

Charles Schwab Australia Pty Limited Client Agreement

Introduction Agreement

This Introduction Agreement is between you and Schwab Australia Pty Limited (“Schwab Australia”) and relates to your Account (as defined below). The terms and conditions set out in this Agreement are personal to you and are agreed to by you for your own benefit or for the benefit of any other person you have a valid authority to act for and not for the benefit of any other unrelated third party.

1. Definitions

- **Account**—means the brokerage account established under your Account Application and Account Agreement.
- **Account Agreement**—means the agreement under which you opened an Account with CS&Co.
- **Account Application**—means the application under which you opened an Account with CS&Co.
- **Account Information**—means personal details, any statement of income including employment details, any statement of asset and liability or other financial information by you for the purposes of establishing and maintaining an Account.
- **Agreement**—Agreement means this introduction agreement.
- **AML/CTF Laws**—means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
- **Applicable Law**—means the Corporations Act, Australian Securities and Investments Commission Act 2001 (Cth), and the rules, regulations, policies, procedures, guides, guidance and similar requirements of any relevant exchange, clearinghouse or self-regulating organization and the Australian Securities and Investments Commission, and any other present or future law with which Schwab Australia or CS&Co. must satisfy in order for Schwab Australia or CS&Co. to avoid a relevant penalty, detriment, or disadvantage.
- **APPs**—means the Australian Privacy Principles as identified in the Privacy Act.
- **Corporations Act**—Corporations Act means the Corporations Act 2001 (Cth).
- **CS&Co.**—means Charles Schwab & Co., Inc.
- **FATCA**—means the Foreign Account Tax Compliance Act of the United States.
- **GIIN**—means Global Intermediary Identification Number.
- **Privacy Act**—means the Privacy Act 1988 (Cth).
- **Privacy Policy**—means the privacy policy issued by Schwab Australia from time to time, which is available from its website.
- **Terms and Conditions**—means those terms and conditions accompanying the Account Application.
- **U.S. Agreement**—means the Schwab One® Australia Account Agreement entered into between you and CS&Co.
- **we/us/our/Schwab Australia**—means Charles Schwab Australia Pty Limited ACN 085 258 822.
- **you/your/Account Holder**—Each person who signs the Account Application.

2. Interpretation

- Headings and bold type are for convenience only and do not affect the interpretation of the Agreement.
- The singular includes the plural and the plural includes the singular.
- Words of any gender include all genders.
- Other parts of speech and grammatical forms of a word or phrase defined in the Agreement have a corresponding meaning.
- An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, the Agreement.
- A reference to any legislation includes all delegated legislation made under it and amendment, consolidation, replacements or reenactments of any of it.
- A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- A reference to a party to a document includes that party’s successors and permitted assignees.
- A reference to “includes” means includes, without limitation.
- Capitalized terms not otherwise defined in this Agreement have the same meanings as are set out in the U.S. Agreement.

3. Consent

You consent to Schwab Australia providing your Account Information to CS&Co. for the purpose of CS&Co. contacting you and providing you with information and the opportunity to open a U.S. Brokerage Account for U.S. brokerage services and related purposes.

You also consent to Schwab Australia receiving a fee to be paid by CS&Co. from your U.S. Brokerage Account for any advisory services provided by us in respect of your U.S. Brokerage Account.

4. Agreement

You agree to abide by any rules, procedures, standards, requirements or other conditions we may establish in connection with this Agreement.

5. Modification and Termination

Schwab Australia may modify or terminate this Agreement at any time, for any reason. We will provide you with notice of any modifications. You may terminate this Agreement on 30 days’ written notice to us.

Termination of this Agreement will not release us or you from any existing obligations or from any liabilities for any antecedent breach of any of the terms and/or conditions of this Agreement and will not relieve you from any obligations you may owe to us under this Agreement prior to its termination. For avoidable of doubt, each indemnity survives the termination of this Agreement.

6. Limitation of Liability

To the extent permitted by law, we will not be liable to you for any losses, damages, costs and expenses, of any character, resulting from or caused by:

- a) you giving instructions under this Agreement or under any agreement you have with CS&Co.;
- b) us or CS&Co. refusing to act on your instructions or any delay in passing on your instructions to CS&Co.;
- c) your use of or reliance on any advice provided by us or CS&Co., including under research reports;
- d) your default under this Agreement or any agreement you have with CS&Co.;
- e) anything lawfully done by us or CS&Co., in accordance with this Agreement or at your request;
- f) either us or CS&Co. complying with any direction, request or requirement of the Corporations Act, or the requirements of any regulatory authority;
- g) failure of an exchange; or
- h) any events or circumstances which we cannot reasonably control.

