

## CLIENT AGREEMENT

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ABN 99 153 803 804  
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Version 2

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## CLIENT AGREEMENT

This Client Agreement is entered into by and between Rakuten Securities Australia Pty Ltd ("Rakuten Securities Australia"), a company established under the laws of the Australia, and the undersigned individual or legal entity, ("Client") that wants to open a client account ("Account") with Rakuten Securities Australia.

The Client agrees that Rakuten Securities Australia may amend, change, revise, add or modify this Agreement at any time. The most current Client Agreement will be posted to the Website.

The Client understands that this Client Agreement cannot be modified by any verbal statements or written amendments that the Client seeks to make to the Client Agreement without written acceptance from Rakuten Securities Australia.

This Client Agreement shall not be deemed to be accepted by Rakuten Securities Australia nor become a binding contract between the Client and Rakuten Securities Australia until the Client's information is verified and Application is approved by Rakuten Securities Australia.

This Client Agreement, the PDS and other legal documents which form part of the Agreements between you and us will come into effect on the date we open your Account, and, for any new versions thereafter, on the date we notify you.

In consideration of Rakuten Securities Australia's agreement to carry one or more Accounts of the Client and provide services to the Client in connection with the purchase and sale of over-the-counter ("OTC") foreign currency exchange, or other derivatives contracts (collectively referred to as "Rakuten Securities Australia Products"), the Client agrees as follows:

## RISK ACKNOWLEDGMENT

- 1.1 Rakuten Securities Australia is an issuer of contracts for difference (**CFDs**) and margin foreign exchange contract (**Margin FX Contracts**) through its online Trading Platform. Rakuten Securities Australia offers CFDs to the clients on indices, options, currencies, metals, commodities and such other CFDs as may be notified to the Client from time to time.
- 1.2 Client acknowledges that neither Rakuten Securities Australia nor any of its representatives guarantees to the Client that they will profit from trading or investing in Rakuten Securities Australia Products.
- 1.3 Client acknowledges that investments in Margin FX Contracts and CFDs are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their Initial Margin. Client understands that because of the low Margin Requirements in trading Margin FX Contracts and CFDs, price changes in Margin FX Contracts and CFDs may result in the loss of Client's Initial Margin. Client warrants that Client is willing and able, financially and otherwise, to assume the risk of Margin FX Contracts and CFDs trading.
- 1.4 Although Rakuten Securities Australia will have qualified representatives available on the telephone during business hours, a representative may become unavailable due to communication, other malfunction, or high call volume. The Client acknowledges and agrees that they will hold Rakuten Securities Australia harmless for any loss or missed trading opportunity resulting from any communication problems the Client may encounter.
- 1.5 The Client acknowledges that the high leverage available with Margin FX Contracts and CFDs can lead to quick, and potentially large losses. The Client understands that Rakuten Securities Australia encourages the Client to use only that portion of leverage that the Client is comfortable with and to use money management precautions such as, but not limited to, Stop Loss Orders for the purpose of limiting risk. Client acknowledges that placing contingent Orders will not necessarily limit the Client's losses to the intended amounts. Rakuten Securities Australia reserves, at its sole discretion, the right to reduce or increase the amount of leverage given on Account or any Rakuten Securities Australia Product at any time and without notice. Rakuten Securities Australia provides detailed information on leverage and how it operates in the PDS.
- 1.6 The Client acknowledges that Rakuten Securities Australia strongly recommends that when speculating the Client does not risk more capital than the Client can afford to lose. The Client acknowledges that a good general rule is never to speculate with money that, if lost, would alter the Client's standard of living
- 1.7 The Client acknowledges that the Client's potential liability is not limited to the amount the Client pays to Rakuten Securities Australia or the amount that Rakuten Securities Australia holds in the Client Money Trust Account for the Client. Rakuten Security Australia may ask the Client to pay amounts in excess of those amounts to cover any shortfall. The Client understands that it must carefully consider the risks of the Rakuten Securities Australia Products and the Client's capacity to meet its potential liability before investing.
- 1.8 In consideration of Rakuten Securities Australia's opening the Client's Account, Client agrees not to hold Rakuten Securities Australia responsible for losses. Client understands that guarantees of profit or freedom from loss are impossible in trading Margin FX Contracts and CFDs. Client acknowledges that Client has received no such guarantees from Rakuten Securities Australia or from any of its representatives or any introducing agent or other entity with whom Client is conducting his/her Account and has not entered into this Client Agreement in consideration of or in reliance upon any such guarantees or similar representations.

## **2. NO ADVICE AND NO RECOMMENDATIONS**

- 2.1 Client acknowledges that Rakuten Securities Australia does not give investment, legal or tax advice or make trading recommendations. Any information or general financial product advice that Rakuten Securities Australia gives is generic in nature and does not take into account Client's financial situation, needs or personal objectives. In particular, Rakuten Securities Australia does not give the Client advice about whether the Client should open, hold or Close-Out a Contract. The Client must consider the appropriateness of entering into a Contract having regard to Client's own financial situation, needs or personal objectives and obtain Client's own independent financial advice.
- 2.2 The Client further understands that Rakuten Securities Australia does not review the appropriateness or suitability of any Transactions or investment strategies employed in the Account either by the Client or by the Client's duly authorised representative. Client hereby agrees to hold Rakuten Securities Australia and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including legal fees and disbursements), as incurred, as a result of any losses or damages Client may suffer with respect to any such decisions.

## **3. APPLYING FOR AN ACCOUNT**

- 3.1 The Client must complete an Application Form in order to apply for an Account. Rakuten Securities Australia will decide in its sole discretion whether to accept the Application.
- 3.2 Where Rakuten Securities Australia accepts an Application it will open an Account for the Client and require the Client to pay an initial Margin to Rakuten Securities Australia as set out in the PDS. The Client agrees to pay Rakuten Securities Australia in cleared funds and maintain those funds with Rakuten Securities Australia at all times in accordance with the Agreements.

### **Multiple Accounts**

- 3.3 The Client may apply for more than one Account. Where the Client has opened more than one Account with Rakuten Securities Australia, Rakuten Securities Australia will treat the Accounts as entirely separate, except as otherwise expressly provided in the Agreements. Any amount standing to the Client's credit on one Account does not discharge any of the Client's liabilities in respect of another Account.
- 3.4 Where Client requests, Rakuten Securities Australia may, in its absolute discretion, agree to treat the Accounts as one Account. In this case, all references to the Accounts in the Agreements are taken to be the Client's aggregated Accounts.

### **Joint Account Holders**

- 3.5 If more than one (1) person holds the Account, all of the joint holders agree to be jointly and severally liable for the obligations assumed under the Agreements.
- 3.6 Any one or more of the joint holders shall have full authority over and incur full risk for the Account. This includes the authority to:
- deposit funds with and withdraw funds from Rakuten Securities Australia in accordance with the Agreements;
  - to receive notices, confirmations, requests, demands and all other forms of communications; and
  - to settle, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies.
- 3.7 Any notice or other communication provided by Rakuten Securities Australia to one such person is deemed to have been provided to all such persons. Rakuten Securities Australia's rights under the Agreements apply if an Event of Default occurs in respect of any one of such persons.
- 3.8 Rakuten Securities Australia may terminate this Client Agreement by written notice to any one of the joint owners. In the event that Rakuten Securities Australia receives a notice of a dispute between or conflicting instructions from joint holders, Rakuten Securities Australia may place restrictions on the Account, including restrictions on withdrawals or transfers from the Account, until Rakuten Securities Australia receives satisfactory documentation that the dispute has been resolved or the joint holders together give Rakuten Securities Australia instructions.

Please refer to and read section 4 of the PDS for further information.

- 3.9 The Client must deposit sufficient Margin with Rakuten Securities Australia in order to enter into and maintain a Contract with Rakuten Securities Australia (these funds are referred to as "Client Money" for the purpose of the Agreements).
- 3.10 Rakuten Securities Australia holds Client Money separately from Rakuten Securities Australia's own money. Client Money will be deposited and held by Rakuten Securities Australia on trust for the Client. Rakuten Securities Australia deals with these funds in accordance with the Client Money Rules set out in Part 7.8 of Division 2 of the Corporations Act, the relevant regulations in the Corporations Regulations 2001, ASIC Regulatory Guide 212: Client Money Relating to Dealings in OTC Derivatives and ASIC Client Money Reporting Rules 2017 ("Australian Client Money Rules").

- 3.11 The Client acknowledges and agrees that Rakuten Securities Australia may use the Client Money from the Client Money Trust Account for the purpose of meeting its obligations in connection with margining, guaranteeing, securing, transferring, adjusting or settling dealings.
- 3.12 The Client acknowledges and agrees that the Client Money is not kept separately from the money of other clients in the Client Money Trust Account.

