

COMPASS GLOBAL HOLDINGS PTY LIMITED
ACN 159 256 014 AFSL 426810
CLIENT AGREEMENT

1. HOW THIS AGREEMENT WORKS

- 1.1 This Agreement is a contract between you and Compass Global Holdings Pty Limited. It sets out the terms and conditions that apply to your use of our Services. You agree that your use of our Services shall constitute your acceptance of this Agreement.
- 1.2 If you do not want to be bound by this Agreement, you must stop using our Services. The Agreement will continue to apply to your previous use of our Services.
- 1.3 Before you sign up for our Services, you must read any "Client Agreement" updates on the Website. All future changes set out in a Client Agreement update are incorporated by reference into this Agreement. The changes will take effect on the date specified.

2. AMENDMENTS TO THIS AGREEMENT

- 2.1 We may amend this Agreement at any time, for example if we change the functionality of our Services or as required by Law.
- 2.2 We will post any revised version of this Agreement on the Website. With the exclusion of any substantive changes referred to in clause 2.3, the revised Agreement will take effect as soon as it is posted on the Website.
- 2.3 If we make any substantive changes to this Agreement which may negatively impact your use of our Services in a material way, we will post a notice of those changes on the Website and email you a notification. You agree to receive such notices in this way.

The changes will take effect on the date specified on the Website, which will be at least ten (10) Days after we send the notification email to you.

- 2.4 Subject to clause 2.3, we may not provide ten (10) Days prior written notice where we add new functionality to our Services.
- 2.5 By continuing to use our Services after any amendments to this Agreement, you agree to abide and be bound by any changes. If you do not agree with any changes we make to this Agreement, you may terminate this Agreement by closing your account.

3. DEFINITIONS AND INTERPRETATION

- 3.1 Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

Agreement means this Client Agreement, together with all documents referred to.

Authorised User means a person authorised by the Client to access the Services and/or enter into Orders or provide payment instructions on the Client's behalf.

Call Currency Amount means the amount of currency to be bought upon exercise of the Call Option as specified in the related Trade Contract Terms.

Call Option means an Order which gives a buyer the right to buy from the seller the Call Currency Amount at the Strike Price.

Cancellation Event means the situation where the Client determines that they wish to cancel an Order or where the terms of this Agreement afford Compass the right to cancel a Client's Order(s) or to terminate this Agreement and any Orders entered into thereunder.

Client, you or your means the person or entity named as the Client in the application to open an account with Compass, together with the Client's:

- (a) subsidiaries, affiliates, successors and/or assigns; and
- (b) officers, directors, employees and agents.

Close Out or Closing Out in relation to a Financial Product means discharging or satisfying the obligations of Compass and the Client under the Financial Product which includes matching up the Financial Product with a Financial Product of the same kind under which the Client has taken an offsetting opposite position.

Credit Limit means the limit on the total amount of credit that Compass will provide to the Client.

Compass, we, our or us means Compass Global Holdings Pty Ltd, its subsidiaries, holding companies, successors and/or assigns, as well as its officers, directors, employees and agents.

Cut-Off Time means the time (AEST) for the destination country of the international payment by which cleared funds need to be received by us in order for an international payment to be made on any Day. These times are set out on the Website.

Day means a day on which commercial banks are open for business (including dealings in foreign exchange) in Sydney, New South Wales or any other place specified by Compass for that purpose.

Deposit means the amount deposited by the Client with Compass as requested by Compass in relation to all Forward Contracts and Options Contracts at the time of booking and at any time prior to the Value Date which is a part-payment toward the agreed Order value and not client monies.

Exercise Date means the date on which the seller of an Options Contract accepts an Exercise Notice.

Exercise Notice means the notice given by the buyer to the seller of its intention to exercise an Option.

Expiry Date means the last day on which the seller of an Options Contract accepts an Exercise Notice and includes any variation to the original date (being either an earlier or a later date) agreed with the Client or otherwise permitted under this Agreement.

Financial Product means a Spot Contract, Forward Contract or Options Contract.

Force Majeure means events or causes including, but not limited to, the following: an act of God, peril of the sea, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of Law or any damage of Compass' hardware or systems, unless occurring as a result of an act, omission, default or negligence of the Client or Compass.

Forward Contract means an Order conferring the obligation, to buy or to sell a specified amount of a currency at a specified exchange rate within a predetermined point in time between three (3) Days and 12 months after the Order is entered into.

Historical Rate Rollover means in relation to a Forward Contract the practice of rolling over the Forward Contract upon maturity at the historical exchange rate from inception having regard, when determining the new exchange rate, to the In the Money or Out of the Money state of the Forward Contract.

Instruction means any instruction or request given by the Client to Compass offering to enter into a Financial Product as provided for under clause 8.2.

In the Money means the value of the original Forward Contract or Options Contract is more favourable than the current Mark to Market value.

Law means any local or foreign law, regulation or judgment, court order or sanctions regimes which Compass is subject to.

Mark to Market means the revaluation of a Forward Contract or an Options Contract to reflect its current market value rather than its original value. Compass shall have the right, at its sole discretion, to determine the Mark to Market value on a daily or intra-daily basis.

Margin Call means an amount to be paid to Compass, in addition to the Deposit, as solely determined by Compass having regard to the factors set out in clause 19.2.

