

# Account Terms and Conditions

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## Terms and Conditions

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Please refer to our website [morgans.com.au](https://morgans.com.au) for the most up to date version of our Terms and Conditions.

### Morgans Terms and Conditions

#### 1 These Terms and Conditions

- 1.1 Prior to us agreeing to open this Account in your name, you acknowledge that you have read, understood and accepted these terms and conditions and you have made or will make inquiry of us if there is any aspect of these terms and conditions you do not understand.
- 1.2 You acknowledge and accept that:
- these terms and conditions, as varied from time to time, govern dealings between us including advisory services, provision of a Financial Product, or the provision of any Services, between you and Morgans
  - these terms and conditions must be read in conjunction with any other terms and conditions provided to you in respect of any Particular Service and to the extent there is any inconsistency the terms of the Particular Service shall prevail, and
  - this agreement does not limit the ability of Morgans to develop, change or adapt internal policies or procedures including those which govern the delivery and procurement of Financial Products or Services.

#### 2 Your Application

- 2.1 You represent and warrant:
- that all information provided by you in the Application Form or as notified to us from time to time is appropriate and correct and is not misleading and you agree that we may rely on that information, to make informed investment recommendations
  - that to the extent the information provided by you in the Application Form is incomplete, you acknowledge and accept that the investment recommendations are limited and you have considered whether the Financial Product or Service is appropriate for your relevant personal circumstances
  - you have the legal right and power to enter into the Agreement
  - if you are a body corporate, you are duly incorporated, and
  - if you are a trustee:
    - you agree that the Agreement will bind you in both a personal capacity and in your capacity as trustee
    - you represent and warrant that:
      - you can be indemnified out of the assets of the trust for all liabilities incurred under this Agreement, and

- you have properly exercised your trust powers and have full authority under the trust to enter into the Agreement, and
  - you are properly authorised to hold in your name any Financial Products that constitute trust property which are dealt with or CHESS sponsored under this Agreement, and
  - that any instructions will bind you in both a personal capacity and in your capacity as a trustee, and
  - all instructions are lawful and authorised.
- f if you are a director or partner of a corporate entity (including an incorporated association):
- you agree that the Agreement will bind you in both a personal capacity and in your capacity as a director or partner of a corporate entity
  - you represent and warrant that:
    - you can be indemnified out of the assets of the corporate entity for all liabilities incurred under this Agreement
    - you have properly exercised your powers and have full authority of the corporate entity to enter into the Agreement
    - you are properly authorised to hold in the corporate name any Financial Products that constitute property of the corporate entity which are dealt with or CHESS sponsored under this Agreement, and
    - each natural person listed in the Application Form will be regarded as an Authorised Person in relation to the Account, unless you advise us otherwise in writing.
- g if your Account is in two or more names:
- the liabilities of all parties are joint and several
  - a right given to those parties under the Agreement is a right given severally to each of them, and
  - a representation, warranty or undertaking made by any of those parties is made by each of them.

#### 2.2 You acknowledge and agree:

- to provide us with appropriate documentary evidence of identification and capacity
- to notify us of any relevant new information or change in relevant information as it occurs

- c that any Services provided by us to you, or Financial Product transactions we undertake on your behalf, will be subject to and bound by the *Corporations Act 2001 (Cth)*, the Rules, directions, decisions, regulations, customs and requirements of ASIC, ASX, Chi-X, NSX or an Approved Stock Exchange, the ASX Operating Rules, ASX Clear Operating Rules and ASX Settlement Operating Rules (collectively 'ASX Rules'), Chi-X Australia Pty Ltd (Chi-X) Operating Rules (Chi-X Rules) or, where relevant, the law and rules applicable to Financial Products transactions.

### 3 Your Instructions

#### 3.1 You acknowledge and agree that:

- a we may act on any verbal or written instructions from you or your Authorised Person
- b for the purpose of subclause 3.1a a written instruction can include, but is not limited to, an email, facsimile and SMS text where previously agreed
- c we do not provide a secure email facility for the provision of instructions to us and we can neither guarantee the delivery of instructions to us, nor confirmations of receiving, acting or declining to act on such instructions nor the security of any information contained within any email to and from us
- d if you request that we act on email, faxed or SMS instructions and we have agreed to do so, you acknowledge and agree that we may act on any instructions received from such email address, facsimile or mobile number nominated by you in writing to us from time to time
- e where an email address is nominated pursuant to subclause 3.1d we are entitled to assume that any request to act from that email address is a request to act from you or your Authorised Person;
- f where a request to act is sent by email or any other electronic form of communication you can not assume that the request to act has been received by Morgans and will be acted on until you receive a response from your adviser acknowledging the receipt of that email or communication
- g Morgans will not be liable for any loss or liability incurred by you where any instructions fail to reach us or are delayed when delivered by email, fax or SMS or where any dealing or proposed dealing is interrupted, delayed, unable to be completed or unable to take place due to service interruption or the failure of any computer or other electronic service
- h where applicable, and in the absence of specific execution instructions, any order we receive from you or your Authorised Person will be executed at the price available in accordance with our Best Execution Policy on either ASX or Chi-X, or the appropriate Approved Stock Exchange (subject to any limit imposed by you which may be different to the price at which the Financial Product is trading at the time you give us instructions)
- i we may at any time obtain a credit report or information containing your commercial and/or personal credit history from any credit reporting agency or any other credit provider, and
- j we may give to or seek from any person providing credit to you any commercial or personal credit information about you for the purposes of assessing credit applications, providing you Services, providing you with Financial Product advice, collecting any overdue payments, notifying defaults or exchanging information concerning defaults.

#### 3.2 We promptly notify you or your Authorised Person, as appropriate, if we in our absolute discretion and for any reason:

- a refuse a request for information, or
- b decline to accept or execute any instruction or order given by you or your Authorised Person
- c cancel any order,

- d generally restrict your ability to trade Financial Products through your Account, or
- e otherwise cease to provide to you any Services.

### 4 Financial Product Transactions

#### 4.1 You represent and warrant that, if you deal in a Financial Product:

- a you will provide us with all relevant information as required by the Rules at the time of placing an order to deal in Financial Products
- b before placing any orders, you will be in a position to pay for any Services, Financial Products purchased or have a presently exercisable and unconditional right to vest in a buyer any Financial Products sold, as the case may be
- c you will not issue instructions to us that will breach, or are likely to cause us to breach, any Rules including but not limited to:
  - i market manipulation, or
  - ii insider trading or front running, or
  - iii short selling, or
  - iv misleading or deceptive conduct.
- d you will not instruct any unauthorised person to issue instructions on your Account, and
- e if you become aware of any unauthorised transactions on your Account you will contact us immediately.

#### 4.2 You acknowledge and agree that, if you deal in a Financial Product:

- a we may deal on our own account, on behalf of our related entities and on account of Prescribed Persons (as defined in the Rules) ('as principal') on either ASX, Chi-X, NSX or an Approved Stock Exchange from time to time
- b your orders may be matched with an as principal order in the relevant trading platform for Financial Products transactions on either ASX/Chi-X or an Approved Stock Exchange and that accordingly, we may be a party to a transaction with you
- c you consent to Morgans acting as principal and consent to our disclosure to the relevant Approved Stock Exchange and that we have obtained your consent
- d your orders may be matched with opposite orders for Financial Products transactions on the Approved Stock Exchange on behalf of our other clients
- e you will inform us when you place a sell order in respect of Securities which you do not own (or if you place the order as agent, your client does not own), and confirm you have borrowed or arranged for Securities to be borrowed for delivery (i.e. a covered short sale)
- f ASX, Chi-X or an Approved Stock Exchange has the power to require cancellation or amendment of a Financial Product transaction on the relevant exchange, and
- g where you transact in international securities, you appoint Morgans Financial Limited as Custodian.

#### 4.3 You acknowledge and accept that, if you deal in a Financial Product:

- a all orders placed outside Normal Trading Hours will not be executed by us until commencement of the next Business Day
- b in certain circumstances your order may be partially filled over more than one day, and
- c if your order is filled over more than one day it will be executed at the price available on the either ASX, Chi-X or an Approved Stock Exchange (subject to any limit imposed by you).

#### 4.4 There are multiple exchange markets operating in Australia. As a market participant, we have a Best Execution Policy that outlines how we will execute and deal with orders to ensure that we adhere to our best execution obligation. The latest version of this policy is available on our website.

4.5 Morgans as a custodian establishes broker, global- and sub-custodial, and nominee relationships with various parties in their respective jurisdictions as required to facilitate trading and custody safekeeping. All stock held within Morgans custody is held in an omnibus structure for and on behalf of clients who retain beneficial ownership at all times. Morgans maintains a sub-register of clients and holdings are reflected on the client's portfolio. The underlying sub-custodian or nominee will control registered ownership of stock held in Morgans custody which is a requirement to facilitate Morgans safekeeping in a foreign jurisdiction.

## 5 Trade Confirmations

5.1 If applicable, we are required to provide trade confirmations to you in respect of each market transaction entered into by you. These confirmations can be provided to you either in writing, electronically (email), by fax or as otherwise permitted by an Approved Stock Exchange.

5.2 You acknowledge and agree that:

- a if you have provided Morgans with an email address and indicated that you would like to receive your trade confirmations by email, you elect to receive trade confirmations by electronic means and we will only provide electronic trade confirmations for all trades entered into on your Account, unless otherwise advised by you in writing
- b all trade confirmations, whether electronic or hard copy, are issued subject to the Rules, directions, decisions and requirements of ASX, Chi-X or the appropriate Approved Stock Exchange, the clearing rules and the settlement rules, the customs and usages of the market and the corrections of errors or omissions
- c a single trade confirmation is evidence of your authorisation provided to us in sub clauses 3.1 (a) and (b) in the past either expressly or by continuing to place orders with us
- d if we issue you with a trade confirmation it will, in the absence of manifest error, constitute conclusive evidence of the Financial Product transaction, and
- e the obligation to make payment by the Settlement Date is not subject to receiving the trade confirmation.

5.3 You authorise us to accumulate and volume weighted average price (VWAP) two or more transactions, in the same Financial Product or in respect of a series of transactions, carried out pursuant to an order, and provide to you a single trade confirmation when the entire order is completed instead of individual trade confirmations in respect of each transaction in the series.

5.4 You warrant and represent that:

- a the email address you provide us for the purpose of receipt of trade confirmations is true, complete and correct
- b you will notify us immediately if you do not receive delivery of an expected trade confirmation within 24 hours, and
- c you will notify us immediately in writing under your signature if there is any change to your email address.

## 6 Settlement

6.1 You represent and warrant that:

- a where Financial Products have been purchased, you will pay us the consideration for those Financial Products including associated duties and/or taxes
- b where Financial Products have been sold, deliver them to us in such form as would constitute valid delivery under the ASX/ Chi-X, NSX Rules
- c you will ensure that we receive payment for all Securities purchased including associated duties and/or taxes and all brokerage (including any GST) in respect of the trade on or before the second settlement day after the Securities transaction was entered into, except:

- i where a later date for settlement has been agreed by us in writing which is no more than 30 days after the transaction (in which case, the market transaction must be settled on the agreed date)
  - ii the transaction is a Forward Delivery Transaction (in which case, the transaction must be settled on the agreed forward date), or
  - iii the ASX, Chi-X or an Approved Stock Exchange classifies the product 'deferred delivery' or 'deferred settlement' (in which case, the transaction must be settled on the day specified by the relevant exchange), and
- d where Services have been provided, you will pay us for the provision of those Services in accordance with the tax invoice that we will issue to you.