Please refer to and read section 4.9.1 of the PDS for further information.

#### **4. MARGIN REQUIREMENTS**

- 4.1 The Client shall provide and maintain Margin in such amounts and in such forms as Rakuten Securities Australia, in its sole discretion, may require. The Client agrees to deposit immediately any additional Margin as and when required by Rakuten Securities Australia.
- 4.2 Rakuten Securities Australia is not under any obligation to keep the Client informed of the Client's Account balance and Margin Requirement (i.e. to make a Margin Call) however if Rakuten Securities Australia in its discretion elects to make a Margin Call it will do so via the Trading Platform.
- 4.3 If, at any time during the term of a Contract, the Free Margin is less than the Margin Requirements on the Account, the shortfall is immediately due and payable to Rakuten Securities Australia. The Client must immediately Close-Out any open Contracts or transfer adequate funds to Rakuten Securities Australia. A failure to pay the shortfall amount to Rakuten Securities Australia will constitute an Event of Default.
- 4.4 Rakuten Securities Australia may change Margin Requirements at any time without prior notice. Rakuten Securities Australia retains the right to limit the amount and/or total number of open Contracts that Client may acquire or maintain with Rakuten Securities Australia. Rakuten Securities Australia reserves the right to Close-Out any open Contracts at any time that it deems necessary.
- 4.5 Where Rakuten Securities Australia is not able to provide the Client with access to the Trading Platform to view the Account information due to circumstances either within or outside Rakuten Securities Australia's control, it will use reasonable endeavours to contact the Client via other means to request additional funds so that the Free Margin equals the Margin Requirement in respect of the Account. The Client accepts that in extreme circumstances where the Contracts are moving or have moved particularly quickly against the Client, Rakuten Securities Australia may not be able to contact the Client before exercising its rights to CloseOut the open Contracts under the Agreements. Rakuten Securities Australia is not responsible for any loss incurred by the Client should this occur. No demands, contact, calls or notices made or given by Rakuten Securities Australia to the Client in any one or more instances invalidates the waiver given by the Client under this clause.
- 4.6 Please refer to and read Section 4 of the Rakuten Securities Australia PDS for further information.

#### **5. CLOSE-OUT OF CONTRACTS**

- 5.1 Rakuten Securities Australia open Contracts do not have set expiry dates and will remain open until Closed Out. An open Contract is Closed-Out on Rakuten Securities Australia's acceptance of the Client's Order requesting Close-Out of the Client's Contract; or by Rakuten Securities Australia under Clause 1.
- 5.2 If a Contract is Closed-Out under clause 1, Rakuten Securities Australia must pay any Profit and the Client must pay any Loss to the extent that such payment has not already been paid.
- 5.3 If a Contract is Closed-Out, Rakuten Securities Australia may set off any amount that it owes to the Client (whether or not due for payment) against any amount due for payment by the Client to Rakuten Securities Australia under the Agreements. Rakuten Securities Australia may do anything necessary to effect any set-off under this clause (including varying the date for payment of any amount owing by Rakuten Securities Australia to the Client).

#### **6. CLOSE OF BUSINESS ACCOUNTING**

##### **6.1 Daily Swaps of Contracts**

When you hold a Contract or Contracts overnight they will be rolled to the next Business Day which may result in you paying a Swap Charge or receiving a Swap Benefit. You should refer to our Product Schedule for detailed information on whether Swap Charge or Swap Benefit is applicable to a particular Product.

The amount of a Swap Charge or Swap Benefit is determined by us and depends on our Swap Rate, being the rates at which you receive or pay interest on Positions that remain open overnight. This is a varying rate dependent upon the applicable rate in the Interbank Rates for the currencies or Bullion, the duration of the rollover period and the size of the Position. a) Entitlement

If you are long on a Margin FX Contract, you may either receive a Swap Benefit or pay a Swap Charge, depending on the currency you are long, subject to paragraph 6.1b.

If you are short on a Margin FX Contract, you may either pay a Swap Charge or receive a Swap Benefit, depending on the currency you are short on, subject to paragraph 6.1c.

b) Long Margin FX Contracts

If you are long on a Margin FX Contract where the bought currency interest rates are higher than the sold currency interest rates you will receive interest at the Swap Rate if you hold the Contract overnight and do not close it before the settlement time. This is because you are holding the higher yielding currency.

On the other hand, if you are long on a Margin FX Contract where the bought currency interest rates are lower than the sold currency interest rates then you will pay interest at the Swap Rate if you hold the Position overnight and do not close it before the settlement time. This is because you are holding the lower yielding currency.

c) Short Margin FX Contracts

If you are short on a Margin FX Contract where the sold currency interest rates are higher than the bought currency interest rates you will pay interest at the Swap Rate if you hold the Position overnight and do not close it before the settlement time. This is because you are holding the lower yielding currency.

On the other hand, if you are short on a Margin FX Contract where the sold currency interest rates are lower than the bought currency interest rates then you will receive interest at the Swap Rate if you hold the Position overnight and do not close it before the settlement time. This is because you are holding the higher yielding currency.

6.2 Settlement

In relation to Swap Charges and Swap Benefits, they will be accrued in the swap value field of your open Contracts. In the event there are insufficient funds in your Account, any amount due to us because of the Swap Charges becomes a debt due and owing by you to us.

**CLIENT REPRESENTATIONS**

**7. GENERAL REPRESENTATIONS AND WARRANTIES**

7.1 The Client acknowledges that the Client and Rakuten Securities Australia have entered into the Agreements in reliance on the representations and warranties set out in this clause.

7.2 The Client represents and warrants that:

- a) The Client is of sound mind, legal age and legal competence and is not subject to any law or regulation which prevents the Client's performance under the Agreements or any Contract or Transaction contemplated by the Agreements;
- b) Regardless of any subsequent determination to the contrary, the Client is suitable to trade in Rakuten Securities Australia Products;
- c) Each person executing this Agreement has been duly authorised by the Client to do so;
- d) No person other than the Client has or will have an interest in the Account;
- e) all necessary consents required in order for the Client to conduct its business and relevant to the performance, validity or enforceability of the Agreements and any Contract or Order have been obtained and are in full force and effect;
- f) the Client (if not a natural person) is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation;
- g) the information provided by the Client is complete, accurate and not misleading in any material respect;
- h) no funds deposited in the Account are subject to an Encumbrance;
- i) the Client has not committed an Event of Default which continues un-remedied;
- j) the Client is in compliance with all laws to which the Client is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- k) there are no actions or claims pending, the adverse determination of which might have a Material Adverse Effect on the Client's ability or the Guarantor's ability to perform their respective obligations under the Agreements, any Contract or Order, or on any other the rights granted to Rakuten Securities Australia;
- l) execution of this Agreement and all Transactions contemplated hereunder have been duly authorised by the Client and will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to the Client;
- m) the Client is not an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by Rakuten Securities Australia, and in the event that the Client becomes so employed, the Client will promptly notify Rakuten Securities Australia via e-mail of such employment;

- n) the Client has read and understands the Risk Disclosure Statement, and Trading Policies contained in this Client Agreement;
- o) the Client has had the opportunity to conduct simulated trading using the demo Trading Platform for a period that has allowed the Client to develop a full understanding of the Trading Platform;
- p) All information provided by the Client to Rakuten Securities Australia, including information regarding the Client's trading experience and investment sophistication, is true, correct and complete, and the Client will notify Rakuten Securities Australia promptly of any changes in such information;
- q) the Client will not engage in Transactions for purposes of arbitrage or exploitation of temporary inaccuracies in any exchange rates or technical discrepancies;
- r) unless stated in the Application Form the Client is not acting as the trustee of a trust;
- s) if the Client completed the Application Form in the name of a body corporate:
  - i). the Client is duly authorised and validly existing under the laws of the Client's jurisdiction of incorporation; and ii). the Client is properly empowered and has obtained the necessary corporate or other authority in accordance with the relevant constitutional and organisational documents;
- t) if the signatory to this Agreement completed the Application in the name of a trustee:
  - i). the trustee is the only trustee of the trust; ii). no action has been taken or proposed to remove the signatory as trustee of the trust; iii). the trustee has power under the trust deed to enter into and comply with the Client's obligations under the Agreements and any Contract or Order;
  - iv). the trustee has in full force and effect the authorisations (including under the trust deed and its constitution (if any)) necessary to enter into the Agreements and any Contract and make an Order, perform obligations under them and allow them to be enforced;
  - v). the trustee has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by the trustee under the Agreements and any Contract or Order and the trust fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which the Client has a right to be indemnified out of the trust fund;
  - vi). the Client has not, and never has been, in default under the trust deed; vii). no action has been taken or proposed to terminate the trust; viii). the trustee has carefully considered the purpose of the Agreements and any Contract or Order and consider that entry into the Agreements and any Contract or Order is for the benefit of the beneficiaries and the terms of the trustee documents are fair and reasonable; and
- u) the Client is not entitled to claim for itself or any of the Client's 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 the Client's obligations under the Agreements or any Contract or Order.