Notice means a notice required or permitted to be given under this Agreement or for the purposes of this Agreement.

Online Services means the Services which provide the ability for clients to transact with Compass by way of an online trading platform.

Options Contract means an Order conferring the right, but not the obligation, to buy (call) or to sell (put) a specified amount of a currency at a specified exchange rate within a predetermined time period. Options will only be entered into with Wholesale Clients.

Order means a Financial Product entered into between Compass and the Client under the applicable Trade Contract Terms.

Out of the Money means the value of the original Forward Contract or Options Contract is less favourable than the current Mark to Market value.

Premium means the amount that is payable by the buyer to the seller on the Premium Payment Date for the Options Contract.

Premium Payment Date means two (2) Days after the Client and Compass have entered into the Options Contract.

Purchase Currency means the currency being bought by Compass and sold by the Client.

Put Currency Amount means the amount of currency to be sold on exercise of the Put Option as specified in the related Trade Contract Terms.

Put Option means an Order which gives a buyer the right to sell to a seller the Put Currency Amount at the Strike Price.

Quoting Error means a typographical error, a fraudulent or otherwise unauthorised Instruction (including where that instruction is due to a cyber security breach) or other mistake in a quote, exchange rate indication or Trade Contract Terms that Compass reasonably believes to be

material.

Reciprocal Obligation means Compass' obligations to the Client in relation to an Order, a Margin Call or a Deposit. For example, under a Spot Contract this will be Compass' obligation to sell or buy from the Client a specified amount of a currency at a specified exchange rate within two (2) Days after the Order is entered into.

Sale Currency means the currency being sold by Compass and purchased by the Client.

Security Details means the information required by Compass before granting access to the Online Services as set out in clause 11.3.

Services means the foreign exchange trading and payment services and functionality that Compass will provide to you as provided in, and contemplated by, this Agreement.

Settlement Date means the date for settlement of the payment rights and obligations under an Order, as specified in the relevant Trade Contract Terms and includes any variation to the original date (being either an earlier or a later date) agreed with the Client or otherwise permitted under this Agreement.

Settlement Period means the range of dates for settlement of the payment rights and obligations under an Order, as specified in the relevant Trade Contract Terms and includes any variation to the original range of dates (being either an earlier or a later date or range of dates) agreed with the Client or otherwise permitted under this Agreement.

Spot Contract means an Order conferring the obligation to buy or to sell a specified amount of a currency at a specified exchange rate within two (2) Days after the Order is entered into.

Stop Loss Order means an Order that specifies an exchange rate at which Compass will Close Out an open position if the market exchange rate becomes less favourable to you.

Strike Price means the exchange rate specified in the Trade Contract Terms at which the Put Currency Amount or the Call Currency Amount will be exchanged if the Options Contract is exercised, as agreed on the Trade Date.

Take Profit Order means an Order that specifies the exact exchange rate at which Compass will Close Out an open position for a profit.

Trade Confirmation means a document issued by Compass confirming the details of the Financial Product entered into between the Client and Compass.

Trade Contract Terms means the exchange rate and timing of payment at which Compass is offering to the Client a Financial Product as set out in the Trade Confirmation and in other communications between you and Compass.

Trade Date means the date on which a Financial Product is entered into between the buyer and seller.

Value Date means either the Day selected by the Client and agreed by Compass for the settlement of an Order or if there is no such Day, then for a Spot Contract the third Day after the execution of an Order by the Client and includes any variation to the original date (being either an earlier or a later date) agreed with the Client or otherwise permitted under this Agreement.

Website means the Compass website located at www.compassmarkets.com.

Wholesale Client has the same meaning as in section 761G of the *Corporations Act 2001* (Cth).

3.2 If the Client is comprised of two or more legal persons then a reference to a right or obligation of

the Client under this Agreement or under a transaction contemplated by this Agreement confers that right or imposes that obligation, as the case may be, jointly and severally on those persons.

4. THIS AGREEMENT

- 4.1 This Agreement sets out the terms and conditions upon which any transactions between the Client and Compass will be conducted, relating to the provision of advice to the Client or the execution of Orders.
- 4.2 This Agreement is in addition to other documents (including but not limited to the Product Disclosure Statement and the Financial Services Guide) that may have been exchanged between the parties.

5. CLIENT REPRESENTATIONS AND WARRANTIES

5.1 The Client warrants that:

- (a) in the case of an individual or more than one individual, they are of full age and capacity;
- (b) in the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement and all Orders made or to be made; and
- (c) in any case, this Agreement and such Orders are and will constitute legally binding and enforceable obligations of the Client.

5.2 The Client represents and warrants to Compass that:

- (a) entering into this Agreement by the Client, and performance of all of the Client's obligations contemplated under this Agreement, does not violate any Law applicable to the Client;
- (b) all information provided by the Client to Compass is true, correct and complete, and the Client will notify Compass promptly of any changes to such information;
- (c) the Client shall make ongoing disclosure to Compass of any matters that may affect the operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent.

5.3 The Client acknowledges that:

- (a) Compass will enter into the transactions contemplated by this Agreement in reliance on the representations and warranties made by the Client; and
- (b) Compass provides advisory and execution-only Services and the final investment decision is always the Client's own;
- (c) if Compass provides advice to the Client then that advice is general only and does not consider the personal objectives, circumstances or needs of the Client.