6.2 You agree and acknowledge that:

- a before effecting any buy transaction we may, at our discretion, require you to put the full amount of the purchase price, together with any applicable fees or charges into our trust account in preparation for settlement
- b all currency exchange risks in respect of your transactions will be borne by you. Any conversion from one currency to another required to be made by us to perform or enforce any transaction may be effected by us in the manner and at the time as we in our absolute discretion decide prior to the settlement date, and
- c you will be deemed to have failed to complete a contract if payment in full of the purchase price for the Securities and other charges or delivery of Securities which constitute valid deliveries between brokers is not received by us by the date for settlement shown on the trade confirmation.

## 7 Failure to Settle

7.1 Where you fail to comply with your obligations pursuant to clause 6 of this Agreement or the ASX/Chi-X, NSX Rules then without prejudice to any other rights we may:

- a determine in our absolute discretion, at your risk and expense, to sell any Financial Products now or hereafter held by you on your behalf for any reason whatsoever and apply the proceeds in reduction of your liability to us
- b automatically close-out any Securities which have failed to settle after the initial scheduled settlement day by purchasing or borrowing Securities required to complete the failing source settlement in accordance with the ASX Settlement Operating Rules or Chi-X Operating Rules
- c charge you default interest on the outstanding moneys from the date of the relevant confirmation until the date on which payment is received by us at the rate equal to the Bank Bill Swap Reference Rate applicable at the date of the relevant confirmation plus a margin of 1.5%
- d deduct any daily or other fail fee or Securities lending fee from your net sale proceeds that is incurred by us for any sell transaction that does not settle on the settlement date as a consequence of your failure to supply or deliver your HIN, SRN or share certificate by the settlement date, and
- e Morgans shall have a general lien over all Financial Products and documents held or controlled by us for you in respect of all moneys now or at any other time owing by you to us for any reason.

## 8 Authorised Persons

8.1 You agree that if you have appointed an Authorised Person to deal on your behalf, then we may act upon the instructions of an Authorised Person, or provide Account information in response to a request from an Authorised Person, without the necessity to check the authority of that person.

- 8.2 We are not liable in respect of anything either we do or do not do in reliance on any trading instruction given, or in response to any request for information made, by a person we reasonably believe to be you or your Authorised Person.
- 8.3 If there is more than one Authorised Person, we may act on the instructions of any Authorised Person severally.
- 8.4 You acknowledge that Authorised Persons will be able to give instructions to deal on your Account or obtain information about your Account on your behalf, but that we may require written instructions from you in certain circumstances at our discretion.
- 8.5 We will regard each natural person listed in the Application Form as an Authorised Person for the purposes of this Account, unless you tell us not to do so in writing.

## 9 What You Pay Us

- 9.1 You acknowledge you have received, read and understood our Financial Services Guide (FSG) and consent to us charging you and you agree to pay such standard fees and charges as are applicable at the time of the Financial Product transactions or provision of the Service including:
- a brokerage
  - b commission
  - c fee for service, or
  - d any other fee which would otherwise be applicable to the transaction.
- 9.2 You consent to us charging you, in an 'as principal' transaction, to the extent permitted by the Rules and the law, brokerage, commission or any other fee which would otherwise be applicable to the transaction if it were not an as principal transaction.
- 9.3 When we enter into a market transaction on our own behalf with you, we will not charge you brokerage, commission or any other fee in respect of the transaction, except if:
- a you are a Prescribed Person
  - b you are a Wholesale Client who has consented to us charging brokerage, commission or any other fee (and that consent has not been withdrawn), or
  - c where otherwise permitted by the *Corporations Act 2001 (Cth)*.

## 10 Interest on Funds in our Trust Account

We may earn interest on the aggregate balance of any funds retained within our trust account. As it is not feasible to ascertain the interest attributable to your individual account balance, then, in accordance with legislation, any such interest will be retained by us.

## 11 Tax File Number and Australian Business Numbers

- 11.1 You acknowledge and agree that:
- a we are authorised by law to request and maintain a record of Tax File Numbers (TFN) or Australian Business Number (ABN) for the purpose of providing them to investment bodies on behalf of CHESSE sponsored clients.
  - b it is not an offence to withhold your TFN or, where the Securities are held for a business purpose, your ABN. However, if you do not provide your TFN or ABN, tax may be deducted from payments of interest and the unfranked portion of dividends at the highest marginal tax rate.

## 12 GST Status

- 12.1 If you notify us in the Application Form or otherwise in writing that:
- a you are not an Australian Resident, or
  - b you will not be in Australia at the time the Services are supplied by us to you, then you represent and warrant that unless you notify us otherwise, any Services which are supplied by us to you will:

- i be for your sole use and not for the benefit of any third party, and
- ii not be used by you to carry on an enterprise in Australia.

- 12.2 You agree to indemnify us and keep us indemnified against any GST (including any penalties or interest applied) which is paid or payable by us in providing taxable supplies to you.

## 13 Extent of Liability

- 13.1 We will not be liable to you for any losses, damages, costs and expenses, of any character, resulting from or caused by:
- a you or an Authorised Person giving instructions to us
  - b us refusing to act on your or an Authorised Person's instructions
  - c your use of or reliance on any research reports provided by us
  - d your default under this Agreement
  - e anything lawfully done by us, in accordance with this Agreement or at your request
  - f us complying with any direction, request or requirement of the ASIC Market Integrity Rules (Securities Markets), the *Corporations Act 2001 (Cth)* and its regulations, the AML/CTF Laws, the Rules, the ASX Rules or Chi-X Rules or any regulatory authority
  - g failure of an exchange, or
  - h any events or circumstances which we cannot reasonably control, except insofar as any loss, damage, cost or expense is caused by our negligence, fraud or gross misconduct.
- 13.2 You agree to indemnify the 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 insofar as any loss, liability, cost, charge or expense is caused by the negligence, fraud or dishonesty of any Indemnified Party. We hold the benefit of this indemnity on trust for each Indemnified Party.
- 13.3 The indemnity under clause 13.2 will not apply where the loss was caused by Morgans' mistake, error or negligence, or where the loss or costs incurred by Morgans were not caused by the Trustee, or where the loss could have been avoided or mitigated by Morgans.
- 13.4 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.

## 14 Terminating this Agreement

- 14.1 Subject to the Rules, this Agreement will be terminated upon the occurrence of any of the following events:
- a by notice in writing from either you or us to the other party to the Agreement
  - b upon us becoming insolvent, or
  - c upon our termination or suspension as either Market Participant of the ASX and Chi-X, Settlement Participant of ASX Settlement or Clearing Participant of ASX Clear, or
  - d upon any cancellation of our AFSL.
- 14.2 Termination of this Agreement does not affect any rights or obligations that have arisen before that time.
- 14.3 The provisions of clause 14 of this Agreement are continuing obligations and shall continue after termination of this Agreement.

- 14.4 The termination of this Agreement does not affect any:
- a transaction which we have properly entered into before termination
  - b claim by us for accrued fees and expenses incurred in respect of the period prior to termination, or
  - c other claims which any party may have against the other.
- 14.5 On termination, we shall have no further obligations to you and we shall transfer, redeem, sell or otherwise deal with your Account as instructed by you or an Authorised Person prior to termination.

## 15 Changing the Terms of this Agreement

- 15.1 By giving us not less than ten (10) business days notice in writing, you can amend:
- a your personal information, and
  - b your Authorised Person details.
- 15.2 Subject to clause 15.3 and the Rules, we can amend this Agreement by 30 days' prior notice in writing to you.
- 15.3 Where you do not agree with an amendment made under clause 15.2, you may terminate this Agreement by giving 30 days' prior notice in writing to Morgans.

## 16 Assignment

- 16.1 You cannot assign your rights or obligations under the Agreement without our written consent.
- 16.2 We can assign our rights or obligations under the Agreement to any of our affiliates at any time or to any other person by giving you 30 days notice in writing.

## 17 Effect of Death or Incapacity

- 17.1 You agree, if you are an individual, that:
- a if you should die during the term of the Agreement, your personal representative(s) will ratify and confirm all acts and things which we have lawfully done or caused to be done pursuant to this Agreement between the date of your death and receipt by us of notice of it and will indemnify us in respect of these acts or things, and
  - b the authority which you have conferred on us by the Agreement will continue to operate and have full force and effect notwithstanding that you may subsequently become incapable.

## 18 Severance

Any provision of the Agreement which is void, prohibited or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent only that the provision is void, prohibited or unenforceable in that jurisdiction.

## 19 Notices

- 19.1 Any notice, approval, consent or other communication under this Agreement must be in writing, and delivered personally or given by post, facsimile or email to a party at the address of that party indicated at the beginning of this Agreement, or to another address as that party may from time to time notify to the other for the purposes of this clause.
- 19.2 Communications take effect from the time they are received, unless a later time is specified. If sent by post, they are taken to be received three (3) days after posting. Proof of despatch of facsimile or email will be proof of receipt; in the case of facsimile, on the day immediately following despatch, provided that the sender's facsimile machine produced a simultaneous report of successful transmission; and in the case of an email on the expiration of one (1) day after the date of sending.

## 20 Governing Law

This Agreement is governed by and interpreted in accordance with the laws in the State of Queensland and each of the parties irrevocably and unconditionally submit to the exclusive jurisdiction

of the courts of Queensland and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement.

## 21 Privacy

- 21.1 In line with our Privacy Policy:
- a we will manage your personal information in accordance with the law and the Australian Privacy Principles (subject to any overriding provisions of law) and as specified in our Privacy Policy as amended from time to time
  - b we will gain your consent in accordance with our Privacy Policy to the collection of your personal information directly from you in person by email, correspondence, or when you deal with us over the telephone, and
  - c we will accept your implied consent, for the purposes of security, quality, training, or verification, to us listening to and/or recording telephone calls to which you are a party with us.
- 21.2 Our Privacy Policy sets out our policies and procedures for the collection and management of your personal information. You can obtain a copy free of charge by contacting your adviser, or online at [morgans.com.au](http://morgans.com.au)

## 22 Complaints

- 22.1 Complaints should be referred to us in accordance with the procedure set out in the FSG provided to you.
- 22.2 You may refer unresolved complaints to the Australian Financial Complaints Authority (AFCA) (the independent dispute resolution scheme subscribed to by us).

## 23 National Guarantee Fund

- 23.1 The National Guarantee Fund covers losses in certain circumstances as set out in the *Corporations Regulations 2001 (Cth)*.
- 23.2 If you incur a loss covered by the National Guarantee Fund you should contact the ASX to make a claim for compensation against the fund.

Chi-X and ASX operate different compensation funds that provide protection for retail investors in the circumstances defined in the Corporations Act and Regulations. The Chi-X compensation fund covers losses resulting from defalcation or fraudulent misuse of your money, property or authority by a Chi-X participant, subject to certain exceptions.