7.3 The above warranties and representations are deemed to be repeated each time the Client places an Order. **Undertaking and**

#### **Acknowledgements**

7.4 The Client and the Guarantor (if relevant) undertake to:

- a) notify Rakuten Securities Australia if any warranty or representation made by the Client or the Guarantor is, or becomes, incorrect or misleading;
- b) do everything necessary to ensure that no Event of Default occurs; and
- c) supply to Rakuten Securities Australia such financial or other information relating to the Client or the Guarantor as Rakuten Securities Australia may reasonably request from time to time.

#### **Disclosure of Financial Information**

7.5 **The Client represents and warrants that the financial information disclosed to Rakuten Securities Australia in the Application is an accurate representation of the Client's current situation.**

#### **Indemnities**

7.6 Without prejudice to any other terms of this Client Agreement Rakuten Securities Australia is not liable to the Client for any losses the Client suffers as a result of: Rakuten Securities Australia's exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy under the Agreements, or Rakuten Securities Australia not accepting the Client's Orders or a delay in accepting the Orders;

7.7 The Client agrees to indemnify and hold Rakuten Securities Australia, its affiliates, employees, agents, successors and assignees harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees, incurred by Rakuten Securities

Australia arising out of the Client's failure to fully and timely perform the Client's responsibilities herein, an Event of Default by the Client, or where any of the representations and warranties fail to be true and correct.

- 7.8 The Client also agrees to pay promptly to Rakuten Securities Australia all damages, costs and expenses, including legal fees, incurred by Rakuten Securities Australia in the enforcement of any of the provisions of this Client Agreement and any other agreements between Rakuten Securities Australia and Client, or incurred by Rakuten Securities Australia acting in accordance with any direction, request or requirement of any regulatory authority or government body in relation to the Account.
- 7.9 The Client agrees to pay amounts due under this clause on demand from Rakuten Securities Australia.
- 7.10 This indemnity survives termination of the Agreements.

## **8. HOW RAKUTEN SECURITIES AUSTRALIA MAY EXERCISE ITS RIGHTS**

- 8.1 Rakuten Securities Australia may exercise a right or remedy or give or refuse consent in any way it considers appropriate (including by imposing clauses under the Agreements). Where Rakuten Securities Australia does not exercise a right or remedy fully or at a given time, Rakuten Securities Australia may still exercise it later.
- 8.2 Rakuten Securities Australia's rights and remedies under the Agreements are in addition to other rights and remedies given by law independently of the Agreements. Rakuten Securities Australia may enforce its rights and remedies in any order it chooses.

## **9. ORDERS**

- 9.1 Rakuten Securities Australia may in its absolute discretion accept an Order from the Client either in whole or in part.
- 9.2 Rakuten Securities Australia is entitled to act on either oral or written Orders of any Authorised Person, any person who appears to Rakuten Securities Australia to be an Authorised Person, notwithstanding that the person is not in fact so authorised; and any Order transmitted using the Client's username, account number, user ID and/or password.
- 9.3 The Client may obtain a quote from Rakuten Securities Australia for a Contract. The Client acknowledges that any quote provided by Rakuten Securities Australia in accordance with this clause is indicative only. No Contract is entered into until the Client's Order is accepted by Rakuten Securities Australia in accordance with the Agreements.
- 9.4 The Client agrees to promptly provide any instructions to Rakuten Securities Australia, that it may reasonably require from time to time. If the Client does not provide the instructions promptly, Rakuten Securities Australia may, in its absolute discretion, take such steps as it considers necessary or desirable (at the Client's cost) for Rakuten Securities Australia's own protection, or the Client's protection. This provision is similarly applicable in situations when Rakuten Securities Australia is unable to contact the Client.
- 9.5 Rakuten Securities Australia may (but are not obliged to) require confirmation in such form as it may reasonably request, if an instruction is to remit money due to the Client or if it appears to Rakuten Securities Australia that such confirmation is necessary or desirable.
- 9.6 The Client acknowledges and agrees that there may be market, liquidity or other conditions that will prevent Rakuten Securities Australia from executing the Client's specific Stop-Loss Orders or Limit Orders at the Client's **requested** price. In some cases the Orders will be executed at prices that are less favourable to the price **requested** by the Client. The Client acknowledges and agrees that they are still responsible for trades executed at levels different from their Orders and that Rakuten Securities Australia is not liable for failure to do so.

### **Acceptance of Order**

- 9.7 An Order becomes binding on Rakuten Securities Australia (and therefore a Contract) when it is accepted by Rakuten Securities Australia. An Order is accepted by Rakuten Securities Australia when it records the Transaction concerning the Contract in Rakuten Securities Australia's records.
- 9.8 If Rakuten Securities Australia accepts an Order this will be visible on the Trading Platform. A written confirmation will not be sent to the client.
- 9.9 If there is a discrepancy concerning a Contract or an Order, Rakuten Securities Australia's records will prevail.
- 9.10 Confirmations visible on the Trading Platform shall be deemed correct and shall be conclusive and binding upon Client if not objected to immediately upon display on the Trading Platform and confirmed in writing within one (1) business day. Failure to object shall be deemed ratification of all actions taken by Rakuten Securities Australia or its agents.
- 9.11 If the bid price for sell Orders or ask price for buy Orders is reached, the Order is filled as soon as possible at the price obtainable in the market. Limit Orders, Stop-Loss Orders, Stop-Limit Orders and Trailing Stop are therefore not guaranteed executable at the specific level or amount.

### **Caellation or modification of Orders**

- 9.12 The Client acknowledges that it may not be possible to cancel or modify an Order. Where the Client's request to cancel or modify an Order is not received by Rakuten Securities Australia prior to acceptance of that Order, the Contract or Close-Out resulting from the acceptance of the Order is valid and binding on the Client and Rakuten Securities Australia under the Agreements.



9.13 Where an attempt by the Client to modify or cancel and replace an Order results in an over-execution of the Order, or the execution of duplicate Orders, the Client shall be responsible for all such executions.

9.14 The Client is responsible for knowing the status of the Client's pending Orders before entering additional Orders.

#### **Error in pricing**

9.15 Where a Material Error occurs in the pricing of Margin FX Contracts or CFDs quoted by Rakuten Securities Australia and a corresponding trade is based on such the Material Error, Rakuten Securities Australia reserves the right, without the Client's consent, to take such steps it reasonably considers necessary to make the required corrections or adjustments on the Account involved. Including amending the terms and conditions of the Margin FX Contract or CFD to reflect what Rakuten Securities Australia considers to have been the fair price at the time the Margin Contract or CFD was entered into had there been no Material Error.

9.16 Rakuten Securities Australia will exercise its rights under this clause reasonably, in good faith and as soon as reasonably practicable after Rakuten Securities Australia becomes aware of the Material Error.

9.17 To the extent practicable, Rakuten Securities Australia will give the Client prior notice of any action it takes under this clause, but if it is not practicable Rakuten Securities Australia will give the Client notice as soon as practicable afterwards.

9.18 In the absence of fraud or gross negligence on Rakuten Securities Australia's part, it is not liable to the Client for any loss, cost, claim, demand or expense that the Client incurs or suffers (including loss of profits or indirect or consequential losses), arising from or connected with the Material Error, including where the Material Error arises from an information service on which Rakuten Securities Australia relies.

#### **Manipulation of Rakuten Securities Australia price, execution process or platform by the Client**

9.19 If Rakuten Securities Australia reasonably believes that the Client has manipulated its prices, its execution processes or the Trading Platform, Rakuten Securities Australia may in its sole and absolute discretion and subject to clause 1.1 without notice to the Client, take any such steps as it deems necessary on that Account:

### **10. TRADING RULES AND PROCEDURES**

The following trading rules and regulations combined with the Rakuten Securities Australia's Public Disclosure Statement outline procedures and policies regarding trading and setting up of an Account with Rakuten Securities Australia. All clients are required to read, understand and adhere to these rules and regulations. Rakuten Securities Australia reserves the right to change any rules or regulations at its sole discretion and at any time.

#### **Liquidation Level**

10.1 Rakuten Securities Australia reserves the right to automatically liquidate a Contract and the Client will be responsible for all losses as a result of the liquidation. Rakuten Securities Australia reserves the right to change the liquidation level at its sole discretion.

