

## TERMS AND CONDITIONS

Enrizen Capital Pty Ltd (“Enrizen, We”/ us”) is a Corporate Authorised Representative of Enrizen Pty Ltd an Australian Financial Services Licence holder (AFSL No. 403 905). Enrizen are the providers of Financial Product Advice and the provider of Financial Services to you (the Client). We outsource the execution and settlement of transactions on the Australian Security Exchange and the Cboe Australia Exchange to our appointed Execution and Settlement Agent, Morrisons Securities Pty Limited (“Morrison” or “Agent”);

Morrison Securities Pty Limited  
Level 7, 7 Macquarie Place Sydney NSW 2000  
Phone: 1300 363 766

The Financial Services Guides of Morrison who are our Execution and Settlement Agent, are available on our website and will include their contact details and their execution arrangements. Your dealings with us are governed by these terms and the terms and conditions of the Agent you enter into an agreement with.

The terms and conditions are dated the 1<sup>st</sup> October 2022 and shall supersede any prior terms and conditions provided.

### 1. DEFINITIONS

In this Agreement the following terms have the meanings set out below:

**Application Form** means the application form or application forms completed by the Client and given to Enrizen, requesting that Enrizen open one or more Client Accounts with their Execution and Settlement Agent.

**ASX Clear** means ASX Clear Pty Ltd (ACN 001 314 503) or another clearing facility approved to clear ASX Transactions.

**ASX Clear Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Clear, as amended from time to time.

**ASIC** means the Australian Securities and Investments Commission.

**ASIC Rules** means the ASIC Market Integrity Rules (Securities) 2017 as amended from time to time.

**ASX Settlement** means ASX Settlement Pty Ltd (ACN 008 504 532) or another settlement facility approved to settle ASX Transactions.

**ASX Settlement Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Settlement, as amended from time to time.

**ASX** means the ASX Limited or the Australian Securities Exchange Limited (ACN 008 624 691).

**ASX Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX, as amended from time to time.

**ASX Transactions** means a transaction to which the ASX Rules and the ASIC Rules apply.

**Agent** means the Execution and Settlement Agent that is appointed by Enrizen from time to time.

**Agent Agreement** means Morrison Securities Equities Terms and Conditions (Part E), Morrison Securities Explanation of CHESS Sponsorship (Part F), Morrison Securities Direct Debit Request and Service Agreement (Part G), Morrison Securities Privacy Policy and Client Statement (Part J) and Morrison Securities Financial Services Guide (FSG) (Part K)

**Authorised Agent** means the person (if any) described as the authorised agent of the Client in the Application Form.

**Bank Account** means an account opened by Enrizen’s Agent on behalf of the Client with an authorised deposit-taking institution (within the meaning of the Banking Act 1959 (Cth)) in accordance with this or the Agents Agreement, or other nominated bank account which may be used to settle the obligations of the Client arising out of transactions made by or on behalf of the Client in connection with this Agreement.

**Enrizen, we or us** means Enrizen Capital Pty Ltd ACN 169 695 649.

**CHESS** means the Clearing House Electronic Sub-register System, operated by ASX Settlement.

**CHESS Holding** means the Client’s holding of one or more financial products in CHESS which holding is identified by a HIN which the Client has provided to Enrizen or their Agent.

**Cboe** means Cboe Australia Pty Ltd (ACN 129 584 667) Market Operator.

**Claim** means a claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**Client** means the person or persons described as the client or an Authorised Agent in the Application Form.

**Client Account** means the Client’s trading account with Enrizen and or the Agent.

**Confirmation** means a confirmation issued by the Enrizen in respect of an ASX, NSX or Cboe Transaction.

**Corporations Act** means the Corporations Act 2001 (Cth) and any regulations made under it as amended and in force from time to time.

**Execution and Settlement Agent** means Morrison Securities Pty Limited (ABN 50 001 430 342 AFSL No 241737) the Market Participant (Agent) that Enrizen appoints to execute and settle transactions on your behalf.

