

## **Client Agreement & Terms and Conditions**



# **worldwide banners**

**WORLDWIDEBANNERS PTY LTD**

ACN 682 642 735, ABN 97 682 642 735, AFSL Rep Number: #001314512



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**Issuer:**

Capital Guard AU Pty Ltd (ABN: 48 168 216 742, AFS Licence No. 498434)

**Distributor:**

Worldwidebanners Pty Ltd (ABN: 97682642735, Authorised  
Representative No. 1314512)

**Date of Issue:**

5th of May 2025

**Version: 1.0**

## **1. Purpose and Scope**

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This Agreement governs the legal relationship between you (“you”, “the Client”, “the Investor”) and Capital Guard AU Pty Ltd (“Capital Guard”, “we”, “our”, “us”, “CG”), the issuer of financial products and holder of Australian Financial Services Licence (AFSL) No. 498434. Services may be delivered through Worldwide Banners Pty Ltd (“Worldwide Banners”, “WWB”), acting as our Authorised Representative (AR No. 1314512) under section 916B of the Corporations Act 2001 (Cth).

This Agreement applies to all services, applications, instructions, and transactions made in connection with financial products issued by Capital Guard and promoted by Worldwide Banners.

The terms which apply to you will depend on the Financial Products or financial services provided to you by Capital Guard. All the Financial Products or financial services are subject to the general terms in this document and to the Schedules which apply to particular financial services you may receive or particular Financial Products you may transact from time to time.

1.2 In relation to your Account, a reference to “Terms” is a reference to the terms in this document (including the Schedules) which are applicable to you, as amended from time to time.

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard’s behalf.



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1.3 In order to establish your Account, you will need to complete and return to Capital Guard your completed Application Form (which will be provided to you online, by email, or in paper format).

Capital Guard may, in its absolute discretion, accept or decline to provide any one or more Financial Products or financial services that you have selected in your Application Form.

1.4 These Terms will apply to you in respect of your Account from the earlier of (a) the time Capital Guard accepts your application in the Application Form in respect of a particular Financial Product or financial service; (b) the time Capital Guard otherwise agrees to provide the Financial Product or financial service to you; or (c) the time you first place an Order in respect of a Financial Product with Capital Guard or otherwise instruct Capital Guard to provide the financial service to you.

1.5 You acknowledge and agree that you have read and understood all documentation provided to you by us, including these Terms and any product disclosure statement (PDS) in relation to any Financial Products which you request Capital Guard to make available to you in relation to your Account. You authorize Capital Guard to open an Account for you.

1.6 You acknowledge that you have received, read, and understood our Financial Services Guide (FSG). Our FSG may change from time to time. A copy of the current FSG can be obtained on our website or on request.

1.7 You acknowledge that all dealings in Financial Products and the performance by us of our obligations under these Terms are subject to the Applicable Laws.

1.8 You acknowledge that we will not provide legal, tax, financial, or accounting advice to you as part of the services that we provide to you in accordance with these Terms. By these Terms, we do not act in a fiduciary capacity, and Capital Guard does not owe any fiduciary obligations to you in respect of its services provided to you in connection with these Terms except as expressly stated in these Terms.



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1.9 These Terms do not constitute personal financial advice, nor a recommendation or opinion that a Financial Product or service is appropriate for you

## **2. REGULATORY DISCLOSURES**

### **2.1 Authorised Representative Status**

Worldwide Banners is not a holder of an Australian Financial Services Licence (AFSL). It provides financial services as an Authorised Representative of Capital Guard Pty Ltd pursuant to s916A of the Corporations Act 2001.

### **2.2 General Advice Warning**

Any advice provided by us is general in nature and does not take into account your personal objectives, financial situation, or needs. You must consider the relevant Product Disclosure Statement (PDS) and Target Market Determination (TMD) before making any investment decisions.

### **2.3 Nature of Services**

We provide general advice and execution-only services related to financial products, including structured investments and marketing-based investment campaigns. We do not provide personal advice or discretionary portfolio management.

### **AMENDMENTS:**

These Terms supersede all previous terms and conditions and any amendments, taking effect from either the specified date or the date you begin conducting business with us.

## **3. TERMS AND DEFINITIONS**

**Account** means an account held in your name or for your benefit with Capital Guard / WWB, including all Transactions recorded in them, for the purposes of these Terms.

**ADI:** Means an Authorised Deposit-taking Institution, as defined in the policies of the relevant Regulator or the SIS Act.

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**AFSL:** Stands for Australian Financial Services Licence.

**Agent:** Includes any agent of Capital Guard from time to time (including a Sub-custodian), as well as any nominee of Capital Guard and its agents.

**Agreement:** Refers to the agreement between the Client and Capital Guard, incorporating these Terms and Conditions.

**Applicable Law:** Encompasses all applicable provisions of laws and regulations of Australia, including relevant rules, policies, directions, and codes of Government Agencies, exchanges, trade, industry and clearing associations, and self-regulatory organizations in Australia. This includes, without limitation, the Corporations Act, the SIS Act, the SIS Regulations, the Regulator's Policy (as applicable), and the National Privacy Principles, along with any relief granted from such laws or regulations.

**ASIC:** Refers to the Australian Securities and Investments Commission or any other government authority that performs the regulatory role undertaken by ASIC concerning financial services.

**ASIC Policy:** Any published ASIC document or regulatory guide that outlines the minimum requirements or expectations set by ASIC that apply to custodial arrangements like those contained in this Agreement.

**AUD,** Australian Dollars, and \$A mean the lawful currency of the Commonwealth of Australia.

**Authorised Person means the person (if any)** described as your authorised agent in the Application Form or another person notified by you to us.

**Authenticated Communication:** Refers to any form of communication as outlined in clause 5.9 of the Agreement.

**Authorised Person:** A person designated as the primary contact to Capital Guard or any other individual designated in writing by the Client.

**Bank Account:** Refers to:

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- a) An account established and maintained by the Client with an ADI (Authorised Deposit-taking Institution) in the Client's name for receiving any Distribution.
- b) b) If such an account does not exist, the account could refer to either:
  - i) Trust Account, or
  - ii) Retail Account (Cash Trust Account).

**Business Continuity Plan:** The continuity plan that Capital Guard maintains to ensure operations can continue during disruptions.

**Business Day:** Any day that is not a Saturday, Sunday, or public holiday in Sydney, Australia.

**Business Hours:** The hours between 9:00 am and 5:00 pm Australian Eastern Standard Time (AEST) on a Business Day.

**Claim:** Refers to any claim, cost, damages, debt, expense, tax, liability, loss, allegation, suit, action, demand, cause of action, or proceeding of any kind, regardless of:

- a) How or when it arises,
- b) Whether it is actual or contingent,
- c) Whether it is fixed or unascertained,
- d) Whether or not it involves legal or other costs, damages, expenses, fees, or losses, whether or not it concerns a breach of trust or fiduciary duty, or
- e) Whether it arises at law or by any other means.