10.2 Prices from Rakuten Securities Australia are independent of prices found elsewhere. Clients acknowledge that the prices reported by Rakuten Securities Australia for buying and selling Currency Pairs are independent and can differ from the prices displayed elsewhere or from other liquidity providers in the interbank market. Differences can result from, but are not limited to, changes in liquidity from interbank market makers to Rakuten Securities Australia, an unbalanced position or exposure in Currency Pairs at Rakuten Securities Australia, or differing expectations of price movements in Currency Pairs by Rakuten Securities Australia.

#### **Suspension and Market Disruption**

10.3 If, at any time trading in an Underlying Instrument on any exchange is limited or suspended; or trading is limited or suspended on any exchange so as to restrict trading within any relevant index, such that Rakuten Securities Australia is prevented from determining the price of an Underlying Instrument, then the price of the Underlying Instrument shall be considered to be the price immediately preceding such limitation or suspension.

10.4 If the limitation or suspension continues for 5 Business Days, Rakuten Securities Australia may Close-Out any Contract. In such circumstances Rakuten Securities Australia will determine the Close-Out Date and the Close-Out Value acting in good faith. Rakuten Securities Australia reserve the right at all times during the term of any such limitation or suspension to adjust the price of any affected Underlying Instrument in our reasonable discretion, but having regard to the then prevailing market conditions affecting trading as a whole or trading in such Underlying Instrument.

### **11. CURRENCY FLUCTUATION RISK**

11.1 Where the Client directs Rakuten Securities Australia to enter into any Contract, the Client agrees that any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Account and risk.

### **12. CHARGES**

12.1 The Client shall pay all such charges arising out of Rakuten Securities Australia providing services under this Client Agreement. All such charges shall be paid by the Client as they are incurred, or as Rakuten Securities Australia in its sole and absolute discretion may determine and the Client hereby authorises Rakuten Securities Australia to withdraw the amount of any such charges from the Client's Account.

If the Client fails to pay an amount payable to Rakuten Securities Australia under the Agreements, Rakuten Securities Australia may charge the Client interest on the unpaid amount at the default interest rate, being central bank target cash rate for the relevant Underlying Instrument plus 3% as determined by Rakuten Securities Australia. The amount of default interest will be debited from the Account daily until the amount owed to Rakuten Securities Australia is paid in full.

- 12.2 Occasionally Rakuten Securities Australia may be required to vary its Transaction Fees. Rakuten Securities Australia will provide due notice to the Client of any planned fee variations
- 12.3 Amounts due under this clause are debited from the Account at the time they are incurred by the Client, or as soon as reasonably practicable after.

### **13. RAKUTEN SECURITIES AUSTRALIA TRADING PLATFORM**

13.1 The Trading Platform is an online facility that allows the Client to execute certain Transactions as well as view, download and print the Confirmations and other reports that Rakuten Securities Australia provide in relation to the Account.

13.2 The Client may access and use the Trading Platform to:

- a) submit Orders to Rakuten Securities Australia;
- b) receive the Confirmations and other reports Rakuten Securities Australia provides;
- c) review the Contracts; and
- d) monitor the Client's obligations under the Agreements.

13.3 Confirmations and other reports are made available to the Client at the time that Rakuten Securities Australia posts the relevant information on the Trading Platform. Rakuten Securities Australia may email other reports to the Client in addition to making them available on the Trading Platform.

13.4 The following terms apply to Contracts executed through the Trading Platform:

- a) Rakuten Securities Australia is not liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to any failure of the system, transmission failure or delays or similar technical errors, whether or not the error might be due to factors under Rakuten Securities Australia control;
- b) Rakuten Securities Australia is not liable to the Client for any removal of Profits or Losses the Client might suffer due to errors in quotes which are the result of Rakuten Securities Australia typing errors or feed errors committed or Rakuten Securities Australia erroneous perception of information entered into the system by the Client;
- c) Rakuten Securities Australia is to make the necessary corrections in the Account according to the market value of the Underlying Instrument in question at the time when the error occurs;
- d) Rakuten Securities Australia may offers regularly updated prices to the Client for the Rakuten Securities Australia Products. The price offered by Rakuten Securities Australia may change in the time between when it is offered by Rakuten Securities Australia and when Rakuten Securities Australia receives an Order from the Client, due to the time it takes for transmission between the Client and Rakuten Securities Australia.
- e) the Trading Platform may be available in several versions, which may vary in relation to certain aspects, including but not limited to the level of security applied and products and services available. Rakuten Securities Australia is not liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to the Client's use of a version of the Trading Platform that differs from Rakuten Securities Australia current standard version, with all available updates installed;
- f) the Client is responsible for all Orders and for the accuracy of all information, sent via the Trading Platform using the Client's name, password or any other means of personal identification implemented to identify the Client;
- g) the Client must keep all passwords secret and ensure that third parties do not obtain access to the Client's trading facilities and the Client agrees that it will immediately notify Rakuten Securities Australia of any loss, theft or unauthorised use of Client's Account number and/or passwords;
- h) The Client agrees to indemnify and hold Rakuten Securities Australia harmless from a circumstance where any other person utilising the Client's confidential information provides instructions to Rakuten Securities Australia that may be contrary to the Client's instructions
- i) the Client is liable to Rakuten Securities Australia for Contracts executed by means of the Client's password even if such use might be unauthorised or wrongful; and
- j) the Confirmation that Rakuten Securities Australia made available to the Client on the Trading Platform constitutes Rakuten Securities Australia's confirmation of a Contract, regardless of whether the Trading Platform confirms that the Contract is executed immediately upon transmission of the Client's instructions.

Please refer to and read Section 4 of the Rakuten Securities Australia PDS for further information

### **Technology Risk**

13.5 There is technology risk inherent in trading online or via a software application. The Client acknowledges and agrees that Rakuten Securities Australia does not guarantee that the Client will be able to successfully execute Transactions, monitor their positions, or perform other essential tasks of Rakuten Securities Australia while using the Trading Platform and other technology from Rakuten Securities Australia or from third party vendors known or not known for which Rakuten Securities Australia may rely on. Rakuten Securities Australia will not be responsible for any losses the Client suffers as a result of a technology glitch, error or breakdown.

### **14. RAKUTEN SECURITIES AUSTRALIA - RIGHTS AND RESPONSIBILITIES**

14.1 Rakuten Securities Australia shall not be liable for losses arising from the default of any agent or any other party used by Rakuten Securities Australia under this Client Agreement.

14.2 Rakuten Securities Australia may, with or without notice, and in addition to any other rights it may have under the Agreements Close-Out or cancel all or part of the Client's Contracts as Rakuten Securities Australia reasonably considers appropriate, reduce the Client's position limit, refuse Orders, terminate the Agreements, adjust the price, size or value of a Contract; or adjust the Margin Requirement.

14.3 Rakuten Securities Australia may exercise any of the rights listed above if:

- a) an Event of Default has occurred;
- b) Rakuten Securities Australia reasonably considers that there are abnormal trading conditions;
- c) Rakuten Securities Australia reasonably considers it necessary for the protection of its rights under the Agreements;
- d) Rakuten Securities Australia is unable to make prices in the relevant Contract due to the unavailability of the relevant market information for reasons beyond its control;
- e) Rakuten Securities Australia decides to do so in its absolute discretion and, in this case only, give written notice of such decision to the Client;
- f) Rakuten Securities Australia considers that the Client may be in possession of 'inside information' within the meaning of section 1042A of the Corporations Act;
- g) Rakuten Securities Australia considers that the Client may be in breach of any applicable law;
- h) either party is so requested by the Australian Securities and Investments Commission (ASIC) or any other regulatory agency or authority;
- i) the Client's Free Margin is less than the Margin Requirement in respect of the Account; or
- j) the aggregate of the Contract Value is below the minimum or above the maximum values that Rakuten Securities Australia reasonably considers appropriate in the market.

14.4 The Client accepts that Rakuten Securities Australia may Close-Out any of the Client's Contracts and any relevant proportions of those Contracts that Rakuten Securities Australia decides in its absolute discretion.

### **Reinstatement of Rights**

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

- (a) Rakuten Securities Australia is immediately entitled as against the Client and the Guarantor to the rights under the Agreements to which Rakuten Securities Australia was entitled immediately before the Transaction; and
- (b) on request from Rakuten Securities Australia, the Client and the Guarantor agree to do anything (including signing any document) to restore to Rakuten Securities Australia any rights (including the Guarantee) held by Rakuten Securities Australia immediately before the Transaction.

### **No Merger**

14.6 Rakuten Securities Australia's rights under this 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 Rakuten Securities Australia or any of the Client's other obligations or obligations of the Guarantor to Rakuten Securities Australia, despite any rule of law or equity or any statutory provision to the contrary.

### **Further Steps**

14.7 The Client agrees to do anything Rakuten Securities Australia asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the Client and any other person intended to be bound under this Client Agreement, and if necessary to show that the Client is complying with this Client Agreement.