**Loss** in relation to a person means damage, loss, cost, expense or liability incurred by the person, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

**NGF** means the National Guarantee Fund administered by SEGC.

**NSX** means the National Stock Exchange of Australia ACN 000 902 063.

**Partly Paid Securities** a Partly Paid Security is a security which may require the Client to make a further payment of payments at some time in the future.

**Rules** mean the Market Operator Rules, the ASIC Rules, the ASX Clear Rules and the ASX Settlement Rules (as applicable).

**SEGC** means Securities Exchange Guarantee Corporation Limited ACN 008 626 793.

**Settlement Date** in relation to an ASX, NSX or Cboe Transaction means the date specified on the relevant Confirmation, or if no date is specified, the date determined in accordance with the Rules.

**Settlement Time** in relation to an ASX, NSX or Cboe Transaction means the time on the Settlement Date specified on the relevant Confirmation, or if no time is specified, the time determined in accordance with the Settlement Date in relation to a Transaction means the date specified on the relevant Confirmation, or if no date is specified, the date determined in accordance with the Rules.

## 2. TERMS AND CONDITIONS

- 2.1 These Terms and Conditions govern the relationship between the Client and Enrizen Capital Pty Ltd .
- 2.2 The Client is also bound by the terms of the Agent Agreement.
- 2.3 The Client and Enrizen agree that the terms of their relationship in respect of ASX, NSX and Cboe Transactions (including this Agreement) and any dealings between them concerning transactions on an approved exchange are subject to and that they are bound by, the Corporations Act, the Constitution, Rules, Regulations, directions, decisions, requirements, procedures and practices of the applicable market operators, ASIC Market Integrity Rules, the market operating rules, the clearing rules and, the customs and usages of the applicable licensed market, as amended from time to time.

## 3. RULES, REGULATIONS AND INTERPRETATION

- 3.1 The following rules apply when interpreting this Agreement:
  - a) Headings are for reference only and do not in any way affect the meaning of this Agreement.
  - b) Unless the context requires otherwise or a word is defined in this Agreement, words defined in the Corporations Act, or the Rules have the same meaning in this Agreement.
  - c) The single includes the plural and vice versa.
  - d) Unless the context otherwise requires, a reference to any legislation or legislative provision includes any statutory modification or reenactment of, or legislative provision substituted for, and any subordinate legislation issued under that legislation or legislative provision.
  - e) Each part of this Agreement is severable from the balance of this Agreement and if any part of the Agreement is illegal, void, invalid or unenforceable, then that will not affect the

legality, effectiveness, validity or enforceability of the balance of this Agreement.

- f) No failure by Enrizen to exercise and no delay by Enrizen in exercising, any right, power or remedy in connection with this Agreement will operate as a waiver of that right, power or remedy. No single or partial exercise of any right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy.
- g) This Agreement is not to be interpreted against Enrizen's interests merely because Enrizen proposed these provisions or because Enrizen relies on a provision of this Agreement to protect themselves.

## 4. REPRESENTATIONS AND WARRANTIES

- a) All information provided by the Client, or as notified to Enrizen from time to time is complete and correct and is not misleading and the Client agrees that Enrizen may rely on that information, unless and until Enrizen receives written notice from the Client of any change;
  - b) Where the Client is an employee or acts for another Participant of a licensed market operator the Client must advise Enrizen;
  - c) The Client has the legal right and power to enter into this agreement;
  - d) If the Client is a body corporate, the Client is duly incorporated and validly existing;
  - e) If the Client is a trustee;
    - i. The Client agrees that they are bound in both a personal capacity and in their capacity as trustee; and
    - ii. The Client has properly exercised their trust powers and has full authority under the trust to enter into this agreement;
  - f) If the Client is a trustee of a Superannuation Fund the client represents and warrants to us that;
    - i. The Client has established an investment strategy or mandate in accordance with Superannuation Law.
    - ii. The Client is responsible for compliance with the funds documented investment strategy or mandate
    - iii. All instructions provided by the client must be in accordance with the Superannuation Fund Investment strategy or mandate.
    - iv. Where the client requires Personal Financial advice it is the client's responsibility to ensure that advice is consistent with the superannuation funds investment strategy.
  - g) The Client has and will at all times be in a position to meet all commitments arising from transactions under these Terms and Conditions.
- ## 5. INDEMNITIES
- 5.1 The Client agrees to indemnify Enrizen and the Agent and keep Enrizen and the Agent indemnified against any losses, damages, costs and expenses, of any character incurred as a result of:
    - a) The client giving instructions under this agreement;