5.4 The Client:

- (a) confirms that they have regular access to the internet;
- (b) consents to Compass contacting the Client (in the circumstances described in this Agreement) by email sent to the email address provided by the Client;
- (c) agrees to ensure that the Client's contact details are up to date at all times.

6. AUTHORISED USERS AND AUTHORISATION LIMITS

6.1 The Client shall provide Compass with a list of Authorised Users.

6.2 The Client shall immediately notify Compass when:

- (a) any new person becomes an Authorised User; or
- (b) any existing Authorised User is no longer entitled to be an Authorised User.

Upon Compass receiving such Notice the change in Authorised User is effective immediately. However, the Notice shall not affect any Orders already executed.

6.3 Any appointment of an Authorised User shall remain in full force and effect unless and until Notice of cancellation of appointment has been delivered to Compass.

6.4 The Client may inform Compass of an authorisation limit applicable to some or all Orders either in general or for particular Authorised Users. Any authorisation limit provided by the Client to Compass may be withdrawn by the Client at any time by giving Notice to Compass.

6.5 All Instructions given and Orders accepted by an Authorised User within their authorisation limits will be deemed to be Instructions and Orders authorised by the Client and shall be binding upon the Client.

6.6 Until the Client has provided a Notice to Compass to the contrary, Compass may continue to assume that all existing Authorised Users have authority to execute legally binding Orders with Compass within their authorisation limits.

6.7 The Client hereby indemnifies and agrees to hold Compass harmless in respect of any loss incurred by an Authorised User entering into Orders within their authorisation limits.

7. SEGREGATED CLIENT MONEY ACCOUNTS

7.1 All money deposited by the Client with Compass, received by Compass or its agent on behalf of the Client or that is client profits on the Close Out of a Financial Product shall be deposited into one or more accounts nominated by Compass and will be paid into a client segregated bank account when required by Law, which is typically when the Client pays money into the nominated account:

- (a) without agreeing to the terms of a Financial Product by the next Day following actual receipt of the money deposited; or
- (b) without Compass issuing the Financial Product immediately;
- (c) that is less than the value of the Financial Product, and Compass does not issue the Financial Product immediately for the lesser value; or
- (d) in excess of the value of the Financial Product, and the excess amount is not returned to the Client by the next Day.

Such segregation of the Client's money does not fully protect the Client's money from the risk of loss.

7.2 While the Client's money is segregated from Compass' money, it may be co-mingled with the money of other Clients and utilised by Compass from time to time where Compass is allowed to do so pursuant to Law.

- 7.3 Compass shall be entitled to retain any interest earned on such segregated money held or invested by Compass.
- 7.4 Compass may use the funds in the client segregated account in accordance with applicable Laws.
- 7.5 The Client acknowledges that this clause 7 is sufficient written authorisation for Compass to withdraw without notice to, or further authorisation from, the Client the amount of money deposited into the segregated account necessary to meet Compass' obligations incurred for this purpose. The Client has no interest in or claim over Compass' Orders (if any) with any other person or in the accounts into which Compass lodges or pays the funds which were withdrawn from the segregated accounts. The Client acknowledges that the balance of the Client's account may not be protected if there is a default in the dealings with counterparties or in the overall segregated account balance.
- 7.6 Compass enters into arrangements with third party execution providers for the facilitation of transactions and settlements, and avails monies received for Deposits and settlements which are not client money to such providers for this purpose.
- 7.7 When Compass accepts money from a Client in connection with an Order, a Margin Call or a Deposit, the Client immediately receives Reciprocal Obligations from Compass under the Trade Contract Terms. The payment is not "client money", but rather has purchased that Reciprocal Obligation from Compass.

8. INSTRUCTIONS AND CREATION OF ORDERS

- 8.1 Exchange rate indications from Compass are available by telephone, email, face-to-face or through the Online Services. Such indications are not binding and the exchange rates will be as agreed when Compass exercises its right to create an Order.
- 8.2 When the Client, or an Authorised User, contacts Compass by either telephone, email, face-to-face or through the Online Services and provides the appropriate Client reference number (and such other security checks as Compass may specify), Compass may, but is not obligated to, ask for the following information:
- (a) details of the Purchase Currency;
 - (b) the account into which the currency is to be transferred;
 - (c) the type of Financial Product the Client wishes to enter into;
 - (d) any identification reference to be sent with the payment instruction;
 - (e) the date on which the Client would like the money to arrive;
 - (f) the currency in which the Client would like to pay;
 - (g) how much Sale Currency the Client either wishes to buy;
 - (h) how much Purchase Currency the Client wishes to sell;
 - (i) the exchange rate for a Take Profit Order;
 - (j) the stop level for a Stop Loss Order; and
 - (k) the Client's contact details.

Collectively, though not exhaustively, this information or any portion constitutes an Instruction.

- 8.3 Compass shall have a discretionary right to create an Order within a reasonable time after receiving the Instructions.
- 8.4 If Compass exercises this right then an Order is formed between the Client and Compass. When an Order is created the parties shall become bound by the content of the relevant Trade Confirmation and this Agreement.
- 8.5 If Compass declines to exercise the right to create an Order, Compass shall not be obliged to:
- (a) give a reason for declining; or
 - (b) notify the Client that Compass has not created an Order with the Client.
- 8.6 The Client shall indemnify Compass for any error made by the Client or an Authorised User in providing Instructions to Compass.