In circumstances where your stockbroker is also an ASX participant, the following applies in relation to such a loss. If you do not expressly or impliedly instruct your stockbroker, who is a Chi-X participant, to execute your trading instructions on the Chi-X market, and it is not reasonably apparent from the usual business practice of your stock broker which of the ASX or Chi-X market the participant would use when acting for you, the Chi-X fund will not apply. In this case, the National Guarantee Fund (NGF) may apply, provided the loss is connected to the ASX market and is covered by the NGF claims provisions. The NGF claims provisions are set out in Division 4 of Part 7.5 of the Corporations Act and Regulations (for further information see the legislation and the NGF Information Booklet available at [secg.com.au](http://secg.com.au)).

## 24 Definitions and Interpretation

- 24.1 The following words have the following meanings:
- Account means an account with us opened in your name, or where we have or will open several accounts in your name, it shall mean all such accounts jointly and severally AML/CTF Laws means all applicable laws, regulation, rules and regulatory guidance issued by AUSTRAC or any regulator relating to the prevention and detection of money laundering and terrorism financing
- Agreement means the agreement formed by our acceptance of your application for an Account with us, subject to the terms and conditions, schedules and Application Form

Application Form means a Morgans account application form

Approved Securities Exchange means a stock exchange that we are able to trade on as either a participant, including ASX, Chi-X and NSXA, or through an arrangement with an overseas participant

ASIC means the Australian Securities and Investment Commission

ASIC Market Integrity Rules means the market integrity rules made by ASIC as in force from time to time

ASX means ASX Limited ABN 98 008 624 691 or the securities market conducted by ASX limited, as the context requires

ASX Clear means ASX Clear Pty Ltd ACN 001 314 503

ASX Clear Operating Rules means the clearing rules made by ASX Clear as in force from time to time

ASX Operating Rules means the operating rules made by ASX as in force from time to time

ASX Settlement means the ASX Settlement Pty Ltd as approved under section 779B of the *Corporations Act 2001 (Cth)* to operate CHES

ASX Settlement Operating Rules means the Settlement Rules made by ASX Settlement as in force from time to time

Australian Resident means a person who is a resident of Australia for the purposes of the *Income Tax Assessment Act 1936*

Authorised Person means the person(s) named in the Application Form, authority to deal form or any other written notification from you to us in a form acceptable to us, as amended by notice in writing from you from time to time

Bank Bill Swap Reference Rate (BBSW) means the average mid rate, for Australian Dollar bills of exchange, accepted by an approved bank, having a term with a designated maturity, that appears on an approved information vendors service (eg. Reuters Screen BBSW page) at approximately 10.00am EST (or EDT where applicable) on the relevant date

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney or the local region of the relevant Morgans office

CHES means the Clearing House Electronic Subregister System

Chi-X means Chi-X Australia Pty Ltd ABN 47 129 584 667 or the securities market conducted by Chi-X Australia Pty Ltd, as the context requires

Chi-X Operating Rules means the Operating rules made by Chi-X as in force from time to time

Financial Product has the meaning given to it under Chapter 7 of the *Corporations Act 2001 (Cth)*

Financial Service has the meaning given to it under Chapter 7 of the *Corporations Act 2001 (Cth)*

Forward Delivery Transaction means where the trading participants agree to a time for settlement that is later than the second Business Day following the transaction

FSG means Morgans financial services guide

Full Service Broking means full personal investment advisory services offered by us as set out in our FSG

GST has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*

Indemnified Parties refers to any directors, officers, agents, authorised representatives, members and affiliates of the Morgans Group;

National Guarantee Fund means the compensation fund that is available to meet valid claims arising in the circumstances set out in Division 4, Part 7.5 of the *Corporations Act 2001 (Cth)* and *Corporations Regulations 2001 (Cth)*

National Privacy Principles means provisions contained in s14 of the *Privacy Act 1988 (Cth)*

Normal Trading Hours means between 10am to 4pm EST (or 10am to 4pm EDT when applicable) on a Business Day

NSXA means the National Stock Exchange of Australia Limited ABN 11 000 902 063

Particular Service means, without limitation CHES sponsorship, Wealth+, YESS, options, warrants, partly paid securities and fixed term products

Prescribed Person means any director, partner, affiliate or responsible officer, executive, employee, immediate family (including family trust or family company) of Morgans Financial Limited or any related body corporate

Morgans Group means Morgans Financial Limited, Morgans Holdings (Australia) Limited and their respective subsidiaries, directors, officers and authorised representatives

Rules means any or all of the ASIC Market Integrity Rules (Securities Markets) 2017, ASX Settlement Operating Rules, and ASX Clear Operating Rules, Chi-X Operating Rules, NSX rules or the rules, regulations and guidelines of an Approved Stock Exchange as the case requires

Securities means, without limitation, options, warrants, debt, equity and any other instrument listed and traded on the ASX, Chi-X, NSXA or an Approved Stock Exchange

Services mean any or all of the following services:

- a Financial Service
- b General advice and execution/settlement
- c Full Service Broking
- d financial planning including without limitation wealth creation, wealth management and wealth protection
- e CHES sponsorship, and
- f such other Services agreed by us and you, provided to you in respect of your Account

Settlement Date is the date referred to on the trade confirmation

Taxable Supply has the meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*

Us, we, our means Morgans Financial Limited (ABN 49 010 669 726, AFSL 235410)

Wholesale Client has the meaning given by s761G *Corporations Act 2001 (Cth)*

YESS means Your Entire Superannuation Solution Pty Ltd (ABN 11 126 335 957), and

You, your means the person(s), company Trustees or other entity named as the applicant in the Application Form, as applicable.

24.2 Unless the context requires otherwise:

- a words expressed in one gender include all genders
- b words expressed in the singular include the plural and vice versa
- c words implying natural persons include partnerships, bodies corporate, associations and public authorities
- d except as otherwise defined in the Agreement, all terms used in the Agreement which are defined in the Rules and the *Corporations Act 2001 (Cth)* shall have the meaning given in the Rules or the *Corporations Act 2001 (Cth)*, as the case may be, and in the event of any inconsistency between the Rules and the *Corporations Act 2001 (Cth)*, with the *Corporations Act 2001 (Cth)* shall prevail
- e a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time
- f a reference to a party includes the party's administrators, successors and permitted assigns
- g every provision, express or implied, which applies to more than one person shall apply to those persons jointly and each of them

severally; and person means and includes a natural person, firm or corporation, and

h a reference to dollars or \$ is a reference to Australian currency. Please find below details of the client Direct Debit Service Agreement with Morgans Financial Limited – Debit User number 216859. This document explains your obligations when requesting a direct debit

arrangement with us. In addition the document details Morgans Financial Limited obligations to you the client as your direct debit provider. Please keep this agreement for future reference. The direct debit service agreement forms part of the terms and conditions of the use of a direct debit request on your account and should be read in conjunction with your direct debit request authorisation form.

## Direct Debit Service Agreement

### Definitions

Agreement means this Direct Debit Request Service Agreement between the client and Morgans Financial Limited.

Banking day means a day other than a Saturday or a Sunday or a formally noted public holiday in Australia.

Debit day means the day that payment by you to us is due.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the direct debit request between Morgans Financial Limited and the client.

Us or we or our means Morgans Financial Limited.

You or your means the client who has signed, or authorised by other means, the direct debit request.

Your account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Your financial institution means the financial institution nominated by you on the Direct Debit Request form at which the account is maintained.

### 1 Debiting your account

- 1.1 By signing a direct debit request form or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request form and this agreement for the terms of the arrangement between Morgans Financial Limited and you the client.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request. The amount and frequency of drawings will vary to coincide with your dealings with Morgans Financial Limited.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- 1.4 Direct debits will be processed the business day prior to the settlement date.

### 2 Amendments by Morgans

- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.
- 2.2 We reserve the right to cancel the drawing arrangements if two (2) or more debit requests are returned unpaid by you financial institution and to arrange with you an alternate payment method.

### 3 Amendments by you

You may change\*, stop or defer a debit payment, or terminate this agreement by providing us with at least five (5) days notification in writing to:

Morgans Financial Limited  
Attention: Client Accounts  
GPO Box 202  
Brisbane Qld 4001

or by telephoning your Morgans adviser or Client Accounts on 07 3334 4888 during business hours

or by arranging it through your own financial institution, which is required to act promptly on your instructions.

\*Note: In relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us of your new account details.

### 4 Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient cleared funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient cleared funds in your account to meet a debit payment:
  - a you may be charged a fee and/or interest by your financial institution
  - b you may also incur fees or charges imposed or incurred by Morgans Financial Limited, and
  - c you must arrange for the payment to be made by another method or arrange for sufficient cleared funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

### 5 Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify Client Accounts directly on (07) 3334 4888 and confirm by notice in writing as soon as possible so that we can resolve your query as quickly as possible. Alternatively, you can contact your financial institution directly.
- 5.2 If, as a result of our investigations, we conclude that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If, as a result of our investigations, we conclude that your account has not been incorrectly debited we will respond to your query by providing you with clarification.

### 6 Accounts

You should check:

- a with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions
- b that the account details you have provided us are correct
- c with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request, and
- d the bank details provided are in the same name as your Morgans Financial Limited account.



## 7 Confidentiality

- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
- to the extent specifically required by law, or
  - for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 8 Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:
- Morgans Financial Limited  
Attention: Client Accounts  
GPO Box 202  
Brisbane Qld 4001
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have provided us in your Morgans Financial Limited Account Application.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

# CHES Agreement

Please refer to our website [morgans.com.au](http://morgans.com.au) for the most up to date version of our CHES Sponsorship Agreement.

## 1 Interpretation

- 1.1 Any term used in the Agreement which is defined in the ASX Settlement Operating Rules ('Rules') has the meaning given in the Rules. (Should you require a copy of these definitions please contact our office.)

## 2 Mandatory Provisions

### 2.1 Participant Rights

- 2.1.1 Where the Participant Sponsored Holder authorises the Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products within two (2) Business Days of the date of purchase.
- 2.1.2 Subject to Clause 2.1.3 the Participant is not obliged to transfer Financial Products into the Participant Sponsored Holding, where payment for those Financial Products has not been received, until payment is received.
- 2.1.3 Where a contract for the purchase of Financial Products remains unpaid, after the Participant has made a demand of the Participant Sponsored Holder to pay for the Financial Products, the Participant may sell those Financial Products that are the subject of that contract at the Participant Sponsored Holder's risk and expense and that expense will include brokerage, GST and stamp duty (if applicable).
- 2.1.4 Where the Participant claims that an amount lawfully owed to it has not been paid by the Participant Sponsored Holder, the Participant has the right to refuse to comply with the Participant Sponsored Holder's Withdrawal Instructions, but only to the extent necessary to retain Financial Products of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).

### 2.2 Participant Sponsored Holder's Rights

- 2.2.1 The Participant Sponsored Holder is entitled to receive a copy of the executed Broker Sponsorship Agreement on request.
- 2.2.2 Subject to Clauses 2.1.3 and 2.1.4, the Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal instructions within two (2) Business Days of the date of the receipt of the Withdrawal Instructions.
- 2.2.3 The Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder.