- b) Enrizen or the Agent refusing to act on the client's instructions;
- c) Any payment or action Enrizen makes based on any instruction (even if not genuine) that Enrizen receives by email from the client or their Authorised Agent or anything Enrizen fails to do as a result of the non-delivery of electronic correspondence.
- d) Any failure by Enrizen or the Agent or any of its representatives to act on an instruction given by the client in an email that has not been acknowledged to the client, either verbally or electronically;
- e) Any payment or action Enrizen makes based on any instruction (even if not genuine) that Enrizen receives by facsimile bearing the Client's account number, a signature apparently the Client's or that of an authorised signatory on the account. The Client also agrees that neither they nor anyone claiming through them has a claim against Enrizen or the Agent in relation to these payments or actions;
- f) The Client defaults under this agreement;
- g) Anything lawfully done by Enrizen or the Agent, in accordance with this agreement or at the Client's request;
- h) Failure of an exchange; or
- i) Any events or circumstances which Enrizen, or the Agent, cannot reasonably control, except insofar as any loss, liability, cost, charge or expense is caused by the gross negligence, fraud or dishonesty of the Agent, its directors, officers, employees or authorised representatives (the 'Indemnified Parties').

## 6. AML/CTF

### 6.1 The Client agrees that:

- a) They are required to provide all information and documents to Enrizen which Enrizen reasonably requires to comply with any law in Australia or of any other country, including any AML/CTF Laws and agrees that Enrizen may disclose information which the Client provides to Enrizen, or about transactions the Client conducts, or seek to conduct, with Enrizen where Enrizen is required to do so by any such laws.
- b) Enrizen is not required to take any other or perform any obligation under, or in connection with, this Agreement if Enrizen is not satisfied as to the Client's identity, or if Enrizen suspects on reasonable grounds that by doing so Enrizen may breach the AML/CTF Laws.
- c) The Enrizen may suspend the Client's account where the client fails to return all original account opening documents including those documents necessary for Enrizen to meet obligations under AML/CTF Laws within 14 days of the account being opened.

## 7. APPOINTMENT AND AUTHORISED AGENTS

- 7.1 The Client may authorise another person ('Authorised Agent') to give instructions and place orders on the Client's behalf. The Client must notify Enrizen in the Application Form or otherwise in writing of any such authorisation,

setting out the name and specimen signature of the Authorised Agent.

- 7.2 The Client may at any time, by notice to Enrizen, revoke the appointment of an Authorised Agent and substitute another person as Authorised Agent. Where another person is appointed Authorised Agent, the notice must include the full name, telephone number, fax number, email address and specimen signature of that person and be verified by an Authorised Agent and, in the case of a corporate Client, by a director of the Client.
- 7.3 Enrizen may treat a communication as having been given by the Client, and rely on that communication without further enquiry, if it is given, or apparently given, by an Authorised Agent or in the case of a corporate Client, by a director.
- 7.4 The Client is and remains solely liable and responsible for all acts and omissions of its Authorised Agent only to the extent Enrizen was not actually aware the Authorised Agent was acting outside authority or of any error, fraud, negligence or breach notwithstanding the act or omission of the Authorised Agent was:
  - a) Outside their actual or ostensible authority; or
  - b) In error, fraudulent, negligent, in breach of its fiduciary duties or criminal.