9. TELEPHONE AND EMAIL TRANSACTIONS

- 9.1 An Authorised User may request Compass to accept Instructions by telephone. Compass may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to Compass by the Client as an Authorised User. Upon such check confirming the identity of the caller, Compass may assume that the caller has the full authority as previously notified by the Client.
- 9.2 The Client acknowledges and agrees, and will ensure that each Authorised User acknowledges and agrees, that Compass may make a recording of each telephone Instruction and any other conversation received from a Client or an Authorised User. The recording remains the property of Compass. The telephone recording can be used by Compass to confirm the terms and conditions of any transaction where there is dispute with a Client as to the Trade Contract Terms of the transaction, and for training and monitoring purposes.
- 9.3 An Authorised User may request Compass to accept Instructions by email. Compass may accept Instructions sent by email. The Client acknowledges and agrees that upon the acceptance by Compass of the Client's Instructions and the creation of an Order, the Client shall be bound by that Order.

10. ONLINE TRANSACTIONS

- 10.1 If the Client or an Authorised User uses the Online Services the Client or Authorised User will be able to:
- (a) Issue an Instruction to Compass which is an offer to enter into an Order at the exchange rate quoted on the Online Services;
 - (b) obtain information relating to balances and transactions booked on the Client's Compass account;
 - (c) create and manage beneficiary information;
 - (d) use such other facilities as Compass may from time to time make available through the Online Services.
- 10.2 Compass may at any time without notice suspend, withdraw or deny access to the Online Services to a Client or one or more of the Authorised Users for any reason including but not limited to security, quality of service, failure by the Client to pay an amount when due or breach by the Client of any provision of this Agreement.

- 10.3 A Client can end access to the Online Services at any time by contacting Compass via telephone or email.
- 10.4 Compass can delay, decline or reverse any Order if Compass reasonably:
- (a) suspects that the transaction might be unlawful or might be associated with financial crime;
 - (b) believes that by carrying out the transaction Compass might breach its compliance obligations; or
 - (c) believes that you are in breach of this Agreement.

Under such circumstances Compass will not be liable for delaying or refusing to carry out an Order.

- 10.5 The Client will be liable for all Orders made when using the Online Services including orders placed relying on Instructions received due to a fraud or cyber security incident or effected by any other misuse, fraud or abuse by the Client, Authorised Users or third party or where the Client or Authorised Users have disclosed Security Details to a third party.
- 10.6 Compass may change the minimum specification required to access the Online Services and also may make operational changes to and alter the Services currently available at any time. Compass will notify Clients of such changes by either placing a message on the Website, log on page of the Online Services or by email.
- 10.7 Clients are responsible for obtaining, maintaining and ensuring compatibility of their electronic software, devices and equipment. Compass will not be responsible for any loss of or damage to a Client's data, software, computer, electronic devices, telecommunications or other equipment caused by use of the Online Services, unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- 10.8 Clients are responsible for ensuring that their electronic devices and equipment are free from viruses and other malware and Compass will not be responsible for any losses incurred by failure to do this. Compass shall use reasonable endeavours to keep the Online Services free from viruses and corrupt files but cannot guarantee that the Online Services will be free from infection by viruses or anything else with contaminating or destructive properties. Compass is not able to guarantee that access to the Online Services will be uninterrupted, continuous or error free.
- 10.9 Clients must not:
- (a) misuse the Online Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
 - (b) attempt to gain unauthorised access to the Online Services or any server, computer or database connected to the Online Services;
 - (c) attack the Online Services via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision a Client may also commit a criminal offence. Compass may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing a Client's identity to them. In the event of such a breach, the Client's right to use the Online Services will cease immediately and without Notice. Compass will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect a Client's electronic devices and equipment.

11. SECURITY DETAILS

11.1 For security purposes, when accessing the Online Services it is a condition that Compass is satisfied of your identity. Accordingly, Compass is entitled not to act on Instructions, information or requests received through the Online Services if Compass is in doubt as to Client identity.

11.2 Whenever a Client or an Authorised User uses the Online Services the use of Security Details authorises Compass to act on any Instructions, information or requests received. Compass will treat use of Security Details as the Client's consent to conduct transactions using the Online Services.

11.3 When activating the Online Services, before being granted access, a Client must set up their Security Details. Security Details may include:

- (a) a login username,
- (b) a login password,
- (c) any items of memorable information which we ask you to confirm (e.g. place of birth, mother's maiden name); and
- (d) any other security requirements we may notify to you from time to time.

Each Authorised User will also have to set up their separate Security Details to gain access to the Online Services.

11.4 Clients and Authorised Users must change their Security Details if asked to do so by Compass at any time and for any reason. Compass also reserves the right to change Security Details without prior notice.

11.5 The Client must take all reasonable precautions to ensure that:

- (a) Security Details are kept secure and confidential;
- (b) each Authorised User to whom Security Details are provided, will keep them secure and confidential;
- (c) no unauthorised person is able to use the Security Details.

11.6 The Client must inform Compass immediately should they suspect or discover that:

- (a) their Security Details are lost or stolen;
- (b) someone else knows their Security Details; or
- (c) someone has used or tried to use their Security Details.

If a Client's Security Details have been used to access the Online Services and Compass has not received any notification of any unauthorised use Compass will act on any Instructions, information or requests it receives.