- 2.2.4 The Participant is regulated by the *Corporations Act 2001 (Cth)*, the *Australian Securities and Investment Commission (ASIC) Act* and related legislation applicable to Financial Services Providers, the ASIC Market Integrity Rules (Securities Markets), ASX Operating Rules, ASX Clearing Rules, and ASX Settlement Rules (collectively ASX Rules), the Chi-X Australia Pty Limited (Chi-X) Operating Rules. The Participant Sponsored Holder can obtain information as to the status of the Participant from ASIC, ASX and Chi-X.

- 2.2.5 The Participant will investigate and respond to all complaints via an Internal Dispute Resolution process at no cost to the Participant Sponsored Holder. It may be up to 45 days before the Participant is in a position to provide formal feedback. If an issue has not been resolved to the satisfaction of the Participant Sponsored Holder, a complaint can be lodged with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: [afca.org.au](http://afca.org.au)

Telephone: 1800 931 678 (free call)

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

In writing to: Australian Financial Complaints Authority,  
GPO Box 3, Melbourne VIC 3001

- 2.2.6 The Participant Sponsored Holder may lodge a claim for compensation with the Participant, or if the circumstances specified in Part 7.5 Division 4 of the Corporations Regulations 2001 apply, with the National Guarantee Fund.

## 3 Other Rights and Duties

### 3.1 Supply of Information

- 3.1.1 The Participant Sponsored Holder will supply all information and supporting documentation which is reasonably required to permit the Participant to comply with the registration requirements, as are in force from time to time, under the ASX Settlement Operating Rules.

### 3.2 Exchange Traded Options, Pledging and Sub-Positions

- 3.2.1 Where the Participant Sponsored Holder arranges with ASX Clear to lodge Financial Products in a Participant Sponsored Holding as Derivatives Cover, and informs the Participant of the arrangement, the Participant Sponsored Holder:

- a authorises the Participant to reserve the Financial Products in the ASX Clear Subposition so that the Financial Products come under the control of ASX Clear and are subject to the security interest granted in favour of ASX Clear to secure the performance by the relevant Clearing Participant of its obligations to ASX Clear under and in accordance with ASX Clear Operating Rule 14.6.7;
- b authorises any subsequent dealing (including, without limitation, any transfer) of the reserved Financial Products in accordance with the Rules and ASX Clear Operating Rules;
- c acknowledges that the Financial Products will remain subject to that security interest for so long as those Financial Products remain reserved in the ASX Clear Subposition in accordance with ASX Clear Operating Rule 14.6.7; and
- d authorises the Participant to take whatever other action is reasonably required by ASX Clear in accordance with the Rules to give effect to that arrangement.

3.2.2 Where the Participant Sponsored Holder arranges with any person to give a charge or any other interest in Financial Products in a Participant Sponsored Holding, the Participant Sponsored Holder authorises the Participant to take whatever action is reasonably required by the person in accordance with the Rules to give effect to that arrangement.

3.2.3 The Participant Sponsored Holder acknowledges that where, in accordance with this Agreement and/or the Participant Sponsored Holder's instructions, the Participant initiates any action which has the effect of creating a sub-position over Financial Products in the Participant Sponsored Holding, the right of the Participant Sponsored Holder to transfer, convert or otherwise deal with those Financial Products is restricted in accordance with the terms of the Rules relating to sub-positions.

3.2.4 Nothing in this Agreement operates to override any interest of ASX Clear in the Financial Products.

### 3.3 Fees

3.3.1 The Participant Sponsored Holder will pay all Brokerage fees and associated transactional costs within the period prescribed by the Participant.

## 4 Mandatory Notifications and Acknowledgments

4.1 The Participant Sponsored Holder acknowledges that if the Participant is not a Market Participant of an Approved Market Operator, neither the Approved Market Operator nor any Related Party of the Approved Market Operator has any responsibility for regulating the relationship between the Participant Sponsored Holder and the Participant, other than in relation to the Rules relating to Sponsorship Agreements.

4.2 The Participant Sponsored Holder acknowledges that if a transfer is taken to be effected by the Participant under Section 9 of the ASX Settlement Operating Rules and the Source Holding for the transfer is Participant Sponsored Holding under the Sponsorship Agreement, then

- a the Participant Sponsored Holder may not assert or claim against ASX Settlement or the relevant Issuer that the Transfer was not effected by the Sponsoring Participant or that the Sponsoring Participant was not authorised by the Participant Sponsored Holder to effect the transfer; and
- b unless the transfer is also taken to have been effected by a Market Participant of ASX or a Clearing Participant of ASX Clear, the Participant Sponsored Holder has no claim arising out of the transfer against the National Guarantee Fund under Part 7.5, Division 4 of the Corporations Regulations 2001.

4.3 In the event that the Participant breaches any of the provisions of this Agreement, the Participant Sponsored Holder may refer that breach to any regulatory authority, including ASX Settlement.

- 4.4 In the event that the Participant is suspended from CHES participation, subject to the assertion of an interest in Financial Products controlled by the Participant, by the liquidator, receiver, administrator or trustee of that Participant:
- a the Participant Sponsored Holder has the right, within twenty (20) Business Days of ASX Settlement giving Notice of Suspension, to give notice to ASX Settlement requesting that any Participant Sponsored Holdings be removed either:
    - i from the CHES Subregister, or
    - ii from the control of the suspended Participant to the control of another Participant with whom they have concluded a valid Sponsorship Agreement pursuant to Rule 12.19.10, or
  - b where the Participant Sponsored Holder does not give notice under Clause 4.4.(a), ASX Settlement may effect a change of Controlling Participant under Rule 12.19.11. and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement with the substitute Participant on the same terms as the existing Sponsorship Agreement. Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship Agreement, the new Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Controlling Participant.

4.5 The Participant Sponsored Holder acknowledges that before the Participant Sponsored Holder executed the Sponsorship Agreement, the Participant provided the Participant Sponsored Holder with an explanation of the effect of the Sponsorship Agreement and that the Participant Sponsored Holder understood the effect of the Sponsorship Agreement.

4.6 The Participant Sponsored Holder acknowledges that in the event of the death or bankruptcy of the Participant Sponsored Holder, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with the ASX Settlement Operating Rules, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHES Subregister.

4.7 The Participant Sponsored Holder acknowledges that in the event of the death of the Participant Sponsored Holder, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Participant Sponsored Holder's estate, subject to the consent of the legally appointed representative, for a period of up to three (3) calendar months after the removal of a Holder Record Lock applied pursuant to Clause 4.6.

### For Joint Holdings Only

4.8 The Participant Sponsored Holder acknowledges that in the event of the death of one of the Holders, the Participant will transfer all Holdings under the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder(s), and that this Sponsorship Agreement will remain valid for the new Holdings under the new Holder Record.

4.9 The Participant Sponsored Holder acknowledges that in the event of the bankruptcy of one of the Holders the Participant will:

- a unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Participant Sponsored Holdings from the CHES Subregister, establish a new Holder Record in the name of the bankrupt Participant Sponsored Holder, transfer the interest of the bankrupt Participant Sponsored Holder into new Holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all Holdings under that Holder Record, and

- b establish a new Holder Record in the name(s) of the remaining Participant Sponsored Holder(s) and transfer the interest of the remaining Participant Sponsored Holder(s) into new Holdings under the new Holder Record.

## 5 Change Of Controlling Participant

- 5.1 If the Participant Sponsored Holder receives a Participant Change Notice from the Controlling Participant of the Participant Sponsored Holding and the Participant Change Notice was received at least twenty (20) Business Days prior to the date proposed in the Participant Change Notice for the change of Controlling Participant, the Participant Sponsored Holder is under no obligation to agree to the change of Controlling Participant, and may choose to do any of the things set out in clauses 5.2 or 5.3.
- 5.2 The Participant Sponsored Holder may choose to terminate the Agreement by giving Withdrawal Instructions under the ASX Settlement Operating Rules to the Controlling Participant, indicating whether the Participant Sponsored Holder wishes to:
  - a transfer its Participant Sponsored Holding to another Controlling Participant, or
  - b transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 5.3 If the Participant Sponsored Holder does not take any action to terminate the Agreement in accordance with 5.2 above, and does not give any other instructions to the Controlling Participant which would indicate that the Participant Sponsored Holder does not agree to the change of Controlling Participant then, on the effective date, the Agreement will have been taken to be novated to the New Controlling Participant and will be binding on all parties as if, on the effective date:
  - a the New Controlling Participant is a party to the Agreement in substitution for the Existing Controlling Participant
  - b any rights of the Existing Controlling Participant are transferred to the new Controlling Participant, and
  - c the Existing Controlling Participant is released by the Participant Sponsored Holder from any obligations arising on or after the effective date.
- 5.4 The novation in clause 5.3 will not take effect until the Participant Sponsored Holder has received a notice from the New Controlling Participant confirming that the New Controlling Participant consents to acting as the Controlling Participant for the Participant Sponsored Holder. The effective date may as a result be later than the date set out in the Participant Change Notice.
- 5.5 The Participant Sponsored Holder will be taken to have consented to the events referred to in clause 5.4 by the doing of any act which is consistent with the novation of the Agreement to the New Controlling Participant (for example by giving an instruction to the New Controlling Participant), on or after the effective date, and such consent will be taken to be given as of the effective date.
- 5.6 The Agreement continues for the benefit of the Existing Controlling Participant in respect of any rights and obligations accruing before the effective date and, to the extent that any law or provision of any agreement makes the novation in clause 5.3 not binding or effective on the effective date, then the Agreement will continue for the benefit of the Existing Controlling Participant until such time as the novation is effective, and the Existing Controlling Participant will hold the benefit of the Agreement on trust for the New Controlling Participant.
- 5.7 Nothing in this clause 5 will prevent the completion of CHES transactions by the Existing Controlling Participant where the obligation to complete those transactions arises before the effective date and the Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the New Controlling Participant under this clause 5.

## 6 Claims For Compensation

- 6.1 Except for the operation of clauses 2.2.5 and 6.3 no external compensation arrangements apply to the Participant Sponsored Holder.
- 6.2 If the Participant breaches a provision of this Agreement and the Participant Sponsored Holder makes a claim for compensation pursuant to that breach, the ability of the Participant to satisfy that claim will depend on the financial circumstances of the Participant.
- 6.3 If a breach by a Participant of a provision of this Agreement falls within the circumstances specified in the compensation arrangements applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the *Corporations Act* and *Corporations Regulations*, a Participant Sponsored Holder may make a claim under the relevant compensation arrangements.
- 6.4 Chi-X and ASX operate different compensation funds that provide protection for retail investors in the circumstances defined in the *Corporations Act* and *Regulations*. The Chi-X compensation fund covers losses resulting from defalcation or fraudulent misuse of your money, property or authority by a Chi-X participant, subject to certain exceptions.