## **15. GUARANTOR Requirement for a Guarantor**

15.1 The Client's obligations under the Agreements must be guaranteed where the Client is a company (including a trustee), by each director of the company or in any other circumstance where Rakuten Securities Australia determines, in its absolute discretion, that such a guarantee is required.

15.2 The Guarantor acknowledges that Rakuten Securities Australia is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

### **Guarantee**

15.3 The Guarantor unconditionally and irrevocably guarantees to Rakuten Securities Australia the Client's compliance with their obligations in connection with the Agreements, including each obligation to pay money.

15.4 If the Client does not comply with the Client's obligations on time and in accordance with the Agreements, then the Guarantor agrees to comply with those obligations on demand from Rakuten Securities Australia. A demand may be made on the Guarantor regardless of whether Rakuten Securities Australia has made a demand of the Client.

15.5 The Guarantor agrees to pay any amounts due under clause 1 on demand from Rakuten Securities Australia.

### **Indemnity**

15.6 The Guarantor indemnifies Rakuten Securities Australia against any liability or losses arising from, and any Costs Rakuten Securities Australia incurs as a result of the failure by the Client to comply with an obligation, or a warranty or representation made by the Client is found to have been incorrect or misleading when made or taken to be made.

15.7 The guarantee this clause despite any intervening payment, settlement or other thing, extends to all of Client's obligations under the Agreements. The Guarantor waives any right it has of first requiring Rakuten Securities Australia to commence proceedings or enforce any other right against the Client or any other person before claiming from the Guarantor under this guarantee and indemnity.

15.8 Rakuten Securities Australia need not incur expense or make payment before enforcing this right of indemnity.

### **Acknowledgment**

15.9 The Guarantor acknowledges that before entering into this guarantee and indemnity, the Guarantor was given a copy of this Client Agreement and the PDS (and all documents giving rise to the Client's obligation in connection with the Agreements) and had full opportunity to consider their provisions. The Guarantor acknowledges that it is responsible for making itself aware of the Client's financial position and any other person who guarantees any of the Client's obligations in connection with the Agreements.

### **Payments**

15.10 The Guarantor agrees to make payments under this guarantee and indemnity in full, without set-off, counterclaim or any withholding or deduction unless prohibited by law, and in the currency in which the payment is due, and otherwise in Australian Dollars, in immediately available funds.

15.11 If the Guarantor makes a payment that is subject to any withholding or deduction, the Guarantor agrees to pay Rakuten Securities Australia such additional amount to ensure that the amount actually received by us equals the full amount Rakuten Securities Australia would have received had no withholding or deduction been made.

### **The rights of Rakuten Securities Australia are protected**

15.12 The rights given to Rakuten Securities Australia under this guarantee and indemnity, and the Guarantor's liabilities under it, are not affected by any act or omission by Rakuten Securities Australia or any other person.

### **Guarantor's rights are suspended**

15.13 As long as any obligation is required, or may be required, to be complied with in connection with this guarantee and indemnity, the Guarantor may not, without Rakuten Securities Australia's consent:

- a) reduce its liability under this guarantee and indemnity by claiming that the Client or it or any other person has a right of setoff or counterclaim against Rakuten Securities Australia;
- b) exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, mortgage, charge or other encumbrance given in connection with the Agreements or any other amount payable under this guarantee and indemnity;
- c) claim an amount from the Client or another guarantor (including a person who has signed the Application Form as a "Guarantor"), under a right of indemnity; or
- d) claim an amount in the Client's liquidation, administration or insolvency or of another guarantor of any of the Client's obligations (including a person who has signed the Application Form as a "Guarantor").

## 16. ANTI-MONEY LAUNDERING PROCEDURES

- 16.1 The Client acknowledges that to help the government fight the funding of terrorism and money laundering activities, Rakuten Securities Australia is required to obtain, verify, and record information that identifies each person who opens an Account with Rakuten Securities Australia. The Client acknowledges that Rakuten Securities Australia has sole discretion in choosing whether to open an Account for a Client and will make this decision with reference to its obligations pursuant to the AML/CTF Laws and the Know-Your-Client ("KYC") requirements contained therein.
- 16.2 The Client acknowledges that Rakuten Securities Australia may require information from the Client from time to time to comply with the AML/CTF Laws. By submitting an Application Form, opening an Account or transacting with Rakuten Securities Australia, the Client undertakes to provide Rakuten Securities Australia with all information and assistance that Rakuten Securities Australia may require to comply with the AML/CTF Laws. If, with reference to its obligations under the AML/CTF laws, Rakuten Securities Australia is not satisfied with the information provided by the Client, Rakuten Securities Australia may close the Client's Account at any time without further reference or notification to you.
- 16.3 Rakuten Securities Australia may pass on information collected from clients and relating to any Transactions as required by the AML/CTF Laws or other applicable laws and regulations and Rakuten Securities Australia is under no obligation to inform the Client that it has done so.
- 16.4 Rakuten Securities Australia may undertake all such anti-money laundering and other checks in relation to the Client (including restricted lists, blocked persons and countries lists) that Rakuten Securities Australia deems necessary or appropriate, and Rakuten Securities Australia reserves the right to take any associated action without any liability whatsoever to the Client.
- 16.5 The Client also warrants that the Client is not aware and has no reason to suspect that:
- the moneys used to fund the Account 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; or
  - the proceeds of the Client's investment will be used to finance any illegal activities; and
  - neither the Client nor its directors, in the case of a company, are a politically exposed person as the term is used in the AntiMoney Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1).

## 17. RISK DISCLOSURE STATEMENT Disclosure regarding Bankruptcy Protections

- 17.1 The Contracts the Client enters into with Rakuten Securities Australia are not traded on an exchange. Therefore, Client's funds may not receive the same protections as funds used for exchange-traded futures and options contracts, which receive a priority in bankruptcy. Since that same priority has not been given to funds used for OTC derivatives contracts trading, if Rakuten Securities Australia becomes insolvent and the Client has a claim for amounts deposited or profits earned on Contracts with Rakuten Securities Australia, the Client's claim may not receive a priority. Without a priority, the Client is a general creditor and the Client's claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid. Even the Client's funds that Rakuten Securities Australia keeps separate from its own operating funds may not be safe from the claims of other general and priority creditors.

### Volatile Market Conditions

- 17.2 Trading at times of extraordinarily volatile market conditions, e.g. key news announcements may expose the Client to additional risks, including the risk that the Client may not get the price him or her requests. Rakuten Securities Australia cannot and does not guarantee its prices in times of extraordinary market volatility.

### Third Parties

- 17.3 In the event that the Client grants trading authority or control over the Account to a third party trading advisor, whether on a discretionary or non-discretionary basis, Rakuten Securities Australia shall in no way be responsible for reviewing the Client's choice of such trading advisor, or for making any recommendations with respect thereto. Rakuten Securities Australia makes no representations or warranties concerning any trading advisor. Rakuten Securities Australia shall not be responsible for any loss to the Client occasioned by the actions of the trading advisor. Rakuten Securities Australia does not, by implication or otherwise, endorse or approve of the operating methods of any trading advisor.
- 17.4 The Client acknowledges that the Client has no separate agreement with the Client's broker or any Rakuten Securities Australia employee or agent regarding the trading in the Account, including any agreement to guarantee profits or limit losses in the Account.
- 17.5 The Client understands that the Client is under an obligation to notify Rakuten Securities Australia's Compliance Department immediately in writing as to any agreement of this type. Further, the Client understands that any representations made by anyone concerning the Account that differ from any statements the Client receives from Rakuten Securities Australia must be brought to the attention of Rakuten Securities Australia's Compliance Department immediately in writing. The Client understands that the Client must authorise every Transaction prior to its execution unless the Client has delegated discretion to another party by signing Rakuten Securities

Australia's limited power of attorney. Any disputed Transactions must be brought to the attention of Rakuten Securities Australia's Compliance Department pursuant to the notice requirements of this Client Agreement.

17.6 The Client agrees to indemnify and hold Rakuten Securities Australia harmless from all damages or liability resulting from the Client's failure to notify Rakuten Securities Australia's Compliance Department within one (1) Business Day of any of the occurrences referred to herein. All notices required under this section shall be sent to Rakuten Securities Australia at its registered office.

#### **Introducing Broker**

17.7 If the Client is referred to Rakuten Securities Australia by an introducing broker, referring party or third party advisor (each, an "IB"), Rakuten Securities Australia and the Client's IB are wholly separate and independent from one another and there exists no joint venture or partnership relationship between the parties. Additionally, neither the IB nor any other employee or agent of the IB is an agent or employee of Rakuten Securities Australia.

17.8 The Client understands and acknowledges that Rakuten Securities Australia may compensate the Client's IB for introducing the Client to Rakuten Securities Australia and that such compensation may be on a per-trade basis or other basis.