**Client:** Refers to the individual or entity identified in the Capital Guard Client Application Form.

**Client's Assets:** Includes all Acquired Assets in which the Client has a beneficial interest. This includes money held by Capital Guard or its Sub-custodians (e.g., in Trust Accounts or Retail Cash Trust Accounts) and:

- a) Any assets identified in writing by Capital Guard or its Agents as belonging to the Client under this Agreement, and



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b) Any assets transferred or delivered to Capital Guard by the Client or their agents after the Agreement's effective date, provided Capital Guard accepts these assets for holding.

Client's Assets also encompass:

- i) All investments, certificates, and other instruments representing such moneys or Acquired Assets,
- ii) Any earnings or interest accrued, and
- iii) All securities or other instruments derived from, converted, or subdivided from these assets and held in accordance with this Agreement.

**Compliance Officer:** The person appointed by the company responsible for monitoring and ensuring adherence to the Regulator's Policy and this Agreement.

**Confidential Information:** Refers to this Agreement and the existence of the Agreement, as well as any information related to the business, systems, operations, properties, assets, or affairs of the Client or its related bodies corporate. This information is disclosed by the Client (or its representatives) to CAPITAL GUARD (or its representatives) or learned by Capital Guard in connection with the Agreement, whether communicated orally, electronically, or in writing. Exceptions to Confidential Information include:

- a) Information that was already public at the time of disclosure to Capital Guard,
- b) Information that entered the public domain after its disclosure, provided it was not due to a breach of confidence,
- c) Information lawfully obtained by Capital Guard from another source, not in violation of an obligation of confidence, and
- d) Information independently known by Capital Guard prior to disclosure.

**Consideration:** The promises made by the parties in this Agreement and any amounts paid or payable by the Client to Capital Guard pursuant to this Agreement.



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**Corporations Act:** Refers to the **Corporations Act 2001 (Cth)**, which governs corporate practices in Australia.

**Distribution:** Represents any interest, dividend, right, bonus, redemption, or similar entitlement (whether in cash, securities, or otherwise) that is distributed, issued, paid, or provided to Capital Guard, reflecting the beneficial interests of the Client.

**Effective Date:** Refers to the date on which the Client's Assets are first provided to Capital Guard for the purposes outlined in this Agreement.

**Electronic Transmission Service:** Denotes any electronic communication platform or service that is acceptable to Capital Guard and or WWB for transmitting communications and information in connection with this Agreement.

**Event of Default:** Refers to situations including:

- (a) You breach these Terms, whether by act or omission.
- (b) A Transaction is entered into, or an Order is executed, in any circumstances where Capital Guard reasonably believes that conduct is, or could be considered to be, in breach of the Corporations Act, the Rules, or any other Applicable Laws.
- (c) You fail to pay amounts due to Capital Guard.
- (d) You fail to perform any settlement obligations in respect of a Transaction.
- (e) You fail to comply with any limit or restriction imposed on you by Capital Guard in connection with your Account (e.g., restrictions on Transaction type, volume, or value).
- (f) Any security provided by you becomes enforceable, and the holder of that security takes action to enforce it.
- (g) Any representation or warranty you give under these Terms is or becomes incorrect or misleading in a material way.
- (h) Capital Guard determines that you are unable or might not be able to meet your obligations in respect of one or more Transactions.
- (i) You become insolvent or bankrupt.
- (j) You enter into a composition or scheme of arrangement for the benefit of creditors.
- (k) If you are a corporate entity:

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- You go into liquidation (except for the purpose of reconstruction) or a liquidator, receiver, or administrator is appointed in respect of your assets.

- You fail to notify Capital Guard of a change in director(s) within seven (7) days of the change taking effect.

(l) If you are acting on behalf of another person, the authority granted to you is varied or revoked, impacting your ability to perform obligations under these Terms.

(m) If you are a trustee, the trust is terminated, vests, or capital is distributed in a way that results in insufficient trust assets to meet liabilities under these Terms.

(n) If you are a natural person, you die or become of unsound mind.

(o) You cease, or threaten to cease, carrying on business.

(p) You fail to provide instructions to Capital Guard in a timely manner regarding your Transactions.

(q) Any other event referred to in a Schedule applicable to your Account occurs, or Capital Guard and you have agreed that such an event constitutes a Default.

**Fees:** Refers to charges imposed by Capital Guard for its services.

**Financial Market** means a financial market within the meaning of the Corporations Act (which includes, for example, any market on which prices of Financial Products are quoted), whether located in Australia or elsewhere.

**Financial Product** has the meaning given in Part 7.1, Division 3 of the Corporations Act (including, for the avoidance of doubt, any ASIC Legislative Instruments).

**Foreign Exchange** means currency, including Australian Dollars and foreign currency.

**Force Majeure Event:** Describes events beyond Capital Guard's control, such as natural disasters, strikes, war, government interventions, or other extraordinary circumstances.



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**Government Agency:** Any governmental or quasi-governmental body, commission, or authority.

**GST Law:** Defined as per the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

**Know Your Customer Procedures:** Refers to the customer identification protocols specified by Capital Guard, as notified to the Client.

**Loss:** Refers to any losses, damages, costs, expenses, and liabilities, regardless of how they arise. This includes prospective or contingent losses and unascertainable amounts, covering loss of profit, expected profit, and any decrease in value.

**National Privacy Principles:** These are the privacy guidelines set out in the *Privacy Act 1988* (Cth).

**Notice:** Refers to any form of communication, such as a notice, approval, consent, or other messages, including Proper Instructions, related to this Agreement.

**Portfolio:** Represents a subset of the Client's Assets that share common characteristics or terms.

**Proper Instructions:** These are directions, requests, or approvals given in accordance with Applicable Law and clause 5, following the form specified by Capital Guard, as notified in writing to the Client.

**Records:** Refers to up-to-date, complete, and accurate documentation related to the Services provided by Capital Guard or its Sub-custodians under this Agreement. This includes records of daily trade transactions by the Client and identification of the Client's Assets designated by the Subaccount.

**Regulator:** Refers to ASIC (Australian Securities and Investments Commission) or any of its successors.



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**Regulator's Policy:** Any published ASIC policy, in writing, that directly impacts Capital Guard's obligations under this Agreement.

**Related Entity:** Defined as a related body corporate according to the *Corporations Act*.

**Reports:** Refers to custodial or other reports that Capital Guard must provide as stipulated in clause 3.14.

**Retail Client:** A Client who is a natural person, a family trust, or the trustee of a self-managed superannuation fund.

**Securities:** refers to any type of securities, bonds, notes, financial products, negotiable debt instruments, instruments of indebtedness, or any other instruments that represent interests, rights, or obligations related to receiving, purchasing, delivering, or selling those interests. The term *Security* has a corresponding meaning.

**Securities Account:** is an account maintained by Capital Guard within a Securities System.

**Securities System:** is a depository or book-entry system for handling securities centrally, facilitating the settlement of transactions.