In circumstances where your stockbroker is also an ASX participant, the following applies in relation to such a loss. If you do not expressly or impliedly instruct your stockbroker, who is a Chi-X participant, to execute your trading instructions on the Chi-X market, and it is not reasonably apparent from the usual business practice of your stock broker which of the ASX or Chi-X market the participant would use when acting for you, the Chi-X fund will not apply. In this case, the National Guarantee Fund (NGF) may apply, provided the loss is connected to the ASX market and is covered by the NGF claims provisions. The NGF claims provisions are set out in Division 4 of Part 7.5 of the *Corporations Act* and *Regulations* (for further information see the legislation and the NGF Information Booklet available at [segc.com.au](http://segc.com.au)).

## 7 Termination

- 7.1 Subject to the ASX Settlement Operating Rules, this Agreement will be terminated upon the occurrence of any of the following events:
  - a by notice in writing from either the Participant Sponsored Holder or the Participant to the other Party to the Agreement
  - b upon the Participant becoming insolvent
  - c upon the termination or suspension of the Participant, or d upon the giving of Withdrawal Instructions by a Participant Sponsored Holder to a Controlling Participant in accordance with Rule 7.1.10(c).
- 7.2 Termination under Clause 7.1(a) will be effective upon receipt of Notice by the other party to the Agreement.

## 8 Variation

- 8.1 Should any of the provisions in this Agreement be inconsistent with the provisions in the ASX Settlement Operating Rules, the Participant will, by giving the Participant Sponsored Holder not less than seven (7) Business Days written Notice, vary the Agreement to the extent to which in the Participant's reasonable opinion is necessary to remove any inconsistency.

Please refer to our website [morgans.com.au](http://morgans.com.au) for the most up to date version of our FSG.

This Financial Services Guide (FSG) is an important document for retail investors. It provides you with information about Morgans Financial Limited (ABN 49 010 669 726; AFSL 235410) ('Morgans', 'we', 'us' or 'our') to help you to fully understand the financial services we offer.

This guide contains important information about:

- the services we offer you
- how we and our associates are paid
- any potential conflict of interest we may have
- our internal and external dispute resolution procedures and how you can access them.

## Not independent

### Disclosure of Lack of Independence required under 942B(2)(fa) of the Corporations Act

Morgans Financial Limited ('Morgans') and its representatives are not independent, impartial or unbiased (which are restricted words or expressions under the Corporations Act) in relation to the provision of personal advice to retail clients because Morgans Financial Limited ('Morgans') its representatives and its associates and affiliates may receive monetary benefits in connection with that advice.

For further information regarding how Morgans Financial Limited ('Morgans') is remunerated, please refer to the section titled, 'What will Morgans be paid for providing financial services and how are any commissions, fees or other benefits calculated?' on pages 3 through to 6.

It's important to understand that disclosing our lack of independence and detailing our remuneration structure does not reduce our obligation to act in your best interests. If you are a retail client and we give personal advice, we have a duty to act in your best interests when providing personal advice and are obliged to provide you with appropriate advice.

This FSG relates only to financial services provided by authorised representatives of Morgans Financial Limited to retail investors. Morgans Financial Planning Pty Ltd has its own FSG.

If we provide personal financial product advice about a product (other than securities such as listed shares) or if we offer or arrange to issue a financial product, we will generally provide you with a product disclosure statement (PDS) or other disclosure document in relation to the financial product. The PDS will contain information about the particular product including the features, benefits, fees and risk associated with that product to assist you in making an informed decision.

## Who is responsible for the financial services provided?

Our advisers are authorised representatives of Morgans Financial Limited (ABN 49 010 669 726; AFSL 235410), which trades as Morgans. Morgans is responsible for the financial services provided to you. Details of your individual adviser are included in the adviser profile.

Morgans has an Australian Financial Services Licence (AFSL) and is a participant of ASX Group (ASX), Chi-X Australia Pty Limited (Chi-X), a broker participant in the CHES system operated by ASX Settlement (a group company of ASX) and, a clearing participant of ASX Clear. Morgans is also a participant of the National Stock Exchange of Australia Ltd (NSXA). As a participant of ASX Group, Chi-X and NSXA, all transactions are issued subject to the ASIC Market Integrity Rules (Securities Markets) and the rules, directions, decisions and requirements of ASX, Chi-X, NSXA, the clearing rules and the settlement rules.

Morgans Financial Limited is licensed to provide financial services under the Corporations Act 2001. You should also note that Morgans is obligated under the Anti-Money Laundering and Counter Terrorism Financing Act not to execute any trades for a client unless the client has been properly identified and verified to our satisfaction.

## What financial services and products do we offer?

Morgans is authorised under its AFSL to provide the following financial services:

- financial products advice, both general and personal
- deal in financial products by issuing securities
- underwriting securities
- deal in financial products on behalf of others.

Morgans and its related companies are committed to providing advice appropriate to your personal circumstances and based on our comprehensive market and financial knowledge. Our aim is to work with you to determine, develop and maintain a tailored personal investment strategy.

We offer a comprehensive range of products and services to assist you to achieve your financial goals. These include:

- strategic planning advice, including consideration of social security, estate planning, insurance, wealth protection, taxation and superannuation issues
- stockbroking services, including quality research on a wide range of Australian companies and access to corporate issues
- equity finance (margin lending) advice
- advice on the use of derivatives (such as options and warrants) within your overall investment strategy
- advice in relation to managed investment products, structured products, cash deposits and fixed interest investments, including government bonds, debentures and stocks
- a managed portfolio service (Wealth+) that provides effective, efficient and timely reports (including taxation reports) and qualifies participants to reduced brokerage rates.

Morgans offers a Managed Discretionary Account ("MDA") service to a limited number of approved clients. Such clients will be mandatory enrolled in Wealth+ and agree on an investment strategy, any exclusions, operating fees etc. as part of the discretionary agreement. Refer to a separate section later in this FSG.

Morgans is also authorised to deal in foreign exchange in order to facilitate settlement of international transactions and to provide a custodial or depository service for its nominee company services, which is operated as part of its stockbroking business.

## Best execution policy

There are multiple exchange markets operating in Australia. As a market participant, we must take reasonable steps when handling and executing an order in equity market products to obtain the best outcome for our clients. We have a best execution policy that outlines how we will execute and deal with orders to ensure that we adhere to our best execution obligation. This policy is publicly available on our website.

## What information should you provide to receive personalised advice?

You need to provide us with details of your personal objectives, risk profile, your current financial situation and any other relevant information, so that we can offer you the most appropriate advice possible.

You have the right not to provide this information. However, if you choose not to provide any or all of the information requested, the advice you receive from us will be limited accordingly and may not be appropriate to your needs, objectives and financial situation.

In these circumstances you should consider the appropriateness of our advice in the light of your own objectives, financial situation or needs prior to making any investment decision. If the advice relates to the acquisition of an unlisted financial product, you should consider the relevant product disclosure statement before making a decision.

## Statement of advice

Whenever we provide you with any personal financial advice, you may be entitled to receive a statement of advice (SOA) from us. The SOA will tell you:

- the advice
- the basis on which the advice has been provided
- our fees and commissions
- the basis of the remuneration received by your adviser
- any associations we have with financial product issuers or other parties which may have influenced the advice we give you.

## Further advice

Whenever we provide you with further advice, which takes into account your relevant personal circumstances, a SOA generally will not be provided. In these circumstances, we will maintain brief details of the basis of advice and you may request, for a period of seven (7) years from when the advice is provided, a copy of the record of advice.

A record of your 'relevant personal circumstances' will be maintained and a SOA, detailing these personal circumstances and any agreed investment strategy and advice, will be provided to new retail clients. Thereafter, a new SOA will only be provided if you advise that your circumstances have changed materially.

## Product disclosure statement

If we recommend to you a particular financial product (other than securities such as listed shares), we will provide you with information about the particular financial product in a product disclosure statement to help you make an informed decision about the financial product.

## The Morgans network

All Morgans advisers are authorised representatives of Morgans under our AFSL. Morgans has a network of offices around Australia which are operated in one of two ways. Each office is either:

- An 'owned office' where the staff and authorised representatives are all employees of Morgans Holdings (Australia) Limited. Morgans Financial Limited is the operating company and a wholly owned subsidiary of Morgans Holdings (Australia) Limited.
- A 'managed office' where a service entity has entered into a management agreement with Morgans to manage the office of Morgans in a geographical location. The service entity employs all staff including authorised representatives for that office.

## What will Morgans be paid for providing financial services and how are any commissions, fees or other benefits calculated?

Generally the payment we receive will be based on the amount you pay. It may vary from one financial product issuer to another. Details of the payment we receive are contained in the product disclosure statements for most financial product issuers available from your adviser.

We will advise you about any commissions, fees and any other benefits, where possible, in actual dollar amounts prior to the transaction. This information will be provided verbally and/or, where a SOA is issued, in the written SOA or confirmation.

When personal advice is given, if the remuneration (including commission) or other benefits are not calculable at that time, the manner

in which the remuneration (including commission) or other benefits are to be calculated will be disclosed at the time the personal advice is given or as soon as practicable after that time.

There are a number of ways we may be remunerated for our services depending on the type of advice you receive.

## Payments you make to us

- Brokerage is payable by you when we buy or sell securities, such as shares, warrants and options, on an authorised market. The amount of brokerage you pay will be determined in consultation with your adviser. A minimum charge may also apply to transactions. You will also have to pay GST on brokerage.
- We may charge you a fee, depending on the time we spend developing your plan, or depending on the value of funds you invest. This fee will be determined in consultation with your adviser but would normally be based on an hourly rate.
- We may charge you a management fee annually or in instalments, based on the value of your portfolio. This fee will normally be based on the amount under management.
- We may charge you administrative or miscellaneous fees covering (not fully inclusive) off market transfers, cancellations and rebooking, nominee fees, international custody, SRN enquiries, fail fees, late settlement or early settlement, bond custody and settlement etc.

## Payments and other benefits we may receive from financial product issuers (including GST)

- We may receive a payment called commission which is paid to us by the financial product issuer(s) (e.g. fund manager, CMA provider, or life insurance company). This can be paid in the following manner:
  - We may receive a one off payment from the financial product issuer at the time you invest or contract. These generally are calculated as a percentage of the amount you have invested, typically between 0% and 5.5% and are deducted from the amount invested. Life insurance company first year commissions (upfront) range between 0% and 60%.
  - We may receive ongoing payments, called trailing commissions, from a financial product issuer during the time you hold an investment product. On investment products these trails typically range between 0% and 1.1%.
- Renewal commissions on life insurance products range between 0% and 20%.
- Example – If you invested \$10,000 in an unlisted investment product and we charged you an initial commission of 1.65% and received an ongoing commission of 0.55% from the financial product issuer, then:
  - Morgans would receive \$165 as an initial commission; and
  - Morgans would receive \$55 per annum as an ongoing commission for the period you continue to own the product.
- We do not charge clients any brokerage in connection with subscriptions for shares in IPOs (the exception being new listings of Listed Investment Companies (LICs)). We may, however, receive a fee from the issuer for handling the application as disclosed in the relevant prospectus and/or allocation letter.
- In connection with on-market warrant purchases from warrant issuers, we may receive incentive fee payments from those warrant issuers as disclosed in the relevant Issuer Offering Circulars. As a guide these fees may range between 1.1% and 2.2% of the on-market transaction value.

