

END USER LICENSE AGREEMENT

These are the terms and conditions (“**Terms**”) provided by Marketech Stockbroking Pty Ltd (ABN 65 611 391 729, AFSL 486148) (“**Marketech**”, “**Company**”, “**we**”, “**us**” or “**our**”) which govern the permitted use of and access to the ‘Marketech’ branded application and any and all related documentation (“**Application**”) by you as licensee (“**Licensee**”, “**you**” or “**your**”). Please read these Terms carefully and if you choose to accept use and access to the Application on the basis of these Terms, you can select the option to “accept” and register to use the Application. If you do not accept these Terms, you should not register to use the Application.

References to these Terms include all terms and conditions set out in this document and include any amendments made to these Terms from time to time. If the amendments are material changes which affect your rights or obligations, you will be notified of the material changes via the Application, email or other reasonable means. Your continued use of the Application, including after being notified of any material changes to these Terms, will be confirmation of your acceptance of amendments to these Terms.

By using or accessing any part of the Application, you acknowledge that you have read, understood and agree to be bound by these Terms.

1. Grant of License

1.1. Subject to these Terms, the Company grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license solely for the purpose of:

- (a) accessing, downloading and installing the Application (as modified or updated from time to time) for the purposes of:
 - i. researching and participating in financial markets and stock exchanges through the services provided by independent third-party providers of those services (“**Third-Party Providers**”) through the Application provided by Marketech; and
 - ii. facilitating payments to the Third-Party Providers for those services,(together the “**Services**”); and

(b) at all times, lawful use of the Application,

(“**Purpose**”).

1.2. You acknowledge that the Company does not provide financial advice or trading, account, settlement or banking facilities and all such facilities and advice are provided by independent Third-Party Providers who hold a direct contractual relationship with you and are in no way controlled by the Company. For the avoidance of doubt:

- (a) trading, account and settlement facilities are provided by OpenMarkets Australia Limited ABN 38 090 472 012 (AFSL No 246705) (“**OpenMarkets**”) a Market Participant of the Australian Securities Exchange (“**ASX**”), Chi-X Australia and the National Stock Exchange of Australia as well as an ASX Clear and Settlement Participant;
- (b) banking facilities, including but not limited to the processing of payments of funds to OpenMarkets for the purpose of participating in trades, are provided by the Macquarie Group through a Macquarie Cash Management Account;
- (c) all market information displayed through the Application (“**Market Information**”) is provided by Iress Limited ACN 060 313 359 (**Iress**) and/or Refinitiv Australia Pty Limited ACN 002 834 237 (Refinitiv);
- (d) the Company is a software service provider and solely provides the Application to facilitate the interaction between the Third-Party Providers and the Licensee;
- (e) you agree to be bound by, and subject to, any terms and conditions of the Third-Party Providers which do not form part of these Terms;

- (f) you warrant that you have complied with all policies and obligations relating to these Third-Party Providers' obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).
- (g) you acknowledge and agree that your use of the Application is at your own risk.

1.3. Any dealing between you and us are subject to:

- (a) the *Corporations Act 2001* (Cth) including the ASIC Market Integrity Rules;
- (b) the rules, directions, decisions and requirements of the operator of the market;
- (c) the customs and usages of the market;
- (d) any applicable rules and procedures for any clearing or settlement facility used in the provision of the Services;
- (e) the correction of errors and omissions; and
- (f) the international and domestic anti-money laundering and counter-terrorism laws.

1.4. You warrant to the Company that you will only use the Application for the Purpose and in accordance with these Terms.

1.5. Personal information provided to the Company via the Application will be handled in accordance with the Company's privacy policy ("**Privacy Policy**"), as varied from time to time. A copy of the current Privacy Policy may be viewed on the Company's website. The provisions of our Privacy Policy are incorporated into these Terms by reference. Your Registration and use of the Application is at all times subject to our Privacy Policy.

1.6. We reserve the right to add, remove or update features or functions of the Application without notice to you. When we make any such changes to the Application, or when a new version is released by us, you may be required to update the Application on your device, or this may occur automatically. This may require your review and acceptance of our Terms, in the form current at that time, before you will be permitted to continue use of or access to the updated or new version of the Application. If you do not accept any updates or new versions released by the Application, you acknowledge that we may not continue to support previous versions of the Application and any previous version may cease to be available, used or accessed.