12. OPTIONS CONTRACTS

12.1 A Client who is a Wholesale Client may buy an Options Contract by placing an Order with Compass.

12.2 The Client must pay Compass the Premium, where such has been included as part of the Options Contract, during business hours on the Premium Payment Date. The Premium is not

refundable. If the Client does not pay the Premium in accordance with the Trade Contract Terms of an Order and this Agreement Compass may terminate the Options Contract and recover all resulting costs and expenses from the Client.

- 12.3 If the Client has purchased an Options Contract, the Client may elect to exercise the Options Contract on the Expiry Date by giving an Exercise Notice to Compass.
- 12.4 The Client may make a request to Compass that it intends to Close Out or surrender the Options Contract. Compass may agree to accept this request if the Client agrees to pay any required Premium and that any Notice of closure or surrender has been received by Compass before the Cut-Off Time on the Expiry Date. Compass will calculate the Premium due to Compass for Closing Out or surrendering the Options Contract and this will be paid by the Client to Compass.
- 12.5 If an Option has been exercised, each party must pay the currency and amount due to the other party on the Settlement Date as specified in the relevant Trade Contract Terms.
- 12.6 If an Options Contract has not been exercised or Closed Out in accordance with this Agreement, the Options Contract will lapse at the Expiry Date.

13. TRADE CONFIRMATIONS

- 13.1 Upon Compass accepting an Instruction and entering into an Order with the Client, Compass will provide a Trade Confirmation for the Order.
- 13.2 The Client is required to check the details set out in the Trade Confirmation immediately.
- 13.3 If the information contained in the Trade Confirmation is incorrect the Client must immediately notify Compass, whereupon a revised Trade Confirmation will be sent which the Client will again need to check in accordance with clause 13.2.
- 13.4 Unless the Client responds immediately to the Trade Confirmation under clause 13.3, Compass may execute the Order that has been entered into and the Client is required to send Compass the pre-agreed Purchase Currency amount on the agreed date.

14. METHOD AND TIMING OF PAYMENT

- 14.1 Any payment to Compass in any currency will be at an exchange rate agreed to with the Client at the time the Order is created.
- 14.2 Any sums that the Client owes to Compass must be paid in one of the following ways:
 - (a) by online bank transfer;
 - (b) by same day bank transfer;
 - (c) by cheque

The Client must not deposit cash into Compass' accounts under any circumstances. Compass has an absolute discretion as to whether the Client may pay by cheque.

- 14.3 In the event of a Spot Contract the Client must pay the Purchase Currency in full into the bank account nominated by Compass on or before the Day specified, but no later than 12pm on the second Day after the creation of the Order.
- 14.4 In the event of a 'same day' trade, the Client must pay the Purchase Currency into the account nominated by Compass by no later than 12pm on the Day of the creation of the Order.
- 14.5 Compass will treat the beneficiary information provided by a Client as correct. Compass will not

be liable to the Client for the non-execution of a payment or for the defective execution of a payment or for any delay in making a payment if the information provided or selected is incorrect.

- 14.6 Compass will use all reasonable endeavours to make payments to the Client or to any third party specified by the Client, in accordance with the timing specified in the Client's Instructions. However, Compass shall not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of a delay in funds reaching the Client's nominated account.
- 14.7 Compass will not be liable if a payee/beneficiary bank fails to process a payment correctly.
- 14.8 Compass is only required to make an international payment to or at the direction of the Client on a particular Day if cleared funds have been received by Compass prior to the Cut-off Time for that Day. International payments relating to funds received by Compass after the Cut-off Time for a Day will be made on the next Day.

15. UNDERPAYMENT OR NON PAYMENT

- 15.1 If funds are not received from the Client by the Cut-Off Time on the Value Date Compass may in its discretion move the Value Date to the next Day.
- 15.2 If less than the full amount of funds is received from the Client by the Cut-Off Time on the Value Date Compass may in its discretion or as agreed with or at the request of the Client, fulfill less than the initial value of the Order. The balance of the funds is still owed to Compass and Compass may either recover those monies from the Client as a debt or:
- (a) Close Out the balance of the initial trade; or
 - (b) cancel the initial trade,
- and, in either case, allocate any profit to the Client or recover any loss or costs incurred by Compass in so doing from the Client.
- 15.3 If less than the full amount of funds is received from the Client by the Cut-Off Time on the Value Date and Compass does not agree to fulfill less than the initial value of the Order then those funds will be held in the client segregated bank account under clause 7 until either:
- (a) the total amount of funds is received in a reasonable time to fulfill the original Order with a revised Value Date; or
 - (b) if no further funds are received in a reasonable time, to be used by Compass as permitted under this Agreement.
- 15.4 If clauses 15.1 to 15.3 apply then Compass may in its discretion vary the Value Date of the original Order to another Day and may charge reasonable fees for each day that a Value Date is extended. Nothing in this clause shall affect the rights of Compass to:
- (a) Close Out a Financial product and recover the amount of any loss in so doing from the Client; or
 - (b) set off such losses pursuant to clause 24.

16. OPERATION OF CLIENT ORDERS

- 16.1 If an Order is triggered Compass will Close Out the Financial Product to which the Order relates.