- 7.5 The Client agrees not to make, and releases Enrizen from any right the Client may have to make, any Claim against Enrizen for any Loss incurred or suffered by the Client which may arise in connection with any act or omission by the Authorised Agent only to the extent Enrizen was not actually aware the Authorised Agent was acting outside authority or of any error, fraud, negligence or breach.

## 8. JOINT ACCOUNTS

- 8.1 If more than one person constitutes the Client (including for example if the relevant Client Account is a joint account, or if the Client is a partnership or otherwise comprises more than one person), then each person constituting the Client is jointly and severally liable under this Agreement, and Enrizen may act on the instructions of any one of those persons.

## 9. INSTRUCTIONS AND ORDERS

- 9.1 The Client and or their Authorised Agent may instruct Enrizen to deal on behalf of the Account during the currency of these Terms and Conditions. Enrizen has the discretion to accept or decline such instructions at any time without the need to provide any reason thereof. Enrizen reserves the right to decline to act on the Client's behalf;
  - a) Where the security or other investment medium has been subject to a trading halt and the Client has not reconfirmed their instruction subsequently.
  - b) The client orders may be cancelled, amended or purged from the Market subject to the procedures, customs usages and practices of the Market Operator without notice to the Client. The Client further acknowledges that Enrizen is not obliged to notify the Client of any orders that are purged from the Market. An order that is cancelled or purged by the Market Operator will not be reinstated by Enrizen without the Client's instructions.

9.2 The Client must not instruct Enrizen to submit an order to enter into a Transaction which would breach or cause Enrizen to breach the Corporations Act, any other applicable laws or the Rules including, without limitation, any law or rules in relation to:

- a) Market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching of orders;
- b) Insider trading;
- c) Creating a disorderly market or to otherwise prejudicing the integrity or efficiency of the market; or
- d) Misleading or deceptive conduct.

9.3 Enrizen will not be responsible for any loss or liability incurred by the Client where Enrizen does not receive the Client's instructions or where any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to the failure or delay of any telephone, computer, other electronic or technological service, including but not limited to email. Where the Client provides an order instruction by email, the client cannot rely that the order has been received by Enrizen or placed to market by Enrizen or the Agent.

9.4 The Client acknowledges that Enrizen or the Agent are entitled to rely on any order which appears to have been duly sent and authorised by the Client.

9.5 Enrizen may accept instructions from any or either of the joint applicants on the Application Form.

9.6 The Client acknowledges that:

- a) The Client orders may match opposite orders in a Trading Platform by the Agent (i.e. effectively resulting in a Crossing and entitling the Agent to commission from both sides of the transaction); and
- b) If the Agent deal as Principal, the Client's orders may match opposite orders in a Trading Platform on behalf of the Agent and Settlement provider as Principal.

9.7 The Client agrees that if the Agent have, for the purposes of completing the Client's order, entered into multiple Market Transactions to complete the order, the Agent may accumulate those Market Transactions on a single confirmation and specify the volume weighted average price for those Market Transactions. The Client may request a statement of all the individual prices which have been accumulated and averaged.

9.8 The Agent's Best Execution and allocation policies are available on their website.

## 10. SELL ORDER INSTRUCTIONS

10.1 When the Client places a sell order with Enrizen, the Client must notify Enrizen, if the sale is a covered short sale. If it does not advise that the category of the sell order is a covered short sale then Enrizen will process the sell order on the basis that the category is a long sale. For this purpose:

- a) A long sale is a sale of financial products that the Client already owns at the time the Client places the sale order (but does not include financial products

which the Client has borrowed from a securities lender).

- b) A covered short sale is a sale of financial products where the Client has, at the time of placing the sell order, a legally binding commitment from a securities lender to lend the financial products to the Client.

