Client.

### **13. INDEMNITY**

a) The Client will indemnify and keep indemnified AW Fintech and its employees, contractors, or agents from and against any cost, expense, claim, action, suit, loss, damage or other amounts whatsoever arising out of any default, whether by act of the Client under these Account Terms or anything lawfully done by AW Fintech in accordance with these Account Terms or by reason of AW Fintech complying with any direction, request or requirement of any regulatory authority.

b) AW Fintech shall not be responsible or liable in any way for any delay or error in the transmission or execution of any dealing by it under these Account Terms caused by the Client or any other third party, including but not limited to any systems or operational failure or action, bank delay, postal delay, failure or delay of any fax or electronic transmission or delay caused by accident, emergency or act of God.

c) No warranty is provided by AW Fintech in relation to information or advice sourced from third parties, and all information or advice provided by AW Fintech to the Client is for the private use of the Client and is not to be communicated to any third party without the prior written consent of AW Fintech.

d) AW Fintech makes no representation or warranty as to the results of dealing in the Foreign Exchange Contracts and shall not be liable for any damage or loss suffered or incurred by the Client arising out of or in connection with any advice, forecast, or opinion to the Client in relation to price movements or positions or to the likely profitability of any transaction.

e) These indemnities shall survive any termination of the Client relationship.

#### 14. LIMITATION OF LIABILITY

a) The Client declares it has read, understood, and accepted all of the terms and conditions outlined in these Account Terms. The Client agrees that when entering into a Foreign Exchange Contract with AW Fintech the Client is relying on its own judgment and, to the extent permitted by law, in the absence of negligence, fraud or dishonesty by AW Fintech or any of its employees, agents and representatives in relation to AW Fintech's activities, AW Fintech shall bear no responsibility or liability of any kind whatsoever with respect to any advice or recommendation given or views expressed to the Client, whether or not the advice, recommendation, or views expressed was as a result of a request by the Client, nor will AW Fintech be liable in any respect of any losses incurred by the Client resulting from dealing in any product or products offered by AW Fintech.

b) AW Fintech will bear no liability whatsoever in respect of any private dealings, contracts, transactions, or relationships between the Client and any of AW Fintech's employees or agents.

c) AW Fintech shall bear no liability whatsoever in respect of any impact on the Client caused directly or indirectly by the issuance of any instructions by the Client to AW Fintech.

d) In the absence of negligence, fraud, dishonesty, or misconduct by AW Fintech or any of its employees, agents and representatives and to the full extent of the law, AW Fintech bears no responsibility or liability for any Client's losses or damages whatsoever incurred as a result of any delay in transmitting or a failure to transmit funds caused by reasons outside the control of AW Fintech or as a result of AW Fintech's failure to execute orders in a timely manner or administer these Account Terms in the manner contemplated by these Account Terms for reasons beyond its control and, without limiting the indemnity in clause 15, the Client indemnifies and agrees to keep AW Fintech and its employees, agents, and representatives (for whom AW Fintech acts as agent indemnified against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and other amounts whatsoever arising in respect of any such loss or damage. Reasons outside AW Fintech's control may include but are not limited to, exchange control or other government restrictions, exchange or market rulings, suspension of trading, power failure, telecommunication failure, strikes or war.

e) All such available exemptions and limitations of liability shall apply in respect of AW Fintech's employees, officers, agents, and representatives.

#### 15. COMPLAINTS AND DISPUTES

a) If you wish to raise any complaint or dispute you should contact us as soon as practicable.

b) Please keep your own record of dates or times of Trades and other issues as that will help us to deal with any complaints or disputes. It may be difficult or not reasonably possible for us to locate records/tapes in relation to transactions and other issues in the absence of information about the dates and times of any Trades or other issues in dispute.

c) A copy of our Complaints Procedure Policy and details on how to lodge a complaint can be found on our website <https://awfintech.com/wp-content/uploads/2023/08/Complaints-Procedure.pdf>.