2. Registration

2.1. You are solely responsible for the information contained in your account created for the Purpose ("**Registration**"). You must maintain accurate, complete and current information for your Registration, including updating your information if you become aware of any error or if it changes.

2.2. Notwithstanding anything else contained in these Terms, you:

- (a) are responsible for maintaining the login and password associated with the Registration;
- (b) must keep your login and passwords secure and confidential at all times;
- (c) are responsible for all acts and omissions carried out using the login and passwords;
- (d) acknowledge and accept that the Company is not required to verify that any activities taken by your Registration were taken by you personally; and
- (e) are responsible for all equipment and communication infrastructure necessary to access the Application.

2.3. You will notify us immediately of any unauthorised use of your Registration or any breach of security, including any loss or theft. We may suspend or terminate your Registration if we become aware of or suspect there has been, or may be, unauthorised use of your Registration. We reserve our rights to pursue any legal remedy against you for any such unauthorised access or

use. We are not responsible for any loss incurred in connection with any misuse of your Registration.

- 2.4. The Application Registration is only available to those individuals 18 years of age or older who have full capacity to enter binding contracts on their own behalf or on behalf of those individuals under 18 years of age for whom they have legal responsibility. You are not permitted to use the Application if you are not 18 years of age or older unless you have the consent of your parent or guardian.
- 2.5. In accessing the Application, you must comply with all applicable user conduct policies or any other relevant policies relating to the Application notified by the Company to the Licensee from time to time by publication on the Application, email or other reasonable means. It is the Licensee's responsibility to check the Application regularly to keep up to date with any such applicable policies.

3. **Subscription**

Subscription Fee

- 3.1. You acknowledge and agree that:
 - (a) you must pay the Company the fee stated at the time of Registration (inclusive of any taxes as may be relevant from time to time) ("**Subscription Fee**");
 - (b) you must pay the Subscription Fee in accordance with the billing frequency specified at the time of Registration ("**Due Date**");
 - (c) your Subscription will automatically renew on the Due Date unless cancelled in accordance with this clause 3; and
 - (d) the Subscription Fee is subject to review by the Company and may be varied by notice in writing to you not less than thirty (30) days prior to the Due Date, and you agree that such notice may occur via email or by other reasonable means.
- 3.2. Your access to the Services is conditional on you paying the Subscription Fee ("**Subscription**").

Free Trial

- 3.3. The Company may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("**Free Trial**").
- 3.4. You may be required to enter your billing information in order to sign up for the Free Trial.
- 3.5. If you do enter your billing information when signing up for the Free Trial, you will not be charged a Subscription Fee by Marketech for the duration of the Free Trial. On the day immediately following the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription Fee for the type of Subscription you have selected.
- 3.6. At any time and without notice, Marketech reserves the right to modify the terms and conditions of the Free Trial offer, or cancel such Free Trial offer.

Trading Fee

- 3.7. You acknowledge and agree that:
 - (a) you warrant that you have read and understood the Marketech Financial Services Guide; and
 - (b) you must pay the Company all fees (inclusive of any taxes) as set out in the Marketech Financial Services Guide (as updated from time to time and available at

marketech.com.au/financial-services-guide) when transacting securities through OpenMarkets on the Application ("**Trading Fee**").

Processing and Payment

- 3.8. All prices are in Australian Dollars (AUD).
- 3.9. Payment of all fees may be processed by us or by third parties on our behalf. Your payment details must be verified before your Subscription can be activated. If your initial payment authorisation is revoked, your Subscription will be terminated.
- 3.10. Payment of all fees will be direct debited from your nominated financial institution or payment method. It is your responsibility to provide valid payment details and ensure that your payment details are up to date.
- 3.11. Should automatic payment fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice. Failure to pay the invoice by the deadline date may result in the termination or suspension of your access to the Application.
- 3.12. All payments made are non-refundable unless otherwise stated in clause 14.