- Morgans does not provide its own margin lending facilities. Where wholesale clients borrow through margin lending arrangements facilitated by our business connections, we may receive a trailing commission of up to 0.275%, and potentially an ‘override commission’ of up to 15 basis points, of the outstanding balance of such loans. As members of the financial services industry, staff members of Morgans are entitled to receive a discount on personal margin loans they may hold from such suppliers. These discounts (depending on the issuer) may vary between 50 and 100 basis points and are not related to any client business.
- On cash deposit products for wholesale clients we may receive a commission which is distributed to the service entity and the adviser as per the following example:
  - If we receive a commission of \$100, the service entity may receive \$85 from Morgans. Out of the amount the service entity receives, an adviser remunerated by commission will receive a share which is typically around 35%, or \$35.
- We may receive fees, normally determined as a percentage of revenue, from external parties where we have referred you to them for expert advice (e.g. insurance or mortgage agent/broker).
- We may receive payments or benefits from financial product issuers to assist in training of advisers or marketing of their products.
- We may earn interest, at prevailing bank deposit rates, on the aggregate balance of any funds retained within our trust account.

## Schedule of fees (including GST)

### Equities and warrants brokerage

Depending on volume and size of orders, flat rates may be negotiated with your adviser, but as a guide minimum rates are (selling/buying per transaction).

Up to \$1,800	Minimum small transaction rate*
Over \$1,800	\$5.50 plus
	2.75% on first \$5,000*
	2.20% on next \$10,000
	1.65% on next \$35,000
	1.10% on the remainder

\*Minimum small transaction brokerage rates may vary on an office by office basis. Clients should check with their adviser. As a guide the minimum rate may range from \$55 to \$110 per transaction. Brokerage is payable on or before the settlement date referred to in the confirmation.

### Option brokerage and charges

When you trade an option, the value of the trade is generally lower than if you were to trade the same number of the underlying shares.

Because of this, options are generally a cost efficient way to trade your view of a stock or an index. The costs involved in trading an option are:

### Brokerage

Brokerage is payable by you when Morgans buy or sell exchange traded options on your behalf on a sliding scale subject to a minimum of \$75:

Premium value	Brokerage
\$0 – \$5,000	2.75%
\$5,001 – \$15,000	2.20%
\$15,001 +	1.75%

The brokerage charged by Morgans for LEPO’s is 0.5% of the premium value subject to a minimum of \$75.

A different rate of brokerage may be negotiated with your adviser. Consideration will be given to a negotiated rate and could for instance, be dependent on the volume and size of option transactions that occur on your account. All brokerage charges are shown on your trade confirmation/contract note.

### ASX Clear (AC) – fees (effective 1 June 2021)

AC charges a tiered transaction fee for Exchange Traded Options (ETO) ranging from \$0.05 up to \$0.31 (excluding GST) per ETO contract. For option contracts being \$0.01 or lower the AC fee will be zero. The AC fees are applied across five (5) tiers and are subject to a six (6) monthly review. If you are exercised or assigned a share option, AC charges an exercise fee of \$0.55 per contract and in the case of index options, AC charges \$0.50 per contract, including GST, for both the transaction fee and exercise fee.

Note: these fees are subject to change at any time by the AC.

### Fixed interest products - wholesale clients only

Our remuneration depends on the duration and value of the investment and is usually without charge to the client.

For fixed-term and short-term money market investments arranged on behalf of clients, Morgans may receive a commission payment from the deposit taker of up to 0.44% which does not reduce the interest received by the client or the principal investment. In addition, some money market providers pay Morgans an ‘override commission’ of up to 15 basis points which may be volume related and may be partly distributed to the management entity employing the authorised representative.

### Financial planning fees

#### Transaction-based services

Entry fees, including commissions	0%-5.5%
Ongoing commission	0%-1.1%

Clients may choose to have all entry fees/commissions rebated and pay for services on a fee basis.

#### Fee-based services

Initial consultation	Nil or as agreed at interview
Written report	Negotiated fee**
Ongoing portfolio service	Negotiated fee**
Administration services	Negotiated fee**

#### Private superannuation services

Written investment strategy up to a maximum of \$550

\*\*Quoted in statement of advice

Hourly rates for professional time in attendance vary and will depend on the seniority and experience of the adviser and will be quoted in the statement of advice or other written report.

### International investments and custody fees (including GST where applicable) (effective 1 June 2021)

Morgans, in conjunction with the relationships it has with international brokers, can enable its clients to access approximately 22 select exchanges including in North America, Europe, Asia and New Zealand. For clients already holding international investments, Morgans can also offer a custody service to assist in managing those holdings. International stocks are held within the custodial services of Morgans Financial Limited. Morgans as the custodian establishes broker, global-custodial and sub-custodial and nominee relationships with various parties in their respective jurisdictions as required to facilitate trading and safekeeping. All stock held within Morgans custody is held in an omnibus structure for and on behalf of the beneficial owners. Morgans maintains a sub-register of clients and holdings reflected on the client’s portfolios.

Outlined below is a summary of the International transaction and custody related fees associated with these services which may be charged, in conjunction with the standard brokerage charges outlined earlier in the FSG. The fees outlined below are negotiable with your adviser, taking into account factors like the value of your overall portfolio, existing international holdings and/or frequency of international transactions.

**Please note:** Majority of the fees outlined below are subject to change due to exchange rate fluctuations and/or at the discretion of international exchanges and brokers.

## Transaction-related fees

Overseas agent brokerage charge: between 0.12% - 0.8% of the value of the transaction, based on the exchange.

Foreign exchange costs: up to 1% over the spot rate, charged by Morgans on the day of the trade.

Native currency settlement fee: AUD\$100

International exchange market fees/taxes: vary from exchange but will be passed on where applicable.

## Custody-related fees

Security transfer fees: min. AUD\$55.00

Certificate lodgement: min. AUD\$82.50

Invalid certificate lodgement: min. AUD\$100

Request to certificate holding: min. AUD\$150

Bond custody fees: min. fee of \$550 up to \$2,750 including GST, where Bond portfolio value around \$2million. Fees are negotiable if Bond portfolio above \$2million.

Annual custody fee: Morgans also reserves the right to charge an annual custody fee.

Taxation: different taxation rules apply in international markets, as such, you may be required to complete additional forms to avoid additional taxes being applied (e.g. W-8BEN form for US investments to avoid withholding taxes). W-8BEN Fee: Morgans reserves the right to charge a W-8BEN processing fee. New form processing: AUD\$214.50, renewal: AUD\$143.00.

Where applicable, any additional fees charged by the company or registry will be passed on to the client.

## Managed portfolio service (Wealth+)

Wealth+ is offered under a fee-for-service arrangement. The Wealth+ fee structure is determined in consultation with your adviser to ensure that a cost effective, total solution is tailored to your specific requirements and may be dependent on many factors such as the level of service required, type and number of investments held as well as the nature and cost of other services you require.

The fee structure for the Wealth+ service will be clearly detailed in a personalised statement of advice (where personal advice is provided) and confirmed in your Wealth+ client agreement.

As a guide, the minimum annual fees (incorporating the administration and adviser fees) will be:

- 1.32% on the first \$250,000 of portfolio value
- 0.66% on the next \$250,000 of portfolio value
- 0.44% on the value of the portfolio exceeding \$500,000.

These fees are inclusive of GST and are charged to your account in arrears. In most cases the fees are tax deductible. A minimum annual fee, establishment fee and/or exit fees may also apply and will be negotiated with your adviser.

Please note that brokerage and other fees may also apply.

## Life insurance products

When we arrange life insurance products on your behalf we will receive commission on the placement of these products. The commission we receive on these products will vary between different insurance companies. Commission paid in the first year will vary between 0% to 60% of the first year's premium depending on the type of product recommended. Upon renewal of your insurance in subsequent years we receive commission between 0% to 20% of the yearly premium.

If you have any queries regarding remuneration, fees or charges, you

may request from your adviser full details of the calculation of a particular commission, fee or other benefit for providing a specific financial service.

## How are our service entities, advisers and referral sources paid?

### Service entities

For our managed offices, the service entities are paid monthly in accordance with the management agreement between Morgans and the service entity. The amount that the service entity is paid depends on the various products, volume levels, agreed commission distribution and fixed costs associated with the business written by advisers at the relevant managed office. For example, on a brokerage charge to the client of \$100, the service entity may receive around \$85 from Morgans. Out of the amount the service entity receives, the service entity will then pay its fixed costs and remunerate its employees in accordance with their employment contracts.

If your adviser is employed by a service entity, this manner of calculation will be disclosed at the time that personal advice is given to you or as soon as practicable afterwards.

### Advisers

Advisers are remunerated by their employer by way of salary and/or a percentage share of commissions earned by Morgans from business written by the adviser (ranging from 33 1/3% to 55% depending on the products and volume levels) and/or a share of any profits of the service entity or Morgans Holdings (Australia) Limited where the adviser is a shareholder or unit holder of such entity. Advisers may also earn bonus payments based on the individual and the company's performance.

### Referral services

If a third person such as a financial planner or an accountant has referred you to us, if permitted under FOFA, we may pay to that person a part of any fees or commissions we receive from you. This will be disclosed to you at the time of transacting business.

## What information do you hold on my file and can I access it?

We maintain a record of your personal and other information including details of your objectives, financial situation and needs. We also maintain records of any recommendations made to you and details of specific transactions.

We are committed to implementing and promoting a Privacy Policy, which will ensure the privacy and security of your personal information. A copy of our Privacy Policy is available from your adviser and on our website (morgans.com.au). If you wish to examine your file please ask us. We will make arrangements for you to do so.

## Managed discretionary accounts ('MDA') only

This section should be read in conjunction with Morgans MDA Target Market Determination which is located on Morgans website. For select clients we may offer the ability to access our MDA service. You must first enter into a MDA agreement ("the MDA agreement") with us before we can provide those services to you. Before entering into the MDA agreement it is essential that you consider the significance of the risks associated with investing through the MDA service. The MDA agreement can be terminated by providing written instructions within the required time frame outlined in the agreement.

## Risks

Generally, there are a number of inherent risks associated with any investment in the stock market. These include, but are not limited to, movements in domestic and international markets, the current and future economic environment, company liquidity, investor sentiment, interest rates and market volatility. As a consequence of these risks, a MDA client should be prepared for falls in the market and the possibility of a negative return on their investment.

Please note that Morgans does not guarantee the maintenance of capital or a specific rate of return on any MDA portfolio or any other products, including those in a MDA portfolio.

## Our obligations to MDA clients

As a MDA client we will provide you with the following:

- the manner in which you may give instructions to us on how rights relating to your portfolio are to be exercised
- an investment program or SOA prepared in accordance with the Corporations Act 2001. This program will include the following:
  - information about the nature and scope of the discretions you will authorise and require us to exercise on your behalf
  - any significant risks associated with the MDA
  - the basis on which the MDA is considered to be suitable for your relevant circumstances
  - any warnings that the investment program may not be suitable for you if you have provided us with limited or inaccurate information about your personal circumstances
  - a warning that the investment program may cease to be suitable for you if your relevant personal circumstances change.
- an annual review of the investment program/strategy for the MDA by your adviser(s)
- in regards to corporate actions and other rights (including voting rights), you can elect to provide verbal or written instructions to your adviser in respect of such rights. In the event your adviser doesn't receive any instructions, they can use their discretion under the MDA to take any action they deem suitable.