**Services:** are the services provided by Capital Guard concerning the Client's Assets under this Agreement, as well as any additional services agreed upon in writing.

**SIS Act:** refers to the *Superannuation Industry (Supervision) Act 1993 (Cth)* .

**SIS Regulation:** refers to the *Superannuation Industry (Supervision) Regulations 1994 (Cth)* .

**Standing Instruction:** means a Proper Instruction designated as a standing order, applicable to similar transactions until revoked by further Proper Instructions.



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**Sub-account:** refers to the case where a Sub-custodian holds a Client's Assets under its own name but maintains records that distinguish the beneficial interests of each Client, ensuring the assets are attributed to individual Clients or multiple Clients where applicable.

**Sub-custodian:** refers to any company holding an Australian Financial Services Licence (AFSL) that is authorised to provide custodial or depository services to the public. Such companies must comply with the Regulator's Policy and are appointed by Capital Guard, in accordance with clause 8, to hold and safeguard the Client's Assets.

**Successor:** is any person or entity appointed by the Client to take over the provision of some or all of the Services related to the Client's Assets in place of Capital Guard. The Successor could also be the Client themselves.

**Tax:** refers to any form of taxes, levies, imposts, charges, or duties imposed by any authority. This includes stamp and transaction duties, as well as any associated interest, penalties, fines, and expenses.

**Transfer Period:** is the period of no more than 60 days (unless otherwise agreed in writing) after the termination of this Agreement, during which the Client's Assets must be transferred either to the Client or to a successor custodian, as specified in clause 14.

**Transaction** means any contract between you and Capital Guard as principal:

(a) To pay, or to agree to pay, an amount calculated in respect of an Underlying Instrument in one currency against the settlement in the same or another currency (or other agreed Underlying Instrument); and  
(b) In respect of which (other than in respect of Closing Out an Open Position as permitted under these Terms) you have, or you are taken to have, agreed (whether orally, electronically, or in writing)

to:

- (i) The specification of the Underlying Instruments involved;
- (ii) The amount of Underlying Instruments involved and, if applicable, the amount of the specified currency involved;
- (iii) The Price;

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- (iv) The Transaction Fee and Finance Charges; and
- (v) Any other features agreed by Capital Guard.

**Transaction Fee** means the fee or commission from time to time specified by Capital Guard to be the amount payable by you to Capital Guard in respect of each Transaction.

**Withdrawable Funds** means the amount of cash which would be paid to you from the Account if requested. There are Withdrawable Funds only if your Account balance is a positive amount.

**You** means the Client, being the person or persons in whose name we open an Account (including any Authorised Person), following our acceptance of an application by that person or those persons.

#### **4. INTERPRETATION**

In this Agreement, unless the context requires otherwise:

- a) Headings and underlined words are included for convenience and do not influence the interpretation of the Agreement.
- b) Singular words include their plural forms and vice versa.
- c) An expression referring to a natural person also includes entities such as companies, partnerships, joint ventures, associations, corporations, or Government Agencies.
- d) A reference to any object includes a part of that object.
- e) A reference to a part, clause, party, annexure, attachment, or schedule refers to the respective parts and sections within this Agreement.
- f) A reference to a document includes any amendments, supplements, replacements, or novations of that document. This can also include certificates, notices, instruments, or agreements in writing.
- g) A reference to a party in a document includes the party's successors and permitted assigns.
- h) No rule of construction will place a party at a disadvantage for being responsible for drafting this Agreement or any part of it.
- i) A reference to this Agreement also includes any schedules or annexures attached to it.

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- j) A reference to dollars or \$ refers to the legal currency of Australia.
- k) If any required action falls on a non-Business Day, it must be performed on the next Business Day.
- l) A reference to an Act includes any related regulations, delegated legislation, or amendments, and extends to Acts replacing it.
- m) A reference to this document or Agreement includes both the Client Custody Agreement Terms and Conditions and the Capital Guard Application Form, which together form the agreement between the parties.
- n) If there is any inconsistency between the provisions of the Capital Guard Application Form and these Client Custody Agreement Terms and Conditions, the latter will prevail to the extent of the inconsistency.

## **5. AGREEMENT**

The Client and *Worldwide Banners Pty Ltd* ("Worldwide Banners"), as an Authorised Representative (AR No. 1314512) of *Capital Guard AU Pty Ltd* (AFSL No. 498434), hereby enter into this Agreement in exchange for the Consideration provided herein.

### **5.1. EFFECTIVENESS**

This Agreement will commence on the Effective Date and will remain in full force and effect until it is terminated in accordance with clause 13.

### **5.2. CUSTODIAN**

5.2.1 From the Effective Date, the Client appoints *Worldwide Banners* (as Authorised Representative of *Capital Guard AU Pty Ltd*) to:

- (a) Provide the Services under the supervision of *Capital Guard Pty Ltd*;
- (b) Arrange for Capital Guard, or its appointed Agent, to act as a third-party custodian and deliver the Custodial Services as outlined in clause 8.2.2 .

Any Sub-Custodian appointed by Capital Guard must meet the financial requirements specified in ASIC Regulatory Guide 166. Capital Guard will obtain an annual written assurance from the Agent confirming compliance with these requirements.

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2.3 The parties acknowledge and agree that where *Capital Guard Pty Ltd* is designated as a Custodian, it will operate solely in the capacity of an "Incidental Provider" in accordance with Regulatory Guide 166.173.

### **5.3. CLIENT'S ASSETS**

*Capital Guard AU Pty Ltd*, acting through *Worldwide Banners Pty Ltd*, retains the right, at its sole discretion, to refuse to hold any Client Asset proposed by the Client under this Agreement.

### **5.4. BENEFICIAL OWNERSHIP**

*Capital Guard AU Pty Ltd* acknowledges and agrees that the beneficial interest in the Client's Assets, as held under this Agreement, will always remain with the Client. Nothing in this Agreement alters the beneficial ownership of the Client's Assets.

## **6. APPOINTMENT OF AUTHORISED PERSONS**

6.1 You may authorise another person ("Authorised Person") to give instructions or place Orders on your behalf. You must notify *Worldwide Banners* in your Application Form or otherwise in writing, providing full identification details, including full name, contact information, and signature.

6.2 Any change or revocation of such authority becomes effective only upon written notice received by *Worldwide Banners*.

6.3 You may also appoint an attorney (under a valid power of attorney) to act on your behalf. *Worldwide Banners* and/or *Capital Guard* reserve the right to accept or reject such power of attorney.

6.4 Clients who are legal entities may authorise persons to act under this Agreement, subject to any conditions imposed by *Worldwide Banners* or *Capital Guard*.

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6.5 Instructions or Orders from an Authorised Person (or which appear to be from an Authorised Person) will be deemed to be from you.

6.6 You remain solely liable for all acts or omissions of your Authorised Person, even if such acts were:

- (a) Outside their authority; or
- (b) In error, fraudulent, negligent, or criminal.