Cancellation of Subscription

- 3.13. You may cancel your Subscription by:
 - (a) providing written notice to the Company; or
 - (b) selecting the 'unsubscribe' option in the Account Settings in the Application or Website.The Company's contact details are set out in clause 16.
- 3.14. Any cancellation of the Subscription by you will take effect at the end of the period to which the Subscription Fee relates.
- 3.15. Upon cancellation of the Subscription, you will no longer be permitted to have access to or the benefit of the Services and all outstanding activities though the Service will be cancelled. You may have access to limited records though the Application for a period of time after the cancellation of the Subscription at the Company's sole discretion.
- 3.16. You acknowledge and agree that the Company may terminate your access to the Services in accordance with these Terms at any time and you accept that where any such termination occurs, there is no refund available for the Subscription Fee.

4. Support Services

The Company will provide the following limited support services:

- (a) For urgent live-market issues: support@marketech.com.au
- (b) support request ticket logging through the Application;
- (c) through the website helper at www.marketech.com.au; and
- (d) the following email address to request support: support@marketech.com.au

5. Intellectual Property Rights

- 5.1. For the purposes of these Terms, the term "**Intellectual Property Rights**" means all copyright, patents, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, database rights, rights to confidentiality and other intellectual and industrial property rights in all parts of the world.

- 5.2. You acknowledge that a third party who makes content available through the Application may have proprietary rights in such content they make available. The Licensee acknowledges that it obtains no Intellectual Property Rights whatsoever in the Application or any of the material or applications provided or made available on the Application by the Company or any party not being the Licensee, or in any associated documentation, including without limitation, all design, text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, code, content, protocols, software and documentation.
- 5.3. Any and all Intellectual Property Rights that subsist in the Application, including updates and upgrades, vest in the Company. Nothing in these Terms is to be construed as the Company granting, by implication, estoppel or otherwise, any license or right to you to use any of our Intellectual Property Rights other than as provided by these Terms without our express written consent.

6. Use and Access

- 6.1. Other than for your own backup purposes and otherwise in accordance with these Terms, you are not permitted to copy, use, distribute, transfer, assign or grant any rights to use or access the Application for the benefit of a third party and you must not rent, sell, lease or sub-license any rights in respect of the Application.
- 6.2. You warrant that you will not use any automatic or manual device or process (such as robots or spiders) to interfere with, or attempt to interfere with, the proper working and functionality of the Application.
- 6.3. You are responsible for all equipment, devices, internet connections and data plans through which you access or use the Application. Any network or roaming costs incurred by you through a service provider while accessing or using of the Application is solely your responsibility. The Company makes no representations that the Application can be accessed on all equipment or devices, or downloaded via all service providers on all service plans.
- 6.4. You must not:
 - (a) reproduce or modify all or any part of the Application;
 - (b) disassemble, decompile, modify or reverse engineer any part of the Application nor merge it with any other software; or
 - (c) directly or indirectly permit any third party to do any of the above.
- 6.5. We do not guarantee that access to the Application will be uninterrupted or that it is free from malware or other malicious software that may damage the device or any data on such a device, or that the Application is completely secure. You are solely responsible for ensuring your device or equipment is secure against any risk of unauthorised access, interception of information, corruption of data, damage or misuse or any other security risks. The Company will not be liable for any unauthorised access to your device or misuse of your Registration.

7. Trading

- 7.1. All transactions, including but not limited to the buying and selling of securities through OpenMarkets ("**Transactions**") are solely at the risk of the Licensee. For the avoidance of doubt, the Licensee understands and agrees that:
 - (a) all services provided by OpenMarkets are subject to any terms and conditions OpenMarkets may have from time to time;
 - (b) the Company makes no warranties or guarantees as to the availability of the Application or the Services for Transactions;
 - (c) the Company is not liable for any delays or latency issues that impact the provision of the Services or the useability of the Application;

- (d) the Company is not liable for any failed Transactions, including but not limited to, failures in the Application, the Licensee's hardware, data coverage or access, other technical interruptions or a failure caused by OpenMarkets or any other market operator;
- (e) the Company may reject or otherwise decline to convey an instruction to trade to OpenMarkets for any reason and may decline to act on your behalf at without notice if the Company deems it reasonably necessary and is not liable for any losses incurred by such actions except as otherwise stated in these Terms;

7.2. The contents of your trading portfolio is treated by the Company as confidential and not shared with any other party except as required to provide the Services to the Licensee.