10.2 The Client agrees that each time the Client places a covered short sale order that the Client will notify Enrizen of the covered short sale category of sale to which the sale order relates, the Client will be taken to have warranted and represented to Enrizen that the sale falls within that category.

10.3 If the Client places the sale order with Enrizen by telephone, the Client may satisfy their disclosure obligations by advising Enrizen whether the sale is a covered short sale under an exemption.

## 11. EXCHANGE TRADED OPTIONS – INSTRUCTIONS

11.1 The Client also agrees that if the Client sells financial products as a result of the exercise of an exchange traded call option sold (written) by the Client or an exchange traded put option bought (taken) by the Client, the Client must inform Enrizen whether or not the sale is a long sale; that is whether or not the Client has a presently exercisable and unconditional right to vest the financial products in the buyer of the securities at the time the relevant option is exercised. The Client must notify Enrizen of this:

- a) If the Client requests Enrizen to exercise the option – at the time the request is made; or
- b) Otherwise – as soon as practicable after the Client becomes aware that the option has been exercised.

## 12. PARTLY PAID SECURITIES

12.1 it is the responsibility of the Client to obtain and read a copy of the prospectus, product disclosure statement or information memorandum issued by an Issuer which sets out the particular features of, and rights and obligations attaching to, a Partly Paid Security before the Client places an order to buy a Partly Paid Security;

12.2 the Client may be required to make further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an Issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against the Client to recover the outstanding payments and/or may result in the forfeiture of the Client's entitlement to the Partly Paid Security;

12.3 in certain circumstances the Client may be required to make a further payment on a Partly Paid Security despite the fact that the Client may have disposed of a Partly Paid Security prior to the date that a further payment falls due;

12.4 the Client should monitor announcements made by the Issuer of a Partly Paid Security and that it is the responsibility of the Client to inform themselves of the dates or circumstances that a further payment falls due and the last day that the Client can dispose of the Partly Paid Security before the Client becomes required to make a further payment; and

12.5 the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due.

### 13. CONFIRMING TRANSACTIONS

13.1 Enrizen or its Agent are authorised to, but not required to, send Confirmations electronically, if the Client has requested in writing (for example, in the Application Form) and has not revoked that request.

13.2 All Confirmations are subject to the Rules and the correction of errors and omissions. The Client must promptly check the accuracy of every Confirmation received from Enrizen or its Agent. The Client must immediately notify Enrizen if the Client becomes aware that there is an error in the Confirmation. If Enrizen does not receive any such notification from the Client within 24 hours the Client will be taken to have accepted the accuracy of the Confirmation.

13.3 The Client acknowledges that the ASX, NSX and Cboe Rules, have a range of powers including the power to cancel or amend a Transaction. The Client agrees not to make, and releases Enrizen from any right Client may have to make, any Claim against Enrizen for any Loss incurred or suffered by the Client which may arise in connection with the exercise of any power by to cancel a transaction pursuant to the relevant market operators Rules (whether or not Enrizen has given the Client a Confirmation in respect of the Transaction).

### 14. BROKERAGE, FEES AND COMMISSION ARRANGEMENTS

14.1 The Client must pay to Enrizen or as Enrizen directs:

- a) brokerage at such rates as Enrizen may determine and notify and or enter into a written agreement with the Client from time to time; and
- b) any fees, taxes, stamp duty or other charges as may from time to time be levied on or in connection with any dealings in financial products entered into on the Client's behalf.

14.2 the amount of brokerage payable by the Client to Enrizen in respect of any Approved Market Transaction will be set out in the Confirmation of that transaction.

### 15. SETTLEMENT OF PURCHASES

15.1 The Client agrees to and must ensure that all funds required by the Agent or Enrizen to settle an ASX, NSX or Cboe Transaction for the purchase of a financial product, and all brokerage, taxes, costs, duties and charges in respect of that transaction, are paid to or otherwise made available for use prior to the Settlement Time.