6.7 You release *Worldwide Banners* and *Capital Guard* from liability for any Loss resulting from reliance on instructions or actions by an Authorised Person.

## **7. CONFLICTS OF INTEREST**

7.1 When arranging or entering into a transaction for you, *Worldwide Banners*, *Capital Guard*, or related parties may have interests or relationships that could conflict with your interests.

7.2 You acknowledge and agree that:

- Such interests do not create a duty of disclosure beyond what is required under applicable laws;
- Our employees are subject to an internal policy of independence; and
- *Worldwide Banners* and *Capital Guard* are not acting as fiduciaries in relation to you or your associates.

7.3 We are subject to a Conflicts of Interest Policy, which includes internal procedures for identifying and managing such conflicts in accordance with ASIC requirements.

## **8. SERVICES – RESPONSIBILITIES**

**WorldwideBanners Pty Ltd** (“WWB”), acting as an Authorised Representative (AR No. 1314512) of Capital Guard AU Pty Ltd (AFSL No. 498434), agrees with the Client that it will take all reasonable steps to ensure that Capital Guard or its appointed Agent performs the following functions when providing Services, or WWB will do so directly to the extent permitted under its authorisation:

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### **8.1. Custody of Client Assets**

Take custody of the Client's Assets and any documents evidencing title to them, holding them for the Client's account or in a Sub-account, as arranged by Capital Guard.

### **8.2. Bare Trust Arrangement**

Ensure that the Client's Assets are held under a bare trust arrangement in the name of Capital Guard, its Sub-custodian, or through an approved Securities System, such that the Client retains full beneficial ownership.

### **8.3. Separation of Assets**

Ensure the Client's Assets are held separately from those of Capital Guard, WWB, the Sub-custodian or other clients, unless operationally impractical or not cost-effective. In such cases, Assets may be held in pooled custody accounts, with proper records maintained to identify the Client's specific interests.

### **8.5. Distribution of Payments**

Credit all income, distributions, and payments relating to the Client's Assets to the relevant Account as instructed or arranged.

### **8.6. Proper Instructions**

Act only upon Proper Instructions provided by the Client in accordance with this Agreement.

### **8.7. Reporting**

Provide or arrange for the provision of Reports to the Client in accordance with clause 3.14.

### **8.8. Record Keeping**

Maintain or ensure the maintenance of accurate Records in accordance with clause 11.1.

### **8.9. Compliance with Applicable Law**

Facilitate the preparation and lodgement of any documentation required by Applicable Law related to the custodianship of Client Assets.

### **8.10. Additional Services**

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard's behalf.



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Provide other custodial or administrative services as may be agreed in writing between the Client and WWB, under the supervision of Capital Guard.

### **8.11. Duty of Care**

Act with reasonable care and in the Client's best interests when performing obligations under this Agreement.

WWB and Capital Guard are not obligated to provide any additional services unless this Agreement is amended accordingly and to the satisfaction of Capital Guard.

## **9. QUALITY STANDARDS**

To the fullest extent permitted by law, all warranties or obligations that may be implied on Capital Guard are excluded. Capital Guard (and by extension, WWB) owes no further duty to the Client except:

- **Custody:** To provide or arrange for the custody of Client Assets.
  - **Honesty and Good Faith:** To act honestly and in good faith.
  - **Reasonable Skill and Care:** To exercise the care and diligence of a reasonably experienced provider in the relevant markets.
- Capital Guard has no duties or liability to any third party with an interest in the Client's Assets except as described above.

## **10. LIMITATION OF LIABILITY**

Capital Guard and/or WWB is not responsible for:

- **Asset Validity:** Verifying title, authenticity, form, or lack of encumbrance on Client Assets.
- **Advice:** Giving advice on the acquisition, disposal, or management of Assets.
- **Authorisation Checks:** Investigating whether Assets are suitable or permitted investments for the Client.
- **Consideration:** Confirming that fair value was paid or received for transactions, unless based on Proper Instructions.
- **Third-Party Information:** Ensuring the accuracy of third-party or Client-provided data.

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- **Insurance:** Providing insurance unless stated in clause 3.15.

Capital Guard and WWB are not responsible for monitoring the issuer of any Asset or compliance of the Client or its agents with any applicable laws or restrictions, unless specifically agreed otherwise.

## **11. CONTRACTS**

Capital Guard is not required to enter into any contract unless such contract contains a limitation of liability clause in a form satisfactory to Capital Guard.

## **12. CONFLICT AND RESOLUTION**

The Client agrees and acknowledges that Capital Guard and its Related Entities:

- May deal in Securities or other instruments for their own account, even if those are also held by the Client.
- May appoint Related Entities as Sub-custodians or Agents.
- Are not required to account to the Client for any profit or benefit arising from such activities.
- May act for other clients under similar or identical terms as this Agreement.

Nothing in this Agreement prevents Capital Guard, WWB, or their Agents from:

- Dealing as principal or agent in any transaction involving Client Assets;
- Acting in other custodial, trustee, or fiduciary capacities for third parties;
- Holding or transacting in similar assets for their own accounts.

Capital Guard / WWB and their Agents are not obligated to disclose to the Client any information acquired as a result of such arrangements, unless expressly required by this Agreement or Applicable Law.

## **12. FORCE MAJEURE**

If a Force Majeure Event occurs that materially affects the delivery of Services:

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**Capital Guard**, or WWB acting under its supervision, will:

- Notify the Client of the Force Majeure Event and its anticipated impact;
- Activate the Business Continuity Plan; and
- Resume Services as soon as practicable and with minimal disruption.

If Services are not resumed in full within **20 Business Days** of such notice (or longer if mutually agreed), the Client may terminate this Agreement immediately by written notice.

### **13. REPORTING**

To enable Clients to monitor the performance of **Capital Guard** and any Sub-custodian, **WWB** will, under Capital Guard's direction, provide reports that include:

- **Transaction Reports:** Issued when Client money is used for acquiring or disposing of a Security, based on Proper Instructions;
- **Monthly Holding Statements:** Showing the Client's holdings at the end of each month;
- **Annual Summary Reports:** As of 30 June, summarising the Client's holdings;
- **Other Reports:** As reasonably requested by the Client regarding the Client's Assets.

The Client acknowledges:

- Capital Guard does not provide tax advice;
- These records may not suffice for the Client's own tax or legal obligations;
- The Client should confirm adequacy of such records with its tax advisors;
- Capital Guard is not liable for losses from insufficiencies in these reports.

### **15. INSURANCE**

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard's behalf.



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The company, or its Agent, will maintain insurance coverage at the higher of:

- The level required by applicable Regulatory Policies; or
- The level customarily maintained in the relevant market.

## **16. ANTI-MONEY LAUNDERING (AML) & SANCTIONS COMPLIANCE**

**WorldwideBanners Pty Ltd**, as Authorised Representative of Capital Guard AU Pty Ltd, must comply with all applicable anti-money laundering, counter-terrorism financing, and sanctions laws, including the AML/CTF Act 2006 (Cth).