7. Indemnification

You agree to indemnify us and our affiliates and the directors, officers, agents of us and our affiliates (“**Indemnified Parties**”) against any losses or liabilities reasonably incurred by any of the Indemnified Parties arising out of, or in connection with, and any costs, charges and expenses incurred in connection with, any of the Indemnified Parties acting under, or in connection with, this Agreement, except to the extent that any loss, liability, cost, charge or expense is caused by the gross negligence, fraud or dishonesty of any Indemnified Party. We hold the benefit of this indemnity on trust for each Indemnified Party.

We do not exclude or limit the application of any statute (including the Competition and Consumer Act 2010 (Cth)) where to do so would contravene that statute or cause any part of this Agreement to be void. We exclude all conditions, warranties or terms implied by statute, general law or custom except to the extent that such exclusion would contravene any statute or cause this provision to be void. Our liability for a breach of any provision implied by law which cannot be excluded is limited, in the case of goods, to the replacement of the goods or the supply of the equivalent goods, or in the case of services, the supplying of the services again. You acknowledge that we hold the benefit of this clause 7 on trust for each Indemnified Party.

8. Privacy

We may collect certain personal information concerning yourself as individual client or your company personnel if you are a legal entity other than natural person as required under the AML/CTF Act. The personal information we collect is in accordance with the Privacy Act and subject to our Privacy Policy. Failure to provide this information to Schwab Australia is likely to prevent Schwab Australia and CS&Co. from being able to provide the services to you under this agreement. Such information may be disclosed to our associated entities, contractors and unaffiliated service providers. Some of these entities are located overseas, such as in the U.S., Europe, the Asia Pacific region (including, but not limited to China, Hong Kong and Singapore). If you consent to such disclosure, you may lose protection as afforded under the Privacy Act and APPs in case of the overseas recipient's breach of your personal information. Individuals can access and seek correction of their personal information held by Schwab Australia by contacting a Schwab Australia representative.

You acknowledge that any personal information provided by you will be collected and used in accordance with the terms contained in our Privacy Policy, and our services will be provided to you on that basis.

9. Compliance With Applicable Law

You agree that:

- a) we are not required to take any other action or perform any obligation under, or in connection with, this Agreement if we are not satisfied as to your identity, or if we suspect on reasonable grounds that by doing so we may breach the AML/CTF Laws or Applicable Laws;
- b) we may request additional information and documentation from you during the course of our business relationship as part of our ongoing transaction monitoring obligations; and
- c) you will promptly notify us about any changes in relation to information and documentation you have previously provided to us for AML/CTF Law purposes;
- d) we and CS&Co. may delay, block or refuse to take and execute the order on your account, if we believe on reasonable grounds that to do so may breach Applicable Law in Australia or of any other country, including, without limitation, the AML/CTF Laws; and
- e) we and CS&Co. will incur no liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us in the above circumstance, and you agree to provide all information and documents to us which we reasonably require to comply with Applicable Law in Australia or of any other country, including any AML/CTF Laws and agree that we may disclose information which you provide to us to the relevant authority body.

10. FATCA

Schwab Australia may have an obligation under FATCA to conduct due diligence on new and existing client accounts to identify U.S. account holders, carry out periodical compliance review on clients' accounts, report to the relevant tax authority and withhold tax on certain client accounts under the prescribed circumstances. You consent to the collection of the information about you in relation to your U.S. resident or taxpayer status, your GIIN, the subsequent reporting of your account information and any tax withholding on your account by us to satisfy our FATCA obligation.

11. Dispute Resolution

If you have a complaint or if a dispute arises between you and us relating to or arising from anything in this Agreement (“**Dispute**”), we may close out or take any other action we consider appropriate in relation to the Dispute without previously notifying and/or without having received instruction from you. We will try to notify you either verbally or in writing about what action we have taken as soon as reasonably practicable afterward, but if we do not, the validity of our action shall not be affected. If you have an unresolved dispute or complaint with us, you can lodge a dispute with the Financial Ombudsman Service (FOS). Information about FOS is available at the following website: www.fos.org.au.

12. Assignment and Novation

You agree that we may assign any or all of our rights and/or novate, transfer, subcontract or delegate any or all of our obligations under this Agreement to any third party.

13. Power of Attorney

You have appointed us as your agent or attorney (as applicable) for the purposes set out in this Agreement and conferred upon us authority to do, or omit to do, all things reasonably necessary to perform our functions and all things reasonably incidental to the performance of our functions.

14. Governing Law

This Agreement is governed by the law in force in the State of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in the State of New South Wales, Australia, and courts of appeal from them in respect of any proceedings arising out of or in connection with the Agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.