- 16.2 In the case of a Stop Loss Order, Compass will seek to Close Out the Financial Product at a level that is the same (but may be worse) than the stop level.
- 16.3 You acknowledge and agree that the time and level at which Orders are Closed Out will be determined by Compass, acting reasonably. In this regard:
- (a) Compass will seek to Close Out an Order within a reasonable time of the Order being triggered. Because there may be a manual element to the processing of Orders and because it is possible for a single sudden event to trigger a large number of Orders, you acknowledge and agree that what constitutes a “reasonable time” may vary according to the size of the Order, the level of activity in the underlying market, and the number of other Orders that have been triggered at the time the Order is triggered.
 - (b) At the time Compass is seeking to execute an Order, Compass will have regard to the exchange rate that could be achieved in the underlying market for a similar order (including as to size).
 - (c) Due to market volatility and factors beyond our control, Compass cannot guarantee that a Financial Product will be Closed Out at the level specified in an Order. For example, a Stop Loss Order may be Closed Out at a worse exchange rate than as originally specified in the Trade Contract Terms. In such an event, Compass will Close Out the Financial Product at the next best available exchange rate.

17. CANCELLATION OR ALTERATION OF AN ORDER

- 17.1 If the Client decides that it wants to change any of the terms, amounts or the dates under an Order (including to pre-deliver funds), and the Client contacts Compass accordingly, Compass may in its discretion:
- (a) provide the Client with Trade Contract Terms for the alteration which are reasonable given the market conditions;
 - (b) vary the Settlement Date, Settlement Period and/or Value Date; or
 - (c) Close Out the Order and allocate any profit to the Client or recover any loss or costs incurred by Compass in so doing from the Client.
- 17.2 If an alteration under clause 17.1 concerns a Forward Contract then Compass may in its discretion agree to change the Settlement Date or Settlement Period for the Forward Contract on the basis of a Historical Rate Rollover.
- 17.3 If, after an Order has been placed the Client informs Compass that they wish to cancel the Order, or this Agreement allows Compass to treat the Client as having terminated the Order, Compass may at its complete discretion either:
- (a) terminate the Order;
 - (b) Close Out the Order and allocate any profit to the Client or recover any loss or costs incurred by Compass in so doing from the Client; or
 - (c) insist on the performance of the Order.
- 17.4 If the Client cancels or fails to perform an Order (including failure to perform on the extension of a Value Date), the Client is liable for any loss or damage suffered by Compass in Closing Out an Order which the Client has cancelled or failed to perform.

- 17.5 Compass reserves the right to charge the Client:
- (a) an administration fee not exceeding \$50 (as determined from time to time by Compass and set out in a current disclosure document and/or on the Website) representing administration costs involved in the cancellation of an Order;
 - (b) a cancellation fee of 0.05% of the total amount of the Sale Currency for each Day between the Cancellation Event and payment of Compass' administration fee and Compass' costs in Closing Out the Order on a Mark to Market basis.

17.6 The Client may forfeit part or all of any Deposit in the event of cancellation. Where Compass has suffered loss it reserves the right to set off against:

- (a) the Deposit;
- (b) client profits on the Close Out of a Financial Product; or
- (c) any other funds received from the Client,

any charges, fees or losses sustained by Compass in Closing Out the Order.

18. DEPOSIT

18.1 When using Options Contracts or Forward Contracts, Compass may in its absolute discretion require a Deposit calculated as a percentage of the total Order.

18.2 Payment of the Deposit is treated by Compass as a part-payment for the Options Contract or Forward Contract. When Compass accepts a Deposit the Client immediately receives Reciprocal Obligations under the Trade Contract Terms. The Deposit has purchased that Reciprocal Obligation and is not "client money".

18.3 Payment of the specified Deposit may be made by electronic transfer or same day bank transfer to an account nominated by Compass.

19. MARGIN CALL

19.1 Compass may at its sole discretion require the Client to pay a Margin Call.

19.2 The factors which Compass will consider prior to making a Margin Call are as follows:

- (a) if at any time the Deposit held by Compass is approaching or is no longer sufficient to cover the Mark to Market value (in Australian dollars) of all Forward Contracts that the Client has open with Compass; and
- (b) if at any time the pre-agreed Credit Limit assigned to the client by Compass is no longer sufficient to cover the Mark to Market value (in Australian dollars) of all Forward Contracts that the Client has open with Compass.

19.3 The Client shall pay the Margin Call on or before the second (2) Day after it receives Notice of that amount from Compass.

19.4 When Compass accepts payment of a Margin Call the Client immediately receives Reciprocal Obligations under the Trade Contract Terms. Margin Call payments purchase that Reciprocal Obligation and are not "client money".

20. CREDIT LIMITS

20.1 The Client understands that:

- (a) Compass may grant certain Clients a Credit Limit. A Credit Limit is a pre-agreed amount of Australian dollars that can be offset against the Mark to Market value on open Forward Contracts or Options Contracts;
- (b) If the Mark to Market of open Forward Contracts is approaching or has exceeded the Client's Credit Limit, Compass reserves the right to request the Client to pay a Margin Call;
- (c) Compass is not obliged to provide credit to the Client;
- (d) any Credit Limit set by Compass may be reduced or withdrawn at any time by giving Notice to the Client.