The Client acknowledges that Capital Guard/WWB may delay, block, or refuse to process any transaction or payment without liability if:

- The transaction may breach any applicable law or regulation in Australia or internationally;
- The transaction involves a person who is subject to economic or trade sanctions, including under the **Charter of the United Nations Act 1945 (Cth)**, **Autonomous Sanctions Act 2011 (Cth)**, or similar laws;
- The transaction may involve proceeds of crime or be intended for unlawful purposes.

Capital Guard and WWB may also:

- Request verification information about the Client and any agent acting on the Client's behalf;
- Disclose information to **AUSTRAC**, regulators, courts, or service providers (including foreign entities) to comply with applicable AML/CTF or sanctions obligations.

The Client agrees to promptly provide all information reasonably required by Capital Guard or WWB to fulfil their legal obligations under AML, CTF, and sanctions legislation.

## **17. CLIENT INSTRUCTIONS AND PRODUCT SUBSCRIPTIONS**

### **18.**

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard's behalf.



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1. You may submit instructions to **WorldwideBanners Pty Ltd** ("WWB") to subscribe to structured investment products arranged by WWB under authorisation from **Capital Guard AU Pty Ltd** (AFSL No. 498434).
2. Each product offering will be subject to specific terms and conditions (a "Product Term Sheet"), including details of:
  - o Target marketing campaign or company associated with the structured product;
  - o Investment amount and duration;
  - o Expected returns and associated risks;
  - o Any performance triggers or thresholds.
2. WWB will arrange the subscription for the investment under Capital Guard's authorisation, and Capital Guard will be the issuer or responsible entity for the product as defined in the Product Term Sheet.
4. WWB or Capital Guard may, at their discretion:
  - o Refuse a subscription instruction;
  - o Limit the size or availability of a product to individual clients;
  - o Amend or withdraw an offer prior to execution.
5. Once a subscription is accepted, it becomes binding on you, and you must ensure sufficient funds are available to meet your payment obligation by the settlement date indicated in the Product Term Sheet.
6. WWB and Capital Guard will not be responsible for any delay, error, or rejection of an instruction due to:
  - o Incomplete documentation;
  - o Insufficient funds;
  - o Technical, regulatory, or legal issues;
  - o Force majeure or exceptional market disruptions.
7. WWB and Capital Guard may act as principal or agent in offering structured investment products and may:
  - o Provide similar offerings to other clients;
  - o Take an opposing position to your investment if required for hedging purposes;

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o Earn fees or commissions from both you and the advertising company associated with the campaign.

8. You confirm and acknowledge:

- o You remain responsible for all instructions made by you or your Authorised Person;
- o You have not relied on personal financial advice unless expressly stated in writing and authorised under Capital Guard's AFSL;
- o WWB may be remunerated via a placement fee, success fee, or trailing commission as disclosed in the Product Term Sheet.

9. You agree not to instruct WWB to invest or allocate into a product where:

- o The funds originate from unlawful sources;
- o The investment may contravene Australian or foreign laws, including AML/CTF or sanctions laws;
- o The investment purpose is connected with market manipulation, fraud, or other prohibited conduct.

10. WWB and Capital Guard may disclose your information to regulators such as ASIC, AUSTRAC, or foreign authorities as required by law.

### **18. CAPITAL GUARD'S RESPONSIBILITIES IN RELATION TO WWB STRUCTURED PRODUCTS**

1. Capital Guard will oversee and ensure compliance with AFSL obligations relating to all structured products offered via WWB.

2. For each investment product, Capital Guard/WWB (or its appointed custodian or trustee) will:

- o Receive and hold Client funds in a designated client money account until the product is activated;
- o Issue or record the Client's interest in the product in accordance with the Product Term Sheet;
- o Monitor compliance with performance obligations linked to advertising campaign benchmarks, if applicable.

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard's behalf.



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3. WWB and Capital Guard will:

- Maintain transaction records for each product;
- Provide the Client with:
  - A subscription confirmation;
  - Regular performance updates (if applicable);
  - A yearly summary of investments as of 30 June for taxation purposes.

3. WWB and Capital Guard do not guarantee the success of the advertising campaign or performance of the underlying marketing strategy and do not insure capital unless explicitly stated in the Product Term Sheet.

### **19. EXCEPTIONAL EVENTS**

An Exceptional Event includes:

- (a) Any fire, strike, riot, civil unrest, terrorist act, war, or industrial action;
- (b) Any natural disaster such as floods, tornadoes, earthquakes, and hurricanes;
- (c) Any epidemic, pandemic, or public health emergency of national or international concern;
- (d) Any act or regulation made by a government, supranational body, or authority that we believe stops us from maintaining an orderly market in relation to stocks or bonds traded on the exchange;
- (e) The suspension or closure of any exchange;
- (f) The nationalisation of any exchange by a government;
- (g) The imposition of limits or unusual terms by a government on any stock or bond traded on an exchange;
- (h) The failure of any instrument that we use to determine stock or bond prices;
- (i) Excessive changes to the price, supply, or demand of any stock or bond, and we may also declare an Exceptional Event where we anticipate such a change (within reason);
- (j) Technical failures in transmission, communication, or computer facilities, including power failures and electronic or equipment failures;
- (k) The failure of any supplier, custodian, sub-custodian, broker, dealer, exchange, clearing house, or regulatory organisation to perform its obligation to us;





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- (l) A liquidity provider not providing, or being unable to provide, liquidity to us for stocks or bonds;
- (m) An event which significantly disrupts a financial market, including (but not limited to) the premature close of trading in the market of a product, or excessive movements in price, supply, or demand of a stock or bond.

## **19.1 CONSEQUENCES OF AN EXCEPTIONAL EVENT**

If an Exceptional Event occurs, the availability and speed of our service, including our trading platform, website, execution of your orders, and specific functionalities related to your transactions, may be delayed, unavailable, or not carried out. Capital Guard will not be liable to you for any losses incurred as a result.

If we believe, in our reasonable opinion, that an Exceptional Event has occurred or is occurring, we may take immediate actions, including:

- (a) Limiting the availability of instructions you may give in respect of an order or trade;
- (b) Adjusting trading hours for a stock or bond;
- (c) Closing open transactions at a price that we believe is reasonably proportionate;
- (d) Cancelling some or all open orders which are affected by the Exceptional Event.

If we take any such action and you lose money as a result, Capital Guard will not be liable to you.

We will use commercially reasonable efforts to resume normal performance of our services after an Exceptional Event occurs.

## **19.2. Consequences of Default**

If a Default occurs, Capital Guard or WWB may, without prior notice, take any action it considers reasonable in the circumstances, including but not limited to:

- (a) Cancel any outstanding Orders.