17.9 The Client understands and agrees that if the Account with Rakuten Securities Australia is introduced by an IB, that IB shall have limited access to information regarding the Account, but the IB shall not have the right to enter into any Contracts on the Account unless authorised by the Client under a power of attorney between the Client and the IB granting such IB the right to trade on the Account.

17.10 The Client understands and acknowledges that the Client may have only one IB, a party that originally referred the Client to Rakuten Securities Australia.

17.11 The Client may terminate the Client's relationship with an IB by providing written notice to Rakuten Securities Australia. The Client understands and acknowledges that the Client cannot be considered a client of any other IB.

#### **18. PRIVACY POLICY**

18.1 Rakuten Securities Australia may collect personal information, including non-public personal information, as it deems necessary, and in compliance with its obligations pursuant to the Privacy Act 1988.

##### **Information Disclosures by Rakuten Securities Australia**

18.2 Rakuten Securities Australia will not share non-public personal information about the Client or former clients to anyone, except as permitted or required by law.

18.3 Rakuten Securities Australia maintains numerous safeguards that comply with Australia financial services regulations, and a high degree of cyber and IT security to guard the Client's non-public personal information. Rakuten Securities Australia will continue to protect the privacy of the Client's non-public personal information after the Client ceased being a Client of Rakuten Securities Australia in the same manner as when they were Clients.

#### **19. INCONSISTENT LAW**

19.1 To the extent permitted by law, the Agreements prevail to the extent they are inconsistent with any law:

- a) If there are any inconsistencies between this Client Agreement and the PDS, the PDS will prevail.
- b) A provision of the Agreements that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.
- c) Rights given to Rakuten Securities Australia under the Agreements and the Client's liabilities under the Agreements are not affected by anything, which might otherwise affect them at law.
- d) Any present or future legislation which operates to vary the Client's obligations in connection with the Agreements with the result that Rakuten Securities Australia's 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.

#### **20. COMMUNICATIONS General**

##### **Communications**

20.1 Reports, statements, notices and any other communications shall be transmitted to the Client electronically by posting to the Client's online account via the Trading Platform or via e-mail to the e-mail address on Client's Application Form, or to such other email address as Client may from time to time designate to Rakuten Securities Australia. Occasionally Rakuten Securities Australia may communicate with the Client via postal mail. If the Client does not have access to e-mail, the Client will receive notices and other communications via postal mail. Rakuten Securities Australia is not responsible if the Client does not receive the correspondence sent by postal mail or if the postal mail is delayed, regardless of whether the delay or failure to receive the correspondence was caused by Rakuten Securities Australia or a third party. All communications sent via postal mail or sent by email shall be deemed transmitted by Rakuten Securities Australia when posted or sent and deemed delivered to the Client personally, whether actually received by the Client or

not, unless the sender receives an automated message informing them that the e-mail has not been delivered. Communications take effect from the time they are received unless a later time is specified in them.

20.2 Rakuten Securities Australia may, to the extent of the Client's authorisation, give a communication under the Client Agreement to the Client's Authorised Person.

#### **E-Mail And Electronic Communications**

20.3 All electronic communications, including e-mail, sent to and from Rakuten Securities Australia are subject to monitoring, review or disclosure to someone other than the Client or the Client's intended recipient. All electronic communications, sent to and from a Rakuten Securities Australia address may be retained by Rakuten Securities Australia's IT system.

20.4 The Client acknowledges that there may be delays in e-mail being received by the Client's intended recipient. The Client agrees to hold Rakuten Securities Australia harmless for any delay in e-mail delivery regardless of whether the delay was caused by Rakuten Securities Australia or a third party.

20.5 The Client agrees not to use e-mail to transmit Orders to purchase or sell Margin FX Contracts and CFDs, and further agrees that Rakuten Securities Australia is not liable for any actions taken or any omissions to act as a result of any email message the Client sends to Rakuten Securities Australia.

#### **Errors**

20.6 The Client must verify the contents of each document received from Rakuten Securities Australia. Rakuten Securities Australia will take such documents to be correct and conclusive, unless the Client notifies Rakuten Securities Australia in writing to the contrary within 3 Business Days of receiving the document.

#### **Recordings**

20.7 The Client agrees and acknowledges that all conversations regarding the Account(s) between the Client and Rakuten Securities Australia's personnel may be electronically recorded with or without the use of an automatic tone-warning device.

20.8 The Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving the Client or Rakuten Securities Australia. The Client understands that Rakuten Securities Australia destroys such recordings at regular intervals in accordance with Rakuten Securities Australia's established business procedures and the Client hereby consents to such destruction.

### **21. REVENUE SHARING DISCLOSURE**

21.1 The Client acknowledges that Rakuten Securities Australia may enter into revenue sharing arrangements with or retain the services any other third party vendors in connection with technology support, back office and operational support functions relating to the Accounts. The Client further acknowledges that Rakuten Securities Australia reserves the right to enter into such compensation or revenue sharing arrangements any other third party vendors based on volume traded, bid/offer pricing or other outside Transaction Fee or revenue sharing models.

### **22. INTELLECTUAL PROPERTY AND COPYRIGHT**

22.1 All copyright, trademark, trade secret and other intellectual property rights in the Trading Platform shall remain at all times the sole and exclusive property of Rakuten Securities Australia and/or its third party service providers and the Client shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein.

22.2 The Client will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platform. The Client will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platform or in the manner in which it operates.

### **23. FOREIGN ACCOUNTS**

23.1 If the Client is not residing in Australia ("Foreign Accounts"), the Client may be asked to comply with requests for special information by Rakuten Securities Australia as required by any governmental unit or regulatory agency.

### **24. BINDING EFFECT**

24.1 This Client Agreement shall be continuous and shall cover, individually and collectively, all Accounts of the Client at any time opened or reopened with Rakuten Securities Australia irrespective of any change or changes at any time in the personnel of Rakuten Securities Australia or its successors, assigns, or affiliates.

24.2 This Client Agreement including all authorisations, shall inure to the benefit of Rakuten Securities Australia and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the Client and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of the Client.

## 25. TERMINATION

25.1 This Client Agreement shall continue in effect until termination, and may be terminated by the Client at any time when the Client has no open Contract(s) and no liabilities held by or owed to Rakuten Securities Australia. Termination is effected on receipt by Rakuten Securities Australia of written notice of termination via e-mail.

25.2 Rakuten Securities Australia may Close-Out any Contracts and terminate this Client Agreement:

- a) at any time whatsoever upon the transmittal of 7 days' written notice of termination to Client; or
- b) immediately, following an Event of Default, or to otherwise protect Rakuten Securities Australia interests, without notice to the Client.

Termination by Rakuten Securities Australia will cancel the Client's rights associated with the use of the Trading Platform.

25.3 On termination by either party, Rakuten Securities Australia may consolidate all Accounts held by the Client, and deduct all amounts due to Rakuten Securities Australia from any Account, before transferring any credit balances on any Account to the Client (i.e. set off).

25.4 After the Agreements have been terminated, in addition to the rights set out above, all indemnities, warranties, representations and obligations made or given by the Client and Guarantor pursuant to the Agreements continue to have full force and effect. Any exclusion of Rakuten Securities Australia liability under the Agreements will continue to have full force and effect.

## 26. CLOSE-OUT OF CONTRACTS

26.1 An open Contract is Closed-Out on Rakuten Securities Australia's acceptance of the Client's Order requesting Close-Out of the Client's Contract; or by Rakuten Securities Australia under Clause 1.

26.2 If a Contract is Closed-Out Rakuten Securities Australia may set off any amount that it owes to the Client (whether or not due for payment) against any amount due for payment by the Client to Rakuten Securities Australia under the Agreements. Rakuten Securities Australia may do anything necessary to effect any set-off under this clause (including varying the date for payment of any amount owing by Rakuten Securities Australia to the Client).

## 27. FORCE MAJEURE

27.1 Rakuten Securities Australia shall not be liable to the Client for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including legal fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalisations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Rakuten Securities Australia, the Client, any market, or any settlement or clearing system.

## 28. GOVERNING LAW AND JURISDICTION

28.1 This Client Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of the State of New South Wales, Australia, without regard to choice of law principles, and the Client submits to the non-exclusive jurisdiction of the courts of that place.

## 29. USE OF RAKUTEN SECURITIES AUSTRALIA'S WEBSITE

29.1 The Rakuten Securities website ("**the Website**") is not customised for the Client and the Client understands that the information provided to the Client is not a recommendation to the Client about the suitability of a purchase and/or sale of any Rakuten Securities Australia Product. Rakuten Securities Australia may without notice to the Client change, revise, modify, add, upgrade, remove or discontinue any part of the Website. The Website may include hyperlinks to third party websites. Rakuten Securities Australia is not responsible for the information or content provided by such third party websites. The Client agrees at all times to rely upon the Confirmations and statements as the official records of the Account.