If the investment program/strategy includes investing in or utilising non-limited recourse products, you will be advised of the: type of product, key features and risks associated, potential degree of leverage and maximum liability, Morgans policy for communicating/satisfying margin calls and for closing positions.

## What should you do if you have a complaint?

If you are not happy with the service you receive from us you are entitled to complain. We have established procedures that are in place to ensure that all enquiries and complaints are properly dealt with. Our internal dispute resolution process is free to all complainants.

To save yourself valuable time, gather all the facts and documents about the complaint, think about the questions you want answered and decide what action you want us to take.

The following process has been established to address your concerns as quickly as possible:

- Contact your adviser or their immediate superior and explain the problem. Most issues can be resolved quickly in this way.
- If you are unable to resolve the issue within three (3) days, please contact the Complaints Officer on (07) 3334 4888 or send your details in writing.  
GPO Box 202,  
Brisbane QLD 4001
- If we are unable to resolve the matter to your satisfaction, you can refer your case to a free and independent complaint handling body. Morgans is a member (Member No 10690) of Australian Financial Complaints Authority (AFCA)  
GPO Box 3,  
Melbourne VIC 3001

AFCA can be contacted on 1800 931 678.

For complaints above the AFCA monetary limit contact ASX Complaints Officer

(PO Box H224, Australia Square, 1215) or; Australian Securities and Investment Commission (ASIC) operates an infoline on 1300 300 630.

- Please notify us if you require assistance with making a complaint because of a disability or language barrier.

若因殘障或語言障礙需要投訴幫助，敬請通知我們。

للمساعدة في تقديم شكوى بسبب إصابتك بإعاقه أو لديك عائق لغوي يرجى إعلالنا إذا كنت بحاجة

若您要投訴，但因殘障或語言問題需要協助，請知會我們。

Vui lòng thông g báo cho chúng tôi biết nếu quý vị cần trợ giúp để khiếu nại vì tình trạng khuyết tật của mình hoặc vì bất đồng g ngôn ngữ.

## What compensation arrangements do we have?

We are required by the Corporations Act 2001, ASX Operating Rules and Chi-X Operating Rules to have adequate compensation arrangements in place. Morgans Holdings (Australia) Limited has a comprehensive professional indemnity insurance policy to cover claims in relation to the conduct of authorised representatives/employees at the time of the relative incident that gave rise to the claim. This professional indemnity policy includes Morgans.

## Any questions?

Please contact your adviser if you have any further questions about the financial services we provide. This document should be retained for your future reference.



# Anti-Money Laundering and Counter Terrorism Financing

## What obligations does Morgans have under the AML/CTF legislation?

As a Reporting Entity under AML/CTF legislation, Morgans is required to:

- conduct risk assessments to understand and manage the money laundering and terrorism financing risks to which we are exposed
- implement systems and governance arrangements to manage our money laundering and terrorism financing risks (including vetting and training staff, and regularly reviewing the effectiveness of our systems and our compliance with AML/CTF obligations)
- verify the identity of our customers, monitor our customers' behaviour, and keep appropriate records
- advise AUSTRAC if we have obligations under the AML/CTF Act, either through registration or the submission of compliance report
- report to AUSTRAC on cash transactions, international movements of funds and suspicious matters.

## What does Morgans require from a client?

Clients wishing to open an account with or be provided with a service via Morgans, will be required to provide relevant information and documentation, to enable Morgans to verify who they are conducting business for. This information and documentation must be provided to **Morgans prior to any transaction or service being offered**. Where we are opening an account with or facilitating an investment with an external product provider on your behalf, we are required to meet the external providers AML/CTF obligations.

## Politically Exposed Person

### Clients who may be classed as Politically Exposed Person (PEP)

In accordance with the *AML/CTF Act*, Morgans is required to identify and conduct appropriate customer due diligence on Politically Exposed Persons (PEP), as defined in the *AML/CTF Act*.

**Politically Exposed Person** means an individual (or an immediate family member and/or a close associate of) who holds a prominent public position or function in a government body or an international organisation.

On this basis, each person connected to an account for the provision of financial service from Morgans must indicate if they, an immediate family member or close associate (defined below), fit any of the categories below (not fully inclusive):

- Head of State, or head of a country, or government.
- Government minister or equivalent senior politician, senior government official.
- Judge of the High Court of Australia, the Federal Court of Australia, Supreme Court of a State/Territory, or a Judge of a court of equivalent seniority in a foreign country or international organisation.
- Governor of a central bank or any other position that has comparable influence to the Governor of the Reserve Bank of Australia.

- senior foreign representative, ambassador, or high commissioner.
- high-ranking member of the armed forces; or board chair, chief executive, or chief financial officer of, or any other position that has comparable influence in, any State enterprise or international organisation.

**To further assist, we provide the following guidance.**

### An immediate family member is:

- a spouse; or
- a de facto partner; or
- a child and a child's spouse or de facto partner; or
- a parent.

**A close associate** of a person referred to above, is any individual who is known (having regard to information that is public or readily available) to have:

- joint beneficial ownership of a legal entity or legal arrangement with a person referred to in the top section; or
- sole beneficial ownership of a legal entity or legal arrangement that is known to exist for the benefit of a person described in the top section.

### Domestic, Foreign or International politically exposed persons:

- **domestic politically exposed person** means a politically exposed person of an Australian government body;
- **foreign politically exposed person** means a politically exposed person of a government body of a foreign country;
- **international organisation politically exposed person** means a politically exposed person of an international organisation.

### International organisation means an organisation:

- established by formal political agreement by two or more countries and that agreement has the status of an international treaty; and
- recognised in the law of the countries which are members of the organisation.

## Rights of Morgans

Under the AML/CTF legislation and it is internal policies, Morgans has sole discretion to refuse any service or to open any account or to continue to provide any service, at any time without providing an explanation, where it may have concerns regarding the validity of a client's identity or potential or actual transaction. From time to time, Morgans may also request further or updated documentation from a client, to enable it to continue offering service(s) to a client.

We hope that you understand the reason for us requesting relevant information or documentation from you, as this not only protects Morgans but also is designed to protect you (the client) against anyone potentially undertaking transactions with Morgans using your identity without your knowledge.

Please speak to your adviser if you have any further questions regarding the above.

# Anti-Money Laundering and Counter Terrorism Financing

## AMF/CTF Identification Requirements

Client type	Whose name must the account be in/required documents	Who signs
Individual/Joint	<p><b>Each Individual</b></p> <ul style="list-style-type: none"> <li>• Driver's Licence, Passport, Birth Certificate.</li> </ul>	Each individual
Trust/Trustee	<p><b>The Trustee(s) of the Trust /Superfund</b></p> <ul style="list-style-type: none"> <li>• Original/Certified copy of the trust deed or extract confirming as a minimum, the name of the Trust, the Trustee(s), the Settlor and/or Appointer (if applicable), the Beneficiaries or class of beneficiaries, when the Trust was established and the State it was established in</li> <li>• Verify identification for each Trustee and each Beneficial owner entitled to 25% or more of the Trust assets/income</li> </ul>	All trustees
Company	<p><b>Domestic and Registered Foreign</b></p> <ul style="list-style-type: none"> <li>• Full company name and address of registered office</li> <li>• Verify ACN/ABN (ARBN if Registered Foreign Company)</li> <li>• Whether the company is listed by ASIC (or relevant foreign registration) as a proprietary or public company</li> <li>• Name of each director if the company is registered as a proprietary company</li> <li>• Certified ID for each director and any person who holds 25% or more of the shares in the company</li> <li>• Country in which the company was formed/incorporated/registered (Registered Foreign only)</li> </ul> <p><b>Unregistered Foreign Company</b></p> <ul style="list-style-type: none"> <li>• Full company name as registered by the relevant foreign registration body and if so any identification number issued to the company by the relevant foreign registration body upon the company's formation/incorporation/registration</li> <li>• Full address in company's country of formation/incorporation/registration as registered by the relevant foreign registration body</li> <li>• The name of each company director if the company is registered as a private company by the relevant foreign registration body</li> <li>• Certified ID for each director and any person who holds 25% or more of the shares in the company</li> </ul>	At least two (2) directors unless verified as sole director
Partnership	<p><b>Full name of Partnership</b></p> <ul style="list-style-type: none"> <li>• Full business name or the partnership as registered under any State or Territory business names legislation</li> <li>• Country in which the partnership was established</li> <li>• Certified ID for each partner</li> <li>• Full name and residential address for each partner, except where the regulated status of the partnership is confirmed through reference to the current membership directory of the relevant professional association</li> </ul>	At least two (2) partners, if more than one (unless the partnership document stipulates otherwise)
Deceased Estate	<p><b>Executors for the Estate or the solicitors for the estate</b></p> <p>_____ Certified copy of Grant of Probate (including will)</p> <p>In the event a deceased person does not leave a will, a copy of Letters of Administration</p> <p>For the executor, information required to be collected from an individual under the applicable customer identification procedure</p> <p>Where a lawyer or solicitor is acting on behalf of the executor, a letter of authority stating that this is the relevant name and address of the legal representative</p>	Executors

**For all other accounts, please contact your adviser to confirm what is required.**

# Anti-Money Laundering and Counter Terrorism Financing

## AML/CTF Personal verification requirements

To enable us to verify an individual's full name, date of birth and residential address, we are required to see the original or certified copy of one or more of the following documents (where applicable) to ensure we can verify all relevant details.

Where possible, we aim to collect at least one photographic identification document.

### Primary Photographic Identification Documents

- Passport\*
- Proof of age identity card
- Driver's Licence

\*Foreign passport must be current. Australian passport can be up to two years expired.

### Primary Non-Photographic Identification Documents

- Birth Certificate
- Pension Card
- Citizenship Certificate

### Secondary Identification Document

- Commonwealth Government Letter of Financial Benefit (<12 months old)
- Notice issued by the Australian Tax Office (<12 months old)
- Local government body or utilities provider letter/bill (<3 month old)

**Please Note:** if we are facilitating the opening of an account or investment with an external product provider, we are required to comply with their AML/CTF obligations.

## Certification procedures

### All certified documents must be:

- A clear photocopy showing the relevant page(s)
- The 'original' certified copy as signed by the Certifier. We may accept copies in certain circumstances.
- Signed and dated

### If certifying documents yourself, you must:

- Certify the document using the Morgans certification stamp; or
- Under the AML/CTF legislation, the following persons (independent of the application) can certify the documents required for this procedure
  - a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
  - an officer with, or authorised of, a holder of an AFSL, having 2 or more continuous years service with one or more licensees
  - Justice of the Peace
  - a notary public (for the purposes of the *Statutory Declaration Regulations 1993*)
  - a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership
  - a police officer
  - an officer with 2 or more continuous years of service with one or more financial institutions (for the purposes of the *Statutory Declarations Regulations 1993*)
  - a finance company officer with 2 or more continuous years of service with one or more finance companies (for the purposes of the *Statutory Declarations Regulations 1993*)
  - a registrar or deputy registrar of a court
  - a magistrate
  - a judge of a court
  - a chief executive of a Commonwealth Court
  - a permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public
  - an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
  - an Australian consular officer or an Australian diplomatic officer (within the meaning of *Consular Fees Act 1955*).