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- (b) Settle any Transaction that has not yet been completed at the time of Default.
- (c) Cancel a Transaction and adjust your Account accordingly, including reversing any previous gains or losses.
- (d) Apply any money that you have deposited into a Trust Account, which you are entitled to, by way of set-off or withdrawal to cover any amount you owe Capital Guard.
- (e) Terminate these Terms, any Schedule, your Account, or one or more Transactions.
- (f) Enforce any security or guarantee provided in respect of your obligations to Capital Guard.
- (g) Convert any outstanding amounts owed by you to Capital Guard into Australian currency.
- (h) Calculate all amounts owing by you to Capital Guard and declare such amounts immediately due and payable.
- (i) Exercise any other rights conferred by Applicable Laws or these Terms. For any action taken by Capital Guard under this clause, you must account for any resulting losses as if Capital Guard had acted on your instructions.

## **20. CLIENT REPRESENTATIVES AND INSTRUCTIONS**

### **20.1 APPOINTMENT OF AUTHORISED PERSONS**

The Client must designate and maintain at least one individual (which may include the Client) authorised to issue instructions, provide documentation, and communicate with **WorldwideBanners Pty Ltd** (“WWB”) and/or **Capital Guard AU Pty Ltd** (“Capital Guard”) on the Client’s behalf (“Authorised Person”).

WWB and Capital Guard may rely on the authority and identity of any Authorised Person until they are informed in writing of a change in authority.

### **20.2 CERTIFICATION OF AUTHORISED PERSONS**

On or before the Effective Date, and as may be required from time to time, the Client must provide to WWB:

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard’s behalf.



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- The full name, position, and specimen signature (or electronic equivalent) of each Authorised Person; and
- Contact details, including email address.

WWB and Capital Guard may rely on any instruction received from an Authorised Person's registered email or any other agreed communication method, even if such instruction was not actually sent by that individual, unless fraud or gross negligence is proven.

### **20.3. CHANGES TO AUTHORISED PERSONS**

The Client may change, remove, or add Authorised Persons by providing written notice to WWB in a format agreed between the parties. The notice must specify:

- The identity of any individual whose authority is revoked and the effective date; and
- The identity, position, and specimen signature (or electronic equivalent) of any new Authorised Person, with the date their authority becomes effective. WWB and Capital Guard may continue to act on the authority of a previously authorised individual until they receive a valid revocation notice and have had a reasonable time to process it.

### **20.4 INSTRUCTIONS THROUGH AGENTS**

The Client may appoint a third-party agent to provide instructions related to its investments in WWB-arranged products. The Client must:

- Notify WWB in writing of the appointment or revocation of any agent;
- Ensure the agent has proper authority to manage investment instructions and act on the Client's behalf.

WWB and Capital Guard may rely on instructions from such an agent unless and until written revocation has been received and processed.

### **20.5. CLIENT'S RESPONSIBILITY**

The Client agrees that:

- The Client is solely responsible for all actions and omissions of its Authorised Persons and agents;



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- WWB and Capital Guard are entitled to treat all instructions from an Authorised Person as if made by the Client;
- Any breach of this Agreement by an Authorised Person or agent will be deemed a breach by the Client;
- A reasonable time must be allowed for WWB or Capital Guard to act on changes to Authorised Persons.

## **20.6 AUTHORITY RELIED UPON**

WWB and Capital Guard may rely upon any:

- Instruction, request, notice, or certificate that they reasonably believe to be genuine and properly authorised;
- Certificate signed by a company director, secretary, or authorised signatory that identifies authorised individuals or confirms resolutions. Such authority shall remain valid until WWB or Capital Guard is notified otherwise in writing.

## **20.7 LIMITATION OF LIABILITY AND INDEMNITY**

Subject to applicable law (including the Competition and Consumer Act 2010 (Cth), the Corporations Act 2001 (Cth), and any non-excludable rights), and to the extent permitted:

### **(a) No Warranties or Guarantees**

WWB and Capital Guard provide no warranty, express or implied, as to the suitability, completeness, accuracy, or availability of the Services or any Online Services (if applicable).

### **(b) Excluded Liability**

WWB and Capital Guard are not liable for any Loss (including indirect or consequential loss) arising from:

- Errors, omissions, or delays in the transmission of information;
- Service interruptions, system failures, or data errors;
- Ambiguous, inaccurate, or unauthorised instructions;
- Acts of God, telecommunications failure, sabotage, fraud, regulatory actions, or other events beyond their control.

### **(c) Release and Indemnity**

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard's behalf.



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To the fullest extent permitted by law, you release and agree to indemnify WWB, Capital Guard, and their employees, officers, and agents from any Claim arising from:

- Your breach of this Agreement or Applicable Law;
- Your instructions or actions of your Authorised Persons or agents;
- Data, IT, or communication failures on your end;
- Delays or failure in processing instructions due to verification or compliance checks;
- Any lawful act performed under or related to this Agreement.

This indemnity does not apply where Capital Guard or WWB is liable due to fraud, gross negligence, or breach of non-excludable legal duties.

## **21. CLIENT ASSETS AND ENCUMBRANCES**

### **21.1 NO ENCUMBRANCES**

Except as expressly permitted under this Agreement or Applicable Law, **Capital Guard AU Pty Ltd** (acting through **WorldwideBanners Pty Ltd**) will not place, nor allow any third party to place, any charge, mortgage, lien, or other encumbrance over your investment amount or rights to proceeds from any structured investment product.

### **21.2 RIGHT OF SET-OFF**

Capital Guard retains a contractual right to:

- Withhold distribution or redemption proceeds under any structured product offered via WWB; and
- Apply such amounts to satisfy any unpaid fees, costs, or amounts due under this Agreement but only to the extent that such a right is legally permissible and clearly disclosed in the applicable Product Term Sheet or client documentation.

This right does not apply to Clients who are AFSL holders where it would breach their licence conditions.

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## **21.2 AUTHORISATION TO ACT**

To enforce the above right of set-off, the Client grants Capital Guard and/or WWB the authority to take any steps reasonably necessary to administer the recovery of funds, including contacting the Client, applying credits to outstanding obligations, or issuing invoices for unpaid balances.

## **22. THIRD-PARTY SERVICE PROVIDERS AND STRUCTURED PRODUCT AGENTS**

### **22.1 ENGAGEMENT OF AGENTS**

Capital Guard and/or WWB may engage third-party providers or agents to support the design, administration, or delivery of structured investment products offered through WWB. The Client consents to such engagements provided the agent:

- Has a clearly defined role in the delivery of the product or service; and
- Operates under contractual terms consistent with Capital Guard's compliance obligations.

### **22.2 LIABILITY FOR AGENTS**

- Where Capital Guard engages a **Related Entity**, it will be liable for that agent's acts and omissions as if they were its own.
- Where Capital Guard engages a **Non-Related Entity**, Capital Guard will not be liable for the agent's solvency, misconduct, or performance unless caused by Capital Guard's failure to exercise due diligence in selection or supervision.