### 16. TERMINATION

- a) Unless otherwise agreed in writing between the parties upon termination of these Account Terms AW Fintech will close out all the Client's Foreign Exchange Contracts, at AW Fintech's discretion.
- b) Should any event occur which has the effect of making or declaring it unlawful or impracticable for AW Fintech to offer Foreign Exchange Contracts to the Client in accordance with the terms outlined in these Account Terms, AW Fintech may immediately terminate these Account Terms by providing the Client with written notice.
- c) Termination of the Agreement shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of these Account Terms and will not relieve the Client of any obligations the Client may owe to AW Fintech in accordance with these Account Terms prior to its termination.
- d) Rights under these Account Terms can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of the Agreement. Failure to compel performance shall not be construed as a waiver.

### 17. GENERAL

- a) AW Fintech may amend these Account Terms by giving the Client fifteen days' written notice of any amendments.
- b) In the event that any of the provisions contained in these Account Terms are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.
- c) If a party fails to exercise or delays in exercising any right under these Account Terms, by doing so it does not waive such right. The rights provided in these Account Terms do not exclude other rights provided by law.
- d) The Client may not assign or otherwise transfer its rights or obligations under these Account Terms or any transaction, without the express written consent of AW Fintech.
- e) The parties agree to the electronic recording by either party of telephone or internet conversations between the parties with or without an automatic tone warning device, and the use of such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties. Clients shall be permitted access to such tapes within a reasonable period after the date of the relevant telephone conversation and shall be liable to AW Fintech for all reasonable costs in retrieving and providing such tape.
- f) The Client acknowledges and agrees that AW Fintech is permitted to carry out an electronic database search and search credit reference agencies to verify the Client's identity and credit standing. If such searches are carried out, AW Fintech may keep records of the contents and results of such searches in accordance with all current and applicable laws.
- g) AW Fintech reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Anti Money Laundering laws and regulations. AW Fintech may pass on information collected from the Client and relating to transactions as required by applicable anti money laundering laws and regulations and is under no obligation to inform the Client it has done so. AW Fintech may undertake all such anti money laundering checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by AW Fintech, and reserves the right to take any action with regard thereto with no liability whatsoever, therefore,
- h) AW Fintech reserves the right to provide all such information regarding the Client in relation to its obligations to, or requests (whether legally binding or not) by a relevant regulatory body.

### 18. PRIVACY

- a) In order to provide the Client with these services, AW Fintech needs to collect personal information about the Client and obtain the Client's agreement in relation to the handling of such personal information. If the Client does



## Account Terms & Conditions

not provide the requested information or agree to the information handling practices detailed in these Account Terms, AW Fintech may be unable to provide the services outlined in these Account Terms to the Client.

b) The Client shall ensure that all information provided to AW Fintech is accurate and up to date at all times. Any changes must be advised to AW Fintech as soon as practicable.

c) AW Fintech has systems and processes in place to address privacy requirements and can provide the Client with AW Fintech's Privacy Policy should the Client require further information about AW Fintech's information handling practices.

d) The Client authorises AW Fintech to collect, use, store or otherwise process any personal information which enables AW Fintech to provide and/or improve its services. This may, on occasion, require the disclosure of personal information to our related entities, agents, and service providers, and to organisations located in countries which do not have comparable laws to protect the Client's information.

### 19. NOTICES

All communication relating to these Account Terms shall be in writing and delivered by hand or sent by post or telex, facsimile, or electronic mail to the party concerned at the relevant address. Any such communication shall take effect if delivered, upon delivery; if posted, two business days after it is posted to the party's last known address; if sent by facsimile, or electronic mail, at the time of transmission (and receipt of confirmation); by telex, upon receipt of the answer back. Where the Client is more than one person, any notice or other communication provided by AW Fintech to one such person shall be deemed to have been provided to all such persons.

### 20. GOVERNING LAW

These Account Terms are governed by and construed in accordance with the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts and tribunals in that State.