15.2 The Client warrants that they are, and at all times during their dealing with Enrizen and the Agent will be, in a position to meet all commitments arising out of their dealings conducted on their behalf by Enrizen's and the Agent.

15.3 Enrizen may charge an administration fee if the Client fails to settle a buy transaction by the settlement date. Enrizen reserves the right to charge an administration fee of 0.1%

of the outstanding trade value (plus GST where applicable), accumulated daily, until settlement occurs.

15.4 Enrizen is not required to transfer to the Client any securities or other financial products acquired or purchased by Enrizen on behalf of the Client until Enrizen has been paid all amounts payable by the Client in respect of the relevant acquisition or purchase.

15.5 Pending settlement by the Client, in accordance with the provisions of the Corporations Act, the relevant Confirmation constitutes notice to the Client that Enrizen may deposit the securities or other financial products described in the Confirmation as security for a loan if Enrizen has received and paid for them on behalf of the Client.

### 16. SETTLEMENT OF SALES

16.1 The Client must provide all documents and security holder information (including its HIN or personal identification number and, if applicable, shareholder reference number) to Enrizen prior to the Settlement Time.

16.2 If the Client has appointed the Agent as the Client's CHES Participant to hold financial products in CHES, the Client irrevocably authorises Enrizen or their Agent to apply any financial products held in the Client's CHES Holding with Enrizen to settle any ASX Transaction for the sale of those financial products.

16.3 Credits in respect of sales will not be made available to the Client until the latest of:

- a) the Settlement Time;
- b) the time at which all documents and security holder information (required by clause 12.1) have been received by Enrizen; and
- c) all amounts due and payable by the Client to Enrizen have been paid.

16.4 All sale proceeds to which the Client is entitled under this Agreement will be paid directly to the Client, and not to any third party, unless the Client gives different instructions to Enrizen.

### 17. FAILURE TO SETTLE OR OTHER BREACH

17.1 If the Client fails to settle any Market Transaction in accordance with the relevant Confirmation and this Agreement, or if the Client fails to comply with any other term of this Agreement, Enrizen may do one or more of the following:

- a) charge an administration fee calculated by reference to the additional cost which may be incurred by Enrizen as a result of the Client's failure to settle;
- b) Enrizen may levy an administration charge from the settlement date until the date the contract is settled. The Client acknowledges that the Agent incurs a daily fail fee from the licensed market operator for all sell transactions that do not settle and the Client agrees that Enrizen or the Agent may deduct from the Client's net sale proceeds that daily fee or such other amount notified by the Agent, plus any applicable taxes. Levy a default charge on the amount that from time to time is outstanding;

- c) Apply an interest charge at a rate of up to the rate which Enrizen would be required to pay on an overdraft facility with its then current bankers;
- d) use Enrizen's own securities or other financial products or obtain securities or other financial products from third parties and use those securities or financial products to settle any sale executed by the Agent or Enrizen on behalf of the Client;
- e) sell any securities or other financial products purchased on behalf of the Client at the risk and expense of the Client;
- f) sell any securities or other financial products otherwise held on behalf of the Client and apply the proceeds to reduce the Client's liability to Enrizen and to recover Enrizen's costs in so acting;
- g) apply any cash held by Enrizen or to which Enrizen has access, or payments received for or from the Client, to reduce its liability to Enrizen;
- h) cancel any unexecuted orders of the Client.
- i) Enrizen may buy back any Traded Products sold and the Client will be liable for any loss incurred.

## 18. INTEREST

- 18.1 All monies that Enrizen holds on the Client's behalf from time to time will be paid to a designated trust account. Enrizen is entitled to retain any interest earned on those accounts.

## 19. ADVICE

- 19.1 General advice given by Enrizen does not take into account the Client's financial situation, investment objectives or needs. The Client must assess whether the advice is appropriate having regard to their personal circumstances.