29.2 The Client agrees that the market data, news and other information available to the Client through the Website is for the Client's personal use and that the Client will not retransmit or republish this information in any form without the written consent of Rakuten Securities Australia.

## 30. NO WAIVER OR AMENDMENT

30.1 No waiver or amendment of this Client Agreement may be implied from any course of trading between the parties or from any failure by Rakuten Securities Australia or its agents to assert its rights under this Client Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognised as enforceable.



### **31. SEVERABILITY**

- 31.1 This Client Agreement, any attachments hereto, the PDS, the Financial Service Guide and any provisions contained in statements and Confirmations, constitute the entire agreement between the Client and Rakuten Securities Australia with respect to the subject matter hereof.
- 31.2 If any provision or condition of this Client Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such provision shall be deemed modified, or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Client Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

### **32. ACCOUNT TRANSFER AND ASSIGNMENT**

- 32.1 The Client authorises Rakuten Securities Australia to transfer and assign the Account to any legal entity or company effective after Rakuten Securities Australia provides the Client prior written notice.
- 32.2 The Client may not transfer or assign this Client Agreement without Rakuten Securities Australia's prior written consent. Any purported assignment by the Client in violation of this provision is null, void and unenforceable.

### **33. CONSENTS AND FURTHER AGREEMENTS Consent to electronic transmission of Confirmations & Account statements**

- 33.1 The Client hereby consents to have the Account information and Confirmations available on the Trading Platform, in lieu of having such information delivered to the Client via mail or e-mail.

#### **Authorisation to transfer funds**

- 33.2 The Client hereby agrees that Rakuten Securities Australia may, at any time and from time to time, in the sole discretion of Rakuten Securities Australia, apply and transfer from any of the Accounts with Rakuten Securities Australia to any of the Client's other accounts, whether held at Rakuten Securities Australia or other approved financial institutions, any of the Contracts, currencies, securities or other property of the Client held either individually or jointly with others to another Account.

#### **Agreement to use collateral**

- 33.3 The Client authorises Rakuten Securities Australia to sell, pledge, assign, invest, commingle and otherwise use any collateral held by Rakuten Securities Australia, including, but not limited to, using the Contracts as collateral for a loan to Rakuten Securities Australia, and, further trading with the collateral, as provided under the Agreements. Where the Account consists of more than one Account, this authorisation shall apply to all of Client's Accounts with Rakuten Securities Australia. This authorisation to use collateral shall remain in effect so long as the Account with Rakuten Securities Australia remains open or the Client has any obligations of any kind to Rakuten Securities Australia, under this Client Agreement.

### **34. CREDIT**

- 34.1 The Client authorises Rakuten Securities Australia or agents acting on behalf of Rakuten Securities Australia to investigate the Client's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as Rakuten Securities Australia shall deem appropriate to verify information regarding the Client.
- 34.2 The Client further authorises Rakuten Securities Australia to investigate the Client's current and past investment activity, and in connection therewith, to contact such futures Transaction Fees merchants, exchanges, broker/dealers, banks, compliance data centres, and any other financial and investment institution as Rakuten Securities Australia shall deem appropriate.
- 34.3 Upon reasonable request made in writing by the Client to Rakuten Securities Australia, the Client shall be allowed to review any records maintained by Rakuten Securities Australia relating to the Client's credit standing. The Client shall also be allowed, at the Client's sole cost and expense, to copy such records.

#### **Tax Obligations**

- 34.4 The Client 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 under the Agreements. The Client agrees to indemnify Rakuten Securities Australia and keep it indemnified against any liability arising as a result of the Client's failure to do so.

#### **GST**

- 34.5 Consideration for any supply under the Agreement is exclusive of GST unless expressly stated to be inclusive of GST.

Words in this clause have the same meanings as given to them in A New Tax System (Good and Services Tax) Act 1999 (Cth).

#### **Withholding**

- 34.6 If the Client makes any payment which is subject to any withholding or deduction, the Client must pay Rakuten Securities Australia the applicable, additional amount to ensure that the amount actually received by Rakuten Securities Australia equals the full amount it would have received had no withholding or deduction been made.

34.7 If Rakuten Securities Australia makes any payment which is subject to any withholding or deduction, it will pay the Client the net amount after making such withholding or deduction and will not pay the Client an additional amount.

### **35. DISPUTES OR COMPLAINTS**

35.1 Any dispute, claim or controversy between the Client and Rakuten Securities Australia and/or its officers, directors, agents or employees, arising out of or relating to this Client Agreement, the Account with Rakuten Securities Australia or any other Transactions should in the first instance be reported to the Compliance Division of Rakuten Securities Australia, who will promptly attempt to resolve the issue. The contact details for doing so are available on the Website and in the PDS.

35.2 Initially, all complaints will be handled and investigated internally. Rakuten Securities Australia will use best endeavours to resolve the Client's complaint within 45 days of receipt of the Client's written complaint. If Rakuten Securities Australia requires more time due to the nature of the Client's complaint or due to another reasonable consideration Rakuten Securities Australia will, before the 45 days have elapsed, advise the Client in writing that this is the case.

35.3 If after the internal resolution process the outcome is not satisfactory the Client, the Client has the right to complain to the Financial Ombudsman Service Australia (FOS). FOS is an external complaints and dispute resolution body, of which Rakuten Securities Australia is a member (membership number 29851). The service to the Client is free. The contact details for FOS are:

Financial Ombudsman Service Australia

G.P.O. Box 3

Melbourne VIC 3001

Toll Free: 1800 367 287

Facsimile: +61 (3) 9613 6399

Website: [www.fos.org.au](http://www.fos.org.au)

Email: [info@fos.org.au](mailto:info@fos.org.au)

35.4 ASIC also has an information line on 1300 300 630 which the Client may use to make a complaint and obtain information about their rights.

35.5 Please refer to Section 6.11 of the PDS for further information on how complaints are to be handled under the Agreements.

35.6 The Client should note that this clause 35 will not prevent Rakuten Securities Australia from commencing proceedings in any other relevant jurisdiction for the enforcement of any such determination.

### **36. TRADING HOURS**

36.1 Rakuten Securities Australia's trading week opens at 8.00am Monday AEST (equivalent of 5:00pm Sunday EST) and closes at 8.00am Saturday AEST (equivalent of 5.00pm Friday EST). These times are subject to change.

36.2 Rakuten Securities Australia will announce and display on a best efforts basis a holiday schedule on the Website when trading will not take place. In the event of a holiday, Rakuten Securities Australia will pre-announce the start-up time when trading will resume in advance and display the information on the Website.

36.3 Rakuten Securities Australia reserves the right at its sole discretion to conduct special technical maintenance times when trading electronically may not be available.

36.4 If an event under the Agreements 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.

### **37. Term**

37.1 This Client Agreement commences when Rakuten Securities Australia accepts the Application and will remain in force unless terminated in accordance with this Client Agreement.

### **38. DEFINITIONS**

**AEST** means Australian Eastern Standard time.

**Account** means the Client's account with Rakuten Securities Australia established under this Client Agreement.

**AFSL** means the Australian Financial Service Licence (Number: 418036) held by Rakuten Securities Australia.

**Agreements** means the Client Agreement, this PDS, the Application Form, the Financial Service Guide and any other information located on the Website and the Trading Platform, which together govern our relationship with you.

**AML/CTF Laws** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and all regulations, rules and instruments made under that legislation, as updated, replaced or amended from time to time.

**Application** means the application by the Client to open an Account with Rakuten Securities Australia on the terms and conditions set out in the Agreements.

**Application Form** means the form available on our Website, which must be completed in order to open an Account.

**Australian Dollars, \$A or AUD** means the lawful currency of the Commonwealth of Australia.

**Authorised Person** means the persons that the Client authorises to give instructions to Rakuten Securities Australia.

**Business Day** means Monday to Friday between 8.30am and 5pm AEST and a day on which banks are open for general banking business in New South Wales, Australia (not being a public holiday in that place).

**CFD** means a contract for difference that Rakuten Securities Australia offers to its clients from time to time under the Agreements.

**Client** means to the undersigned individual who opens an Account with Rakuten Securities Australia.

**Client Agreement** means the terms of the Client's Account with Rakuten Securities Australia. Variations or additional terms may be notified to the Client from time to time in accordance with the current Client Agreement.

**Client Money** means the money that the Client has deposited with Rakuten Securities Australia and which it holds under the Australian Client Money Rules.

**Close of Business** means 5.00pm Sydney AEST on Friday

**Close-Out or Closed-Out** means the termination of all or part of a Contract in accordance with clause 1 of this Client Agreement.