8. Market Information

8.1. All Market Information is for personal informative use only and does not constitute personalised advice or recommendations.

8.2. You acknowledge and agree that the Company is not responsible for the Market Information except where otherwise stated in these Terms.

8.3. The Company may use the Market Information to run various mathematical models to better display the information and provide you with more detailed analysis ("**Mathematical Models**"). The Mathematical Models involve using certain generally accepted assumptions in making the calculations ("**Modelling Assumptions**"). In making the Mathematical Models, the Company uses its best endeavours to accurately convey the Market Information.

8.4. You acknowledge and agree that the Company makes no warranties as to any of the Market Information, Mathematical Models or Modelling Assumptions including but not limited to the accuracy, timeliness or completeness of the Market Information, Mathematical Models or Modelling Assumptions.

8.5. You must not make the Market Information available to any other person in any manner, including but not limited to adapting, distributing, downloading, printing, publishing, reproducing or selling the Market Information without the Company's express written consent which may be withheld for any reason.

9. Links from the Application

9.1. You are not permitted to link to or from the Application without the Company's express written permission.

9.2. the Application may contain links to other websites that are owned and operated by third parties. However, even if the third party is affiliated with the Company, the Company has no control over these linked sites, which may have separate terms of use and privacy and data collection practices, independent of the Company. The Company has no responsibility or liability for those terms or practices or the content of such websites and makes no representation or warranties about the products or services they may provide. If the Licensee chooses to access these linked sites, the Licensee does so at their own risk. Any links available via the Application do not represent or imply that the Company sponsors, endorses, or is affiliated with or associated with such websites.

10. Access to the Services

10.1. Subject to these Terms, the Company shall attempt to provide the Licensee with access to and use of the Services for twenty-four (24) hours per day, seven (7) days per week. The Licensee agrees that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation:

- (a) equipment malfunctions;
- (b) periodic maintenance procedures, repairs, updates or upgrades that the Company may undertake from time to time;

- (c) causes beyond the control of the Company or that are not reasonably foreseeable by the Company, including, without limitation, interruption or failure of telecommunication or digital transmissions, hostile network attacks, network congestion or other failures; or
- (d) a disruption in the connection between the Company and Openmarkets or the Market Information provider.

10.2. You acknowledge and agree that the Company has no control over the availability of the Application on a continuous or uninterrupted basis.

10.3. You acknowledge and agree that the Services require internet access, and, if you do not have stable internet access (e.g. by not having mobile data reception), you will not be able to use the Services, including but not limited to amending or creating transactions, viewing the Market Information or receiving notifications or other alerts from the Services. You agree that you are solely responsible for ensuring that the Application has internet access and will indemnify the Company from any losses you incur howsoever arising in connection with the loss of internet access to the Application.

11. Acknowledgement

11.1. You acknowledge that the Application has not been designed to meet your individual requirements and is provided on an "as-is" basis.

11.2. A failure of any part or the whole of the Application to suit your requirements will not give rise to any right or claim by you against the Company.

12. Indemnity

12.1. You will fully indemnify the Company in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms by you;
- (b) your use of the Application; or
- (c) claims made by third parties against the Company arising from your actual or implied authorisation to access or use the Application, however those claims arise.

13. Liability

13.1. Unless these terms expressly provide otherwise:

- (a) To the maximum extent permitted by law, all express and implied conditions, warranties or liabilities (including liability as to negligence) regarding the condition, accuracy, suitability, quality or title to the application (including any applications that may be accessible and any data contained, supplied, generated or produced by or with the aid of it) are negated and excluded; and
- (b) The company gives no condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality of or title to the Application (including any applications that may be accessible and any data contained, supplied generated or produced by or with the aid of it).

13.2. The Company will not be liable for any direct or indirect lost profit or revenue, exemplary damages, loss of goodwill, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed even if the company has been advised of the possibility of such loss or damage.

13.3. Subject to the above provisions of this clause 13, the company's liability to the licensee for all proven loss is limited, in aggregate to the amounts paid under these terms by the licensee to the company in the 3 months prior to the date the claim arises or \$100, whichever is lesser.