## 20. WHOLESALE INVESTORS

- 20.1 The terms "Wholesale", "Professional", "Sophisticated" and "Experienced" are terms used to describe clients that meet certain assets or income tests, and or are experienced in investing in Financial Products. Applicants meeting the requirements can be treated as Wholesale clients as opposed to being treated as Retail Clients. Whilst "Wholesale" clients have access to a wider range of financial products and services and participation in offers of certain Financial Products where there is no Prospectus issued, applicants should note that if you are approved as a Wholesale client you are not afforded the level of disclosure offered to Retail Clients or the Consumer Protection mechanisms that are available to Retail Clients. Essentially, everyone is a Retail Client unless they satisfy one of the requirements to be classified as a Wholesale Client under the Corporations Act 2001.
- 20.2 From time to time, clients who meet the requirements of a Wholesale Investor under the Corporation Act 2001 may receive information regarding Excluded Offers of securities. In such circumstances, the information may be price sensitive and subject to the insider trading provisions of the Corporations Act 2001. If so, the Client agrees that neither they nor their associates may deal in the securities or communicate the information to another person until they

confirm with Enrizen that the information is no longer price sensitive.

## 21. PRIVACY POLICY AND COMPLAINTS

- 21.1 The Client agrees that Enrizen and the Agent may use the Client's personal information as set out in the respective Privacy Policies, as amended from time to time.
- 21.2 Any dispute between the Client and Enrizen may be notified in writing to the Compliance Manager, Enrizen Capital Pty Ltd, GPO BOX 225, Sydney NSW 2001 whereupon the dispute will be handled in accordance with the Complaints Handling Policy or as detailed in Enrizen's Financial Services Guide.

## 22. COMPENSATION ARRANGEMENTS

- 22.1 The National Guarantee Fund (NGF) is the compensation fund for certain losses incurred by investors who trade in shares on ASX. The NGF applies only in specific circumstances and does not compensate investors for trading losses including those caused by market events or by investment choices based on poor advice. You should always take care to inform yourself and to take any advice that you require before investing. The NGF is administered by Securities Exchanges Guarantee Corporation Limited (SEGC). Further information about the NGF (including the circumstances in which a claim may be made on the NGF) and SEGC is available at the SEGC website. <https://www.segc.com.au/>

## 23. TAX FILE NUMBERS

- 23.1 We may request that you provide us with your Tax File Number which may be forwarded to share registries or financial institutions as requested or as necessary. You have a right to refuse to provide your tax file number to us, however, it may result in taxation at the highest marginal rate, loss of imputation credits etc.

## 24. GOVERNING LAW

- 24.1 The Agreement is governed by and is to be construed in accordance with the laws applicable in the State of New South Wales.
- 24.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 25. INDEMNITY

- 25.1 To the fullest extent permitted by law, the Client releases, discharges and indemnifies and agrees to keep Enrizen and their respective officers, employees, agents and representatives indemnified from and against all sums of money, actions, proceedings, suits, claims, demands, losses and any other amounts whatsoever arising out of:
- a) any default, whether by the Client's act or omission under this Agreement or any order or transaction
  - b) any breach by the Client of any applicable law including the Corporations Act and the Rules;
  - c) any representation or warranty made or given by the Client under this Agreement proving to be untrue or incorrect;

- d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by the Client or by any client, employee, agent or Authorised Agent, consultant or servant of the Client;
- e) any failure of any of the Client's computer or electronic systems or networks to perform, be available or successfully transmit data to Enrizen, or any error or inadequacy in the data or information input into such systems or networks by the Client;
- f) anything lawfully done by Enrizen in accordance with, pursuant or incidental to this Agreement;
- g) any instruction, request or direction given by the Client;

## 26. NOTICES

26.1 Notices or other communication of any nature whatsoever required to be given, served or made under or arising from these terms and conditions:

- a) must be in writing in order to be valid; and
- b) must be executed by the party or on behalf of the party giving, serving or making the same by an attorney, Authorised Agent, director or secretary of that party

26.2 Any notice given or demand made by either party or confirmation issued by the Agent shall be deemed to have been received on the Business Day following the transmission or posting of the notice, demand or confirmation.