If the Client suffers loss due to such a Non-Related Entity, Capital Guard will:

- Assign to the Client any rights it holds against that party; or
- Pursue recovery on the Client's behalf, provided the Client indemnifies Capital Guard for associated costs.

## **23. CAPITAL GUARD'S LIABILITY**

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CG and/or WWB shall not be liable to the Client (except as required by law or where caused by fraud, gross negligence, or wilful misconduct) for any:

- Loss of profit, revenue, opportunity, or goodwill;
- Indirect, special, or consequential loss;
- Delay or failure due to Force Majeure or external events (e.g., cyberattacks, data centre failure, regulatory action, civil disorder, or supply chain disruptions).

CG and /or WWB will not be liable where:

- The Client has contributed to the loss by negligence or breach;
- The Client could have mitigated the loss through reasonable care;
- The claim arises from the actions or omissions of an external provider engaged with the Client's knowledge and consent.

Any incidental benefits received by Capital Guard during the performance of its duties (e.g., placement fees, interest spreads, or promotional bonuses) may be retained unless otherwise agreed in writing.

### **23. CLIENT'S OBLIGATIONS AND INDEMNITY**

#### **24.1 COOPERATION AND DOCUMENTATION**

The Client must promptly:

- Provide all information and documentation reasonably required by WWB or Capital Guard to administer any investment or product offering; and
- Execute any additional forms or authorisations required by law or regulation to allow WWB or Capital Guard to comply with applicable obligations (e.g., AML/CTF, tax, sanctions).

#### **24.2 REGULATOR NOTIFICATIONS**

The Client must immediately forward to Capital Guard any communication received from a Regulator (e.g., ASIC, AUSTRAC) that:

- Affects the Client's eligibility to participate in structured products; or

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- Concerns any product or service provided by Capital Guard or WWB.

### **24.3 INDEMNITY**

To the extent permitted by law, and except in the case of fraud or gross negligence by Capital Guard and or WWB:

The Client indemnifies WWB, Capital Guard, and their officers and agents from and against any Claim, loss, cost, or liability arising from:

- The Client's breach of this Agreement or any applicable law;
- The inaccuracy of any information or certification provided by the Client;
- Any legal or regulatory action resulting from the Client's misuse of a structured product;
- Any error or omission of an Authorised Person or appointed agent acting on the Client's behalf;
- Delays in processing caused by verification procedures or internal compliance reviews;
- Any instruction acted upon in good faith by WWB or Capital Guard.

Capital Guard may hold this indemnity in trust for third parties where applicable.

## **24. ACCESS TO INFORMATION AND RECORD KEEPING**

### **24.1 MAINTENANCE OF RECORDS**

Capital Guard AU Pty Ltd will, in relation to the structured investment products offered by WorldwideBanners Pty Ltd (WWB) under its authorisation, maintain appropriate and accurate records including:

- Subscription amounts received from the Client for each structured product;
- Distributions, interest, or proceeds payable to the Client from matured or completed products;
- Records of product documentation, including Product Term Sheets and confirmations;
- Details of transactions performed in connection with any investment offered to the Client.

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Records will be maintained in accordance with Capital Guard's internal compliance and data retention policies, as updated from time to time, and as required by applicable law and AFSL conditions.

## **25.2 CLIENT AUDIT RIGHTS**

At the Client's written request and expense, **Capital Guard** will:

- Provide the Client and/or its auditors reasonable access during business hours to the records maintained under clause 11.1 for audit or due diligence purposes;
- Provide reasonable assistance to the Client's auditors to enable them to perform their functions.

These rights apply solely to the Client's own investment records and do not extend to commercially sensitive internal information or unrelated client data.

## **26. FEES AND EXPENSES**

### **26.1 FEES FOR SERVICES**

As of the Effective Date:

- The Client is not required to pay separate fees to Capital Guard for participation in structured investment products unless specified in the relevant **Product Term Sheet** or **Client Agreement**.
- Capital Guard reserves the right to introduce platform or administrative fees in the future. If so:
  - At least **60 days' written notice** will be provided before such fees take effect;
  - The notice will specify the fee amount, frequency, billing method, and applicable services.

The specific fees, costs, and charges applicable to your investment are fully detailed in the relevant Product Disclosure Statement (PDS), which should be reviewed carefully prior to making any investment decision. If the Client does not wish to accept the new fees, they may terminate this Agreement in accordance with clause 14 within the notice period.

## **27. TERMINATION AND REFUNDS**

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard's behalf.



## **27.1 TERMINATION**

1. This Agreement begins on the Effective Date and remains in effect until terminated as follows:
  - Either party may terminate by providing 60 days' written notice.
  - The Client may terminate immediately if:
    - Capital Guard, WWB, or their employees or agents engage in fraud related to any investment product or Service;
    - Capital Guard's AFSL is suspended or cancelled.
  - Either party may terminate immediately upon an Event of Default or following a Force Majeure Event (clause 3.13).
  - The Client may also terminate immediately if rejecting an amendment
2. Capital Guard and or WWB may also terminate this Agreement at any time by giving notice.
3. Termination does not affect:
  - Outstanding obligations at the time of termination;
  - Any indemnity, limitation of liability, or clause which survives termination.
4. Each party may terminate a product-specific Schedule under this Agreement without terminating the entire Agreement.
5. Upon termination, WWB or Capital Guard may:
  - Cancel any pending allocations or investments not yet completed;
  - Finalise redemptions and settlements;
  - Cease offering new product access;
  - Take any reasonable action consistent with the Agreement's termination.
6. Upon termination, the Client must:
  - Fulfil all outstanding obligations;
  - Cooperate with WWB and Capital Guard to facilitate wind-down of any open products.
7. If any payments or product-related benefits are still due to the Client, Capital Guard will:

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- o Complete all distributions and settlements in accordance with the product's terms;
- o Provide necessary documentation to the Client or any authorised recipient.

8. If any amounts remain unpaid by the Client at termination, Capital Guard may:

- o Invoice the Client for all unpaid Fees and outlays incurred up to and including the termination date;
- o Recover all costs associated with terminating or unwinding any structured product.

### **27.2 REFUND POLICY**

1. Refunds may be issued only under the following conditions:

- o Administrative or pricing errors related to product subscription;
- o Duplicate or unauthorised charges;
- o Overpayments beyond agreed amounts;
- o Capital Guard's and/or WWB's breach of regulatory obligations causing financial harm to the Client.

2. Refunds will not be issued for:

- o Investment performance or market-related losses;
- o Early redemption or cancellation by the Client unless related to error or breach;
- o Losses from Client negligence or non-compliance.

3. Refund Process:

- o Requests must be submitted in writing with full client details and reasons;
- o WWB will acknowledge receipt within 2 business days and respond within 14 business days;
- o Approved refunds will be processed within 7 business days to the original payment method.

4. Dispute Resolution:

- o Internal Dispute Resolution (IDR) may be initiated through WWB's Dispute Officer as per complaints policy that can be found on company's website;



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o External complaints can be lodged with the Australian Financial Complaints Authority (AFCA).