**Close-out Value** for a Contract means the amount calculated as follows:

Underlying Instrument Price x Contract Size (in each case, as applying to the Contract)

**Confirmation** means a message from Rakuten Securities Australia to the Client confirming Client's Transaction in respect of a Contract sent over the Trading Platform or by any other means determined appropriate by Rakuten Securities Australia.

**Contract** means an over the counter derivative contract between the Client and Rakuten Securities Australia which is an agreement to pay or receive the change in value of an Underlying Instrument, which will result in long or short exposure.

**Contract Size** means the standard volume per 1 Lot expressed either in ounces or number of Contracts. An indicating of the standard transaction size of Rakuten Securities Australia Product is available in the Product Schedule on the Website.

**Contract Value** means the face value of Rakuten Securities Australia Product and is calculated by Rakuten Securities Australia by multiplying the applicable price (or, if an index, the level) by the number of (or Lots traded and the Contract Size) of the Rakuten Securities Australia Product.

**Corporations Act** means the Corporations Act 2001 (Cth), as updated, replaced or amended from time to time.

**Costs** include all costs, charges and expenses incurred in connection with your dealings with Rakuten Security Australia.

**Currency** means a currency that Rakuten Securities Australia nominate as being available to underlie a Contract; **Currency**

**Pair** means a pair of currencies that are traded against each other.

**Encumbrance** means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit a prendre, easement or any other security arrangement or any other arrangement having the same effect.

**EST** means Eastern Standard Time

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

- a) the Client fails to pay on time any amount payable by the Client in the manner required under the Agreements, including, for the avoidance of doubt, any situation where the Free Margin on the Client's Account at any time is less than the Margin Requirement;
- b) the Client fails to comply with any obligation under the Agreements (other than those covered by sub-clause (a) and, if the non-compliance can be remedied, the Client fail to remedy the non-compliance within 7 days;
- c) 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;
- d) any change in law or interpretation which makes it unlawful for us to give effect to any provision of the Agreements;
- e) Rakuten Securities Australia or the Client are requested to end a Contract (or any part of a Contract) by any regulatory agency or authority;
- f) the Client dies or becomes of unsound mind;

- g) a representation or warranty made, or taken to be made, by or for the Client in connection with the Agreements is found to have been incorrect or misleading when made or taken to be made;
- h) the Client exceed the limit placed by Rakuten Securities Australia on the sum of the Contract Values for all Contracts between Rakuten Securities Australia and the Client, on the Account;
- i) the Client or a Guarantor becomes insolvent;
- j) where the Client is trustee of a trust:
  - i). the Client ceases to be the trustee of the trust or any step is taken to appoint another trustee of the trust, in either case without the Client's consent; or
  - ii). an application or order is sought or made in any court for:
    - A). removal of the Client as trustee of the trust;
    - B). property of the trust to be brought into court or administered by the court or under its control; or
    - C). a notice is given or meeting summoned for the removal of the Client as trustee of the trust or for the appointment of another person as trustee jointly with the Client;
- k) the Agreements or a transaction in connection with the Agreements is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable ("claimed" in this clause means claimed by the Client or anyone on behalf of any of it);
- l) distress, execution or other process is levied against any of the Client's property and is not removed, discharged or paid within 7 days;
- m) any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or chargee takes steps to enforce the security or charge; or
- n) Rakuten Securities Australia reasonably considers it necessary for our own protection or the protection of our associates.

**Free margin** means, at any time, the excess (if any) of the balance of the Account at that time over the Margin Requirement.

**Guarantor** means any person(s) identified as such in the Application.

**Hedging Counterparty** means any counterparty with which Rakuten Securities Australia has deemed suitable to form an agreement to pass trades to in order to manage risk.

**IB** means an introducing broker.

**Initial Margin** means the amount that must be placed on the Client's Account before a Contract is opened. This is calculated in accordance with Section 4 of the Rakuten Securities PDS.

**Insolvent** means:

- a) The party commits an act of bankruptcy;
- b) a liquidator or trustee in bankruptcy or similar person is appointed to the party;
- c) the party is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- d) the party is in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to its property;
- e) you are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved;
- f) 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 the party, which is preparatory to or could result in any of (a), (b) or (c) above;
- g) the party is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- h) the party is subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or makes a statement from which the other party reasonably deduces you are a subject);
- i) the party is otherwise unable to pay their debts when they fall due; or
- j) something having a substantially similar effect to (a) to (g) happens in connection with the party under the law of any jurisdiction.

**Limit Order** means an order used to either open or close a position at a predetermined price that is more favourable to the Client than the current market price.

**Long Party** means in respect of any Contract the party identified in the Confirmation as having notionally bought the Underlying Instrument.

**Loss** means, the difference between the Opening Value of the Contract and the Close-Out Value of the Contract if the Client is:

- a) the Long Party and the Close-Out Value of the Contract is lower than the Opening Value of the Contract; or
- b) the Short Party and the Close-Out Value of the Contract is higher than the Opening Value of the Contract.

**Margin** means the amount of cash or other assets paid to Rakuten Securities Australia and credited to the Client's Account as Margin.

**Margin Call** means a call on the Client normally made via the Trading Platform, requesting the Client to top up the amount of money the Client have in the Client's Account as Margin.

**Margin FX Contract** means a contract between the Client and Rakuten Securities Australia under which the Client may make a profit or incur a loss arising from fluctuations in the price of the foreign currency.

**Margin Requirement** means that amount of money that the Client is required to pay to and deposit with Rakuten Securities Australia for entering into a trade and/or maintaining an open Contract.

**Material Adverse Effect** means having a significant or consequential impact on; a party's ability to comply with its obligations under the Agreement, a party's rights under the Agreement or the business or financial position of the client.

**Opening Value** means Opening Underlying Instrument Price x Contract Size

**Opening Underlying Instrument Price** means the Underlying Instrument Price on opening the Contract as agreed between the Parties.

**Order** means any request placed by the Client to enter into a Transaction.

**OTC** means "over the counter", in contrast with regulated exchange trading.

**PDS** means the Rakuten Securities Australia Product Disclosure Statement, which is part of the Agreements.

**Profit** means the difference between the Opening Value of the Contract and the Close-Out Value of the Contract if the Client is:

- a) the Long Party and the Close-Out Value of the Contract is higher than the Opening Value of the Contract; or
- b) the Short Party and the Close-Out Value of the Contract is lower than the Opening Value of the Contract.

**Rakuten Securities Australia** means Rakuten Securities Australia Pty Ltd ABN 99 153 803 804; AFSL 418 036 and, in accordance with the terms, any person who is a permitted assignee or other successor to Rakuten Securities Australia.

**Rakuten Securities Australia Platform** or **Trading Platform** or **Platform** means any online software for entering into Contracts in Margin FX Contracts and CFDs made available by Rakuten Securities Australia under the Agreements.

**Rakuten Securities Australia Products** means all products that are issued by Rakuten Securities Australia.

**Representatives** mean an officer, partner, principal, employee or other agent of a Client.

**Swap Benefit** means a benefit you may receive on a Position held overnight in a Margin FX contract or CFD and which is described in clause 6 of this Client Agreement.

**Swap Charge** means a charge you may have to pay on a Position held overnight in a Margin FX contract or CFD and which is described in clause 6 of this Client Agreement.

**Swap Rate** means the rate determined by us from time to time having regard to, among things, Interbank Rates.

**Set Off** means where amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable must pay the excess to the other party.

**Short Party** means the party identified in the Confirmation as having notionally sold the Underlying Instrument.

**Stop Loss Orders** means an order that allows the Client to specify a price at which the Client wishes to close out a position or open a position.

**Technology** means trading technology used in connection with foreign exchange Transactions made by the Client, and includes, but is not limited to, the Trading Platform, Rakuten Securities web applications, application program interfaces, software, software code, programs, protocols and displays.

**Trading Platform** means the Rakuten Securities Australia online trading terminal and any later variation, upgrade or replacement of it.

**Transaction** means dealing between the parties in any of the kinds of Rakuten Securities Australia Products.

**Underlying Instrument** means the instrument which Rakuten Securities Australia lists as being available to underlie an Order or Contract. An Underlying Instrument could be an index, Commodity, currency, futures contract, Bullion, equity, Crypto Currency or other instrument or asset or factor the reference to which the value of a financial product is determined.

**Website** means the Rakuten Securities Australia website; <https://sec.rakuten.com.au>

### 38.1 References to certain general terms

Headings (including those in brackets at the beginning of clauses) are for convenience only and do not affect the interpretation of the Agreements.

Unless the contrary intention appears, a reference in these Agreements to:

- a) (singular includes plural) the singular includes the plural and vice versa;
- b) (variations or replacement) a document (including this 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, reenactments 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, AUD, 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 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;
- m) (reference to anything) anything (including any amount) is a reference to the whole and each part of it.