26.3 The Client shall notify Enrizen in writing within two business days of any change in the Client's name, address, telephone number or other material circumstance affecting the Account.

## 27. ELECTRONIC COMMUNICATION / DISCLOSURE

27.1 The Client acknowledges that in order to open a new account with Enrizen that the Client must provide Enrizen with a valid email address.

27.2 Where the Client has nominated an email address, or an email address of the Client's agent, to Enrizen and or the Agent, the Client consents to receiving electronic communications and documents, such as Financial Services Guides (FSG) and updates thereof; prospectuses; product disclosure statements, terms of business, statements of advice, periodic statements, Fee Disclosure Statements and renewal notices. If the Client wishes to unsubscribe from receiving electronic communications from Enrizen, the Client may do so at any time by clicking on the "unsubscribe link" in any electronic distribution email correspondence the Client receives from Enrizen. The Client may also request a copy of any disclosure document at no cost for a period of two years after receiving the disclosure.

## 28. VARIATION

28.1 Enrizen may vary or terminate these Terms and Conditions by giving no less than seven Business Days' notice in writing to the Client, subject to all outstanding obligations under these Terms and Conditions being duly discharged.

28.2 Enrizen may provide notice of variation by mail, email or facsimile transmission. The Client acknowledges that the continuation of Enrizen's services after any amendment becomes effective constitutes an agreement by the Client to abide by and be bound by these Terms and Conditions as so amended.

## 29. TERMINATION

29.1 Enrizen or the Client may terminate this entire Agreement at any time and for any reason by giving notice to the other. Termination does not affect outstanding obligations under this Agreement which are undischarged at the time of termination. Each indemnity in this Agreement survives the termination of this Agreement.

## BENEFITS AUTHORISED BY YOU

1. Whenever our Agent executes a trade on your behalf, you agree to pay the Brokerage Rate to our Agent.
2. The Brokerage Rate incorporates:
  - our settlement and execution agent's execution fee; and
  - the Enrizen's Remuneration.
3. Enrizen Capital Pty Ltd (Enrizen) will not amend, vary or replace the Enrizen Remuneration without your prior written approval. Your approval can be communicated to Enrizen Capital Pty Ltd on the basis set out in clause 5 below.
4. Enrizen may, by 30 days' notice in writing to you, vary the rate and/or the minimum of the brokerage rate. You may accept this variation to your contract by your conduct. Enrizen and you agree that your continued instructions to Enrizen will constitute your acceptance of the new rate and/or the new minimum (as the case may be).
5. In this Agreement, unless otherwise defined or the context otherwise appears:  
**"Adviser"** means your individual adviser from time to time or their nominee.



By signing this form:

I/we confirm that we have read the full Terms and Conditions contained herein the 9 pages of this document.

I/We give permission for my/our tax file number(s) including related entities, to be held by my adviser, a representative of Enrizen to be forwarded to financial institutions as requested or as necessary.

I/We am/are aware that I/we have a right to refuse to provide my/our tax file number to us, however, it may result in taxation at highest marginal rate, loss of imputation credits etc.

I/we/each applicant (including Authorised Agents) declares, agrees and acknowledges that they have understood and agree to the terms and conditions accompanying this application form as amended from time to time and notified to me/us in writing.

I/We/each applicant acknowledge and agree that the Brokerage Rate disclosed has been negotiated between I/We and Enrizen Capital Pty Ltd (Enrizen) and that by proceeding we agree to such Brokerage Rate and Fee.

I/we confirm that to open an account with Enrizen we must abide by the terms and conditions contained herein this document.

Account Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature 1: \_\_\_\_\_ Dated: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Signature 2: \_\_\_\_\_ Dated: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_