14. Competition and Consumer Act 2010 (Cth)

14.1. Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy which is conferred on the Licensee by the *Competition and Consumer Act 2010* (Cth) or any other consumer protection legislation that cannot be excluded by mutual agreement ("**Act**"). Where the Company breaches a condition or warranty which has been implied by an Act, its liability for breach will be limited to (where permissible by the Act):

(a) in the case of the supply of goods, at the Company's option:

- i. replacement of the goods;
- ii. supply of equivalent goods;
- iii. repair of the goods; or
- iv. payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and

(b) in the case of the provision of services, at the Company's option:

- i. the supplying of the services again; or
- ii. payment of the cost of having the services supplied again.

15. Termination

15.1. If the Licensee commits a breach of these Terms, or any terms of a Third-Party Provider, the Company may at its discretion:

- (a) require the Licensee to remedy the breach within seven (7) days of providing the Licensee with notice to rectify the breach; or
- (b) terminate these Terms without further notice and prevent the Licensee's access to and use of the Application.

15.2. Without limitation, the Company may refuse to permit Registration or re-Registration of any person or entity for any reason. The Company may discontinue or suspend your access to the Application at any time, in its sole discretion. The Company may terminate the continuation of the Application or terminate your license to use or access the Application, at any time and for any reason. You agree that the Company is not liable to you or any third party for such prevention, termination or suspension of your use or access to the Application.

15.3. If the Company commits a breach of these Terms and fails to remedy that breach within 14 days of being requested to do so, and such failure prevents the functioning of the Application for the Purpose, you may immediately terminate these Terms by notice in writing to the Company.

15.4. Upon termination of your Registration or these Terms, you may be limited to read-only access to the Application or will be prevented from accessing the Application.

15.5. Any termination of these Terms is without prejudice to any other rights and remedies that the Company may have in respect of a breach.

15.6. Any provision of these Terms which is capable of taking effect after termination of the agreement between the Company and the Licensee continues in full force and effect and will survive the expiry or termination of these Terms.

16. Insolvency, Incapacity or Death of the Licensee

- 16.1. In the event the Company has been furnished with reasonable proof that you have become insolvent, incapacitated or have died and your property has become vested in a trustee or some public or statutory official (Trustee) the Company may allow the Trustee access to your account without being responsible for loss to you.
- 16.2. In the event of the bankruptcy, liquidation or winding up you shall notify the Company immediately and this Licence shall, at the discretion of the Company, be terminated.

17. General

- 17.1. We may collect and use technical and related information which is periodically gathered by the Company to facilitate the provision of the Services and any updates or upgrades of the Application, including any support services. You acknowledge and agree that we may, collect, store and disclose your personal information in compliance with our obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), including but not limited to monitoring and reporting suspicious activity. All such information is gathered in accordance with our Privacy Policy.
- 17.2. These Terms constitute the entire agreement between the parties relating to the subject matter of this agreement and supersede all prior communications and agreements between the parties as to its subject matter, and each party agrees that unless expressly stated in these Terms, that party has not relied on any representation, warranty or undertaking of any kind in relation to the subject matter of these Terms.
- 17.3. We may use information for research, quality control and development purposes, such information will be in a strictly de-identified manner.
- 17.4. If any provision of these Terms or any part of it is unenforceable or void for any reason, then:
 - (a) where such provision can be read down as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - (b) in any other case, such provision must be severed from these Terms in which event the remaining provisions will continue in full force and effect as if the severed provision had not been included.
- 17.5. You must not, without prior written consent of the Company assign, lease, charge, sub-license, or otherwise transfer any of its rights or obligations under these Terms in whole or in part.
- 17.6. Any delay or forbearance by either party in enforcing any provisions of these Terms or any of its rights hereunder will not be construed as a waiver of such provision or right to subsequently enforce the same.
- 17.7. Clause headings have been included in these Terms for convenience only and must not be considered part of, or be used in interpreting, these Terms.
- 17.8. These Terms are governed by the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of Victoria, Australia and the Commonwealth of Australia.

18. Contact Details:

Address: Office 7, 996 Hay Street, Perth WA 6000
Email: info@marketech.com.au
Phone: (08) 9322 8444 (for company-related queries only)