20.2 The Client acknowledges that if Compass creates an Order which would result in a Credit Limit being exceeded:

- (a) Compass is not obliged to inform the Client that the Credit Limit will be exceeded;
- (b) the Client will continue to be liable to Compass for all amounts including those above the Credit Limit; and
- (c) Compass is not obliged to create any subsequent Order where a Credit Limit might be exceeded.

21. DELAYS AND QUOTING ERRORS

21.1 Compass shall not be responsible or liable for the time it may take financial institutions to settle accounts. Compass shall not, in the absence of gross negligence or willful misconduct, be liable for delays, damages, failures or errors in the completion of an Order.

21.2 Should a Quoting Error occur, Compass:

- (a) is not liable for any damages, claims, losses, liabilities or costs arising from the Quoting Error; and
- (b) reserves the right to make the necessary adjustments to correct the Quoting Error.

Any dispute arising from a Quoting Error will be resolved on the basis of the fair market value, as determined by Compass acting reasonably, of the relevant currency at the time such Quoting Error occurred.

21.3 If Compass is unable to perform its obligations under this Agreement or an Order because of factors beyond its control or because of a Force Majeure event, Compass will notify the Client as soon as is reasonably practicable and will use reasonable endeavours to secure the return of any money paid by the Client in respect of which Compass has been unable to discharge its obligations under this Agreement.

21.4 Compass may give a Notice to the Client at any time if it forms the view that market conditions in the relevant financial market for the currency concerned are seriously disturbed. This includes circumstances where, in Compass' opinion, deposits in the currency concerned are not available in the ordinary course of business to Compass in the relevant financial market or because of national or international financial, political or economic circumstances or exchange controls, it is impractical.

21.5 When a Notice under clause 21.4 is given, Compass' obligations will be suspended while it and the Client negotiate alternative arrangements. If the parties reach agreement before the Value Date, those alternative arrangements will apply. If they do not reach agreement within that period, each will be released from its obligations under the relevant Order.

22. COMMISSIONS FEES AND EXPENSES

22.1 The Client agrees to pay:

- (a) any fees set out elsewhere in this Agreement;
- (b) an amount equal to any other fee charged or levied on Compass, or other expense incurred by Compass, arising from any action taken pursuant to this Agreement;
- (c) all taxes (including GST) and expenses incurred by the Client in connection with this Agreement.

22.2 The Client confirms and acknowledges that Compass is, without limiting its powers to recover amounts owing by the Client to Compass in any other way, permitted to deduct, without further reference to the Client, charges relating to any Services provided by Compass including administration charges (including but not limited to fees associated with returned cheques, payment processing, debt collection and telephone transcript copies), charges relating to the use of the Online Services and any transaction fees charged to Compass by others with respect to the Client's transactions including, but not limited to tracing fees.

22.3 Compass may in its absolute discretion waive or reduce fees or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice.

22.4 The Client acknowledges that should they effect an Order with Compass, the Client must pay all transaction charges, fees, Deposits, settlements, interest and any other amounts due under this Agreement on demand by Compass in cleared funds or otherwise as required in accordance with the terms of this Agreement.

22.5 The Client agrees that Compass may at any time share transaction fees and charges with any other persons without being required to disclose the sharing of such fees and charges to the Client, unless such disclosure is required by Law.

23. TERMINATION

23.1 This Agreement may be terminated immediately by the Client or Compass by Notice to the other in writing.

23.2 Termination by either party shall not:

- (a) affect any Order or other transaction previously entered into;
- (b) relieve either party of any outstanding obligations arising out of this Agreement; or
- (c) relieve the Client of any obligations arising out of any Order entered into prior to such termination.

23.3 In the event that Compass is made aware of or has reason to believe any of the following:

- (a) that the Client has provided false or misleading information to Compass; or
- (b) that the Client has participated or is participating or has assisted or is assisting in money laundering or terrorist financing; or

- (c) that the Client is being officially investigated by law enforcement and/or regulatory agencies;

then Compass, at its sole discretion, may terminate this Agreement immediately by Notice to the Client, and Compass shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations:

- (d) arising out of any Order already placed with Compass;
- (e) to provide the Services; and
- (f) to provide the Client or Authorised User access to the Online Services.

23.4 Within two (2) Days of termination of this Agreement the Client will return or destroy all materials received from Compass as per Compass' written instructions.

23.5 Each party's duties of payment, delivery, and destruction of materials shall survive termination of this Agreement.

24. SET OFF AGAINST MONIES OWED

24.1 In addition to other remedies available to Compass, the Client authorises Compass to:

- (a) appropriate, transfer, credit, apply or pay monies that may be received by Compass or held by Compass on the Client's behalf in payment of any amounts which may be outstanding by the Client to Compass or to an agent of Compass in a transaction effected on the Client's behalf; and
- (b) set-off against any amounts due to it by the Client, any amounts received by Compass from or on behalf of the Client including but not limited to moneys received as Deposits or Margin Calls and client profits on the Close Out of a Financial Product. Compass may determine the application of any amounts which are to be set-off at its own discretion.

24.2 Payments by the Client to Compass in accordance with this Agreement must be made without any set-off, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable Law.

24.3 Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if Compass is required to pay any tax in respect of any payment made in relation to this Agreement at the Client's request the Client agrees to keep Compass indemnified against that tax and agrees to pay to Compass any additional amounts required to ensure Compass receives the full net amount that is equal to the amount Compass would have received had a deduction, withholding or payment of tax not been made.