## **28. REPRESENTATIONS AND WARRANTIES**

### **28.1 Mutual Representations**

Each party represents that:

- It has the authority and capacity to enter into this Agreement;
- This Agreement constitutes a binding obligation upon execution.

### **28.2 Capital Guard's Additional Representations**

Capital Guard represents that:

- It holds a valid AFSL authorising it to arrange and issue structured investment products;
- It complies with all applicable licensing and regulatory requirements;
- It maintains business continuity and data security measures to protect Client information;
- It will notify the Client if any representation ceases to be accurate.

### **28.3 Client Representations**

The Client represents that:

- It has authority to enter into and perform under this Agreement;
- It has provided true and complete information;
- It will inform WWB and Capital Guard of any change in circumstances that could affect this Agreement;
- If acting as trustee, it is entitled to be indemnified from the relevant trust's assets.

## **29. RISKS OF STRUCTURED INVESTMENTS**

The Client acknowledges that structured investments carry risks, including but not limited to:

- Market volatility affecting campaign performance;
- Underperformance of advertising outcomes tied to structured return features;
- Non-liquidity during product duration;

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- No guarantee of return of capital unless explicitly stated;
  - Delay in payouts due to regulatory, operational, or third-party factors.
- WWB and Capital Guard provide no personal advice unless expressly agreed and documented.

Risks specific to each financial product or investment instrument are comprehensively outlined in the relevant Product Disclosure Statement (PDS), which should be reviewed in full before proceeding with an investment.

### **30. CONFIDENTIALITY AND PRIVACY**

#### **30.1 Confidentiality**

Capital Guard and WWB agree to maintain the confidentiality of all Client information unless:

- Required by law or a regulatory body;
- Necessary for enforcement or dispute resolution;
- Consented to in writing by the Client.

Third-party service providers engaged to support product delivery will be subject to confidentiality obligations.

#### **30.2 Third-Party Personal Information**

If the Client provides personal data of another person:

- They must ensure the individual is aware their data may be held and used by Capital Guard;
- The individual may request access or correction;
- Data may be disclosed to contractors under strict confidentiality.

#### **30.3 Breach of Confidentiality**

Capital Guard acknowledges that it may be liable for Claims resulting from a breach of confidentiality, subject to the limitations of liability under this Agreement.

#### **30.4 Recordings**

- The Client consents to WWB recording voice communications without separate notice;
- Recordings may be used for compliance, dispute resolution, or training;

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- Clients may request copies of recordings for dispute purposes, subject to reasonable fees.

## **31. TAX MATTERS**

### **31.1. OBLIGATIONS OF CAPITAL GUARD**

Capital Guard's sole obligation regarding the tax law of any jurisdiction is to make reasonable efforts to assist the Client in relation to any claims for exemption or refund under the applicable tax laws for which the Client has provided the required information as stipulated in clause 18.1(b).

### **31.2. LIABILITY OF TAXES**

Under no circumstances shall Capital Guard be held personally liable for any tax imposed on the Client concerning the Client's Assets or any income or gains derived from those Assets. The Client agrees to reimburse and indemnify Capital Guard for any such tax imposed on Capital Guard or its Sub-custodians, excluding income taxes assessable on fees paid to Capital Guard or its Sub-custodians under this Agreement or any related document.

This indemnification includes, but is not limited to, additional charges for late payment, interest, penalties, and other expenses (including legal fees on a full indemnity basis) that may be assessed against the Client.

## **32. NOTICES**

### **32.1. DELIVERY**

Notices under this Agreement must be delivered as follows:

- Physical Delivery or Mail: Notices may be left at the address specified in this Agreement for each party or sent by prepaid ordinary post (or airmail if appropriate) to that address.
- Email: Notices can be sent by email to the designated email addresses of each party.

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- **Other Methods:** Notices may also be given in any other manner permitted by law and agreed upon in writing between the Client and Capital Guard.

If the intended recipient has notified a change of their postal or email address, then all communications must be directed to the new address provided. Notices are considered effective from the time they are received

### **33. GENERAL**

#### **33.1.ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

A party may not assign its rights or obligations under this Agreement without obtaining prior consent from the other party. This consent must not be unreasonably withheld or delayed.

#### **33.2. WAIVERS**

**Written Waiver Requirement:** Any waiver of a right, power, authority, discretion, or remedy due to a breach or default under this Agreement must be documented in writing and signed by the party granting the waiver.

**Non-Waiver of Rights:** A failure or delay in exercising, or partial exercise of, any right, power, authority, discretion, or remedy does not constitute a waiver of that right.

**Reliance on Delay:** A party cannot claim that a delay in exercising a right, power, authority, discretion, or remedy is a waiver of that right.

**Defence Against Rights:** A party cannot use the conduct of another party as a defense against the exercise of rights by that other party.

**No Waiver of This Clause:** This waiver clause itself cannot be waived except in writing.

#### **33.4. VARIATION**

Capital Guard AU Pty Ltd is the product issuer and AFSL holder. WorldwideBanners Pty Ltd acts as its Authorised Representative (No. 1314512) and may assist in distributing products and handling client interactions on Capital Guard's behalf.



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CG and WWB reserve the right to vary this Agreement at any time, providing Notice to the Client regarding the specific changes made. The Client's continued use of the Services will be interpreted as acceptance of the notified variations.

## **34. CONTINUING INDEMNITIES AND SURVIVAL OF INDEMNITIES**

### **Continuing Obligation**

Each indemnity contained in this Agreement is a continuing obligation that remains in full force and effect, even after any settlement of accounts or other occurrences. This obligation persists until all amounts owed under any indemnity have been paid in full.

### **Independent Obligation**

Each indemnity is a separate and independent obligation of the person providing it. No single indemnity limits the generality of any other indemnity, ensuring that all obligations are maintained.

### **Survival of Indemnities**

These indemnities will survive the termination of this Agreement, meaning they continue to be enforceable even after the Agreement ends.

### **Protection Against Reductions**

The indemnities are not subject to any reductions, terminations, or impairments due to circumstances such as set-offs, deductions, counterclaims, agreements, defenses, suspensions, deferments, or any other actions that could otherwise relieve the indemnifying party of its obligations under the law or in equity.

## **35. ENTIRE AGREEMENT**

This Agreement:

a) represents the entire and exclusive understanding between the parties concerning its subject matter; and





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b) replaces and nullifies all previous agreements or understandings, whether oral or written, between the parties regarding the custodianship of the Client's Assets as of the date of this Agreement.

### **36. ATTORNEYS**

Each individual signing this Agreement on behalf of a party under a power of attorney affirms that they are unaware of any facts or circumstances that could impact their authority to execute the Agreement under that power of attorney.

### **37. LAW AND JURISDICTION**

This Agreement will be interpreted and governed by the laws of New South Wales and the Commonwealth of Australia.