24.4 Deposits or Margin Calls deposited by the Client will not fall due for repayment until the Client's obligations under this Agreement and under or in respect of any other account between Compass and the Client are satisfied in full. Until this time, Deposits or Margin Calls will not constitute a debt due from Compass to the Client nor will the Client have any right to receive payment of these funds.

25. LIABILITY AND INDEMNITY

25.1 The Client shall indemnify and hold Compass harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to the Client's negligence, cyber security breach or willful misconduct, the violation of any Law by the Client, or the breach by the Client of any provision of this Agreement.

- 25.2 The Client also agrees to promptly pay Compass for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by Compass in the enforcement of any of the provisions of this Agreement.
- 25.3 Compass is not responsible for any delays, charges or loss incurred due to errors in the payment or beneficiary information supplied by the Client or where the Client has failed to object to or delayed in objecting to the details in the Trade Confirmation. The Client agrees to indemnify Compass and be liable for any losses or charges incurred by Compass arising from such error on the Client's behalf.
- 25.4 Nothing in this Agreement is intended to limit or exclude any liability Compass may owe the Client under any statutory rights the Client may have. However, to the extent permitted by Law the liability of Compass for a breach of a condition or warranty of this Agreement is limited to:
- (a) the supplying of the Services again; or
 - (b) the payment of the cost of having the Services supplied again.
- 25.5 The Client's obligations under this clause 25 shall survive the termination of this Agreement.

26. INFORMATION AND CONFIDENTIALITY

- 26.1 The Client acknowledges and agrees that Compass is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, Compass may keep records of the contents and results of such searches in accordance with all applicable Laws
- 26.2 Compass reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Laws. Compass may pass on information collected from the Client and relating to transactions with the Client as required by applicable Laws and is under no obligation to inform the Client it has done so. Compass may undertake all such checks required under applicable Laws in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by Compass.
- 26.3 Personal information collected by Compass is treated as confidential and is protected by the *Privacy Act 1988*. Compass will only collect personal information which is necessary to perform the Services.
- 26.4 Compass will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain on the Website.
- 26.5 Compass will use reasonable precautions to maintain the confidentiality of information Compass receives from the Client and material and/or data the Client provides, creates, inputs or develops in connection with the Client's use of the Services. Nonetheless, because such information, material and/or data may be provided through the internet, the Client hereby acknowledges and agrees that Compass cannot assure that such information, material and/or data will continue to be confidential.
- 26.6 The Client accepts the risk of a third party receiving confidential information concerning the Client and specifically releases and indemnifies Compass from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from a Client intended to be provided to Compass or from Compass intended to be provided to the Client.
- 26.7 The Client acknowledges and agrees that Compass may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an Authorised User, to its employees, representatives, officers, agents, and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or

maintaining the Services, or to comply with applicable Laws.

- 26.8 Due to the inherent risks in transferring currency between parties located in different countries, Compass takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Law enforcement agencies and regulatory authorities may periodically inspect and require copies of Client information and business records held by Compass, to ensure compliance with all applicable anti-money laundering and counter-terrorism financing laws.
- 26.9 The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by Compass, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable anti-money laundering and counter terrorism financing laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Client may represent in any transaction entered into with Compass.

27. DISPUTE RESOLUTION

- 27.1 If a dispute arises between Compass and the Client relating to any transaction, Compass may Close Out or take any other action it considers appropriate in relation to the disputed transaction without previously notifying and/or without having received instruction from the Client.
- 27.2 Compass will try to notify the Client (verbally or in writing) what action it has taken, as soon afterwards as it practically can, but if it does not, the validity of its action shall not be affected.
- 27.3 Nothing in this clause 27 limits the Client's rights (if applicable) to take any dispute to an equivalent external dispute resolution scheme of which Compass is a member.

28. NOTICES

- 28.1 A Notice shall be in writing and shall:
- (a) If to the Client, be sent by prepaid registered mail or delivered by hand to the address of the Client, or such other address the Client designates in writing, or by Compass posting a Notice to the Website; and
 - (i) if posted on the Website, Notice is deemed to have been given three (3) Days after the Notice was posted on the Website; or
 - (ii) if the Notice was sent to the address of the Client, the Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.
 - (b) If to Compass, be sent by prepaid registered mail or delivered by hand to the address of Compass, or such other address as Compass designates in writing, and such Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.
- 28.2 Any Notice may also be sent by email if:
- (a) the Notice is sent to the email address last notified by the intended recipient to the sender; and
 - (b) the sender keeps an electronic or printed copy of the Notice sent.
- 28.3 A Notice sent by email will be deemed to have been given on the first to occur of:
- (a) receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address stated above;

- (b) the time that the Notice enters an information system which is under the control of the recipient; or
- (c) the time that the Notice is first opened or read by an employee or officer of the recipient.

29. MISCELLANEOUS

- 29.1 This Agreement shall be governed by and construed in accordance with the Law of New South Wales. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales.
- 29.2 If at any time one or more provisions of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions shall not in any way be affected or impaired.
- 29.3 Any rights or obligations that the Client may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of Compass. Compass may, however, transfer any rights or obligations it may have pursuant to this Agreement to another party without the consent of the Client. The Client will execute any documents (including a deed of novation) reasonably required by Compass to effect such a transfer.