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- ### 1 Introduction
- 1.1 The Morgans Financial Limited Privacy Policy takes into consideration, your rights in regards to collection, use and storage of information. Use this area to familiarise yourself with our privacy policy.
  - 1.2 In this document:
    - a Morgans Financial Limited will be referred to as 'Morgans' or 'we' or 'us' or 'our', and
    - b 'Personal information' means information or an opinion about you where it is possible to ascertain your identity from that information or opinion.
- ### 2 Our privacy commitment
- 2.1 On 21 December 2001, new laws came into effect to protect the privacy of your personal information. This Policy briefly outlines how we safeguard your privacy and how Morgans collects, maintains, uses and discloses personal information about you as a client of Morgans.
  - 2.2 Our Privacy Policy sets out our policies for the management of personal information. You can obtain a copy of this Policy free of charge by contacting us using the contact details below or from our website at [morgans.com.au](http://morgans.com.au). We will manage your personal information in accordance with the law and the Australian Privacy Principles (subject to any other overriding provisions of law) and as specified in our Privacy Policy.
  - 2.3 Our Privacy Policy may change from time to time. This Policy is to be read subject to any overriding provisions of law or contract.
  - 2.4 We take our privacy obligations seriously. We have appointed a Privacy Officer to manage privacy requests, corrections and complaints and our Director, Legal & Regulatory Affairs, has the overall responsibility of ensuring that we comply with our privacy obligations.
- ### 3 Collecting organisation and contact details
- 3.1 The personal information provided by you may have been collected by Morgans and/or its related entities. Any additional personal information provided by you in the future will also be collected by Morgans and/or its related entities.

- 3.2 Morgans can be contacted at:
    - Attention: Privacy Officer Level 29 123 Eagle St  
Brisbane QLD 4000 Australia  
or GPO Box 202 Brisbane QLD 4001  
Telephone: (07) 3334 4888 Facsimile: (07) 3834 0903  
Email: [privacy@morgans.com.au](mailto:privacy@morgans.com.au)  
Or by calling 1800 777 946 for your nearest branch.
  - 3.3 We may also obtain personal and other information from some third parties such as accountants and other organisations who have referred you to us. When we obtain personal and other information from third parties whom we are referred to by you, we will assume and you will ensure that you have made that third party aware of your referral and the purposes involved in the collection, use and disclosure of the relevant, personal or other information.
- ## 4 What personal information Morgans collects or has collected
- 4.1 We only collect personal information that is necessary for us to perform our functions. The personal information Morgans has collected from you as a client is necessary for one or more of our services or activities provided to you. The personal information Morgans has collected or may collect in the future may include any or all of the following personal information (This is not an exhaustive list):
    - a your name, address, contact details and date of birth
    - b your email address
    - c your tax file number
    - d details of your annual income, expenditure and employment
    - e details of your assets and liabilities
    - f details of any securities or investments you have given us
    - g details of your associated bank accounts
    - h details of specific transactions
    - i details of your investment objectives and risk profile
    - j details of health information relating to your insurance requirements, and
    - k any other information we require to satisfy our obligations under relevant legislation.
  - 4.2 We may also collect personal information directly from you when you deal with us over the telephone. We may for the purposes of security, quality, training or verification:
    - a listen to and/or record telephone calls to which you are a party with us
    - b collect and store details of your IP address, and
    - c collect, store and analyse how you use our website and other electronic applications and programs.
  - 4.3 We will assume you consent to the collection of your personal information in the manner specified in this Privacy Policy until you tell us to the contrary by following the instructions contained under the heading 'Consent' below.
- ## 5 Access to information
- 5.1 You are entitled at any time to request access to personal information held by us about you and to ask us to correct this information where you believe (and in some circumstances prove) it is incorrect or out of date. To do this please contact us using the contact details above and you will be advised of our procedures for accessing and correcting personal information. Morgans will not charge you for lodging a request to access your personal information, but may charge you for Morgan's reasonable costs of making the personal information available to you.

In limited circumstances access may be denied where required or permitted by law. If we decide not to provide you with access to your personal information, we will give you our reasons for our decision.

## 6 Purpose and use of personal information

6.1 Morgans has collected and may use your information to do one or more of the following:

- a open an account for you
- b maintain your account
- c process transactions on your behalf
- d enable us to assess any request from you for financial advice
- e send research information to you
- f respond to any specific requests you may contact us about
- g help us to assess products that may suit your financial needs
- h notify you of any products that may be of interest to you
- i keep you informed on matters that may affect or be related to your investments
- j update your personal files
- k enable us to meet our obligations under certain laws
- l to assist you in determining your investment objectives and providing you with investment advice and information on new opportunities to assist you in achieving these objectives
- m to provide you with regular reviews and keep you informed on the performance of your investments
- n any purpose for which the information was requested and any directly related purpose, and
- o developing, improving and marketing our products and services.

## 7 Disclosing your personal information within Australia

7.1 Morgans undertakes not to trade, rent or sell your personal information. Morgans may disclose your personal information to the following organisations for the purposes specified:

- a to related companies of Morgans for the purpose of marketing new investment opportunities to you
- b to the Australian Stock Exchange, Chi-X Australia Pty Limited (Chi-X), Options clearing House, Fund Managers, Insurers, Share Registries, other product providers or Australian financial services licensees ("AFSL") to establish accounts on your behalf (including to facilitate your transition to another product provider or AFSL) or to process transactions
- c to our bank, when depositing funds to your account, and
- d to outsourcing organisations contracted by Morgans to provide administrative functions on our behalf, for example IT contractors providing maintenance of our data systems.

## 8 Disclosing your personal information overseas

8.1 Some of our third party contractors and service providers may perform certain services overseas, or your portfolio may include interests managed by our overseas custodians and agents.

As a result, your personal information may be disclosed (on a confidential basis) to a recipient in a foreign countries, including the USA, Canada, Japan, Singapore, India, Hong Kong, Germany, South Africa and the United Kingdom; and there may be other jurisdictions that are specific to your portfolio.

8.2 Morgans may disclose your personal information to an organisation in a foreign country if:

- a you consent to the disclosure
- b the disclosure is required by law

- c the transfer is necessary for the performance of a contract between you and the foreign organisation, or for the implementation of pre-contractual measures taken in response to your request, or
- d the transfer is necessary for the conclusion or performance of a contract, concluded in your interest, between the foreign organisation and a third party, and
- e Morgans reasonably believes that the recipient of the information is subject to a law, binding scheme or contract which effectively upholds principles for fair handling of the information that are substantially similar to the Australian Privacy Principles, or
- f Morgans has taken reasonable steps to ensure that the information which it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the Australian Privacy Principles, and
- g In addition Morgans may disclose personal information it holds about you in the following circumstances:
  - i you consent to the disclosure, and
  - ii if the disclosure is required by law.

## 9 Legal requirements to collect certain personal information

9.1 Prior to providing products or services to you Morgans is obliged by law to collect, and verify, certain personal information from you. The laws governing these requirements include:

- a *The Financial Transactions Reports Act (1988) (Cth)*
- b *The Anti-Money Laundering and Counter Terrorism Financing Act (2006)(Cth)*
- c Australian taxation laws
- d The Corporations Law
- e financial services laws.

## 10 Consequence of not providing personal information

10.1 You may choose not to give Morgans your personal information. Depending on the type of product or service you request, one or all of the consequences set out below may apply if you do not give some or all of your personal information to us:

- a Morgans will not be able to provide you with the requested account or facility
- b Morgans will not be able to provide you with the requested investment product
- c if you do not provide your tax file number, tax at the highest rate may be deducted from any dividends or interest paid to you on investments managed by Morgans, and
- d Morgans will not be able to deposit funds to your bank account.

## 11 Where we collect the information from

11.1 In most instances personal information about you will be collected directly from you in either an application form or documents completed by you, correspondence from you to us, during an interview or from telephone contact.

11.2 We may also obtain personal and other information from some third parties such as accountants and any other organisation that has referred you to us. When we obtain personal and other information from third parties whom we are referred to by you, we will assume and you will ensure that you have made that third party aware of your referral and the purposes involved in the collection, use and disclosure of the relevant personal or other information.

11.3 Personal information about you may also be collected from our website but only if you voluntarily provide us with your details (eg If you email your contact details to us or if you use a logon and password to access a particular service).

- 11.4 When you visit our web site our web server collects the following types of generic non-personal information for statistical purposes:
- a your internet service providers address
  - b the number of users who visit the web site
  - c the date and time of each visit
  - d the pages accessed and the documents downloaded
  - e the type of browser used
  - f the site that referred you to us, and
  - g the site that you went to after you finished visiting us.

11.5 No attempt is made to identify individual users from this information.

11.6 The Morgans website contains links to the web sites of third parties. If you access those third party web sites they may collect information about you. Morgans does not collect information about you from the third parties. You will need to contact them to ascertain their privacy statements.

## 12 Cookies

12.1 A cookie is a small text file placed on your computer hard drive by a web page server. Our web server may access cookies later. Cookies store information about your use of our web site.

12.2 Morgans use cookies to:

- a determine whether you have previously used the Morgans web site
- b identify the pages you have accessed, and
- c facilitate administration of the site and for security purposes.

12.3 Cookies can either be 'persistent' or 'session' based. Persistent cookies are stored on your computer, contain an expiration date, and are mainly for the user's convenience. Session cookies are short lived and are held on your browser's memory only for the duration of your session, they are used only during a browsing session, and expire when you quit your browser.

12.4 We may use both session and persistent cookies. This information may be used to personalise your current visit to our website. Upon closing your browser, the session cookie is destroyed.

12.5 Most Internet browsers can be set to accept or reject cookies. If you do not want to accept cookies, you can adjust your Internet browser to reject cookies to or notify you when they are being used. However, rejecting cookies may limit the functionality of our website.

## 13 You may 'opt-out' of receiving direct marketing material

- 13.1 From the information we obtain from you we use some of it to keep you informed of other products, services or opportunities that may be of interest to you or help you achieve your investment objectives.
- 13.2 If you do not want your personal information to be used for these purposes, please contact us using the contact details above.
- 13.3 Please note that you can withdraw your consent, without any charge, by contacting us at any time.
- 13.4 We will not disclose information about you to third parties for direct marketing purposes.

## 14 Email address

14.1 Unless otherwise specified in this Privacy Policy, if you provide us with your email address during a visit to our website, it will only be used for the purpose for which you provided it to us. It will not be added to a mailing list without your consent unless the mailing list is directly related to the purpose for which you provided your email address to us. We may use your email address, for example, to provide you with information about a particular service or product or to respond to a message you have sent us.

14.2 If you subscribe to one of our services and provide your email address to us so we may communicate with you through email, we may also use your email address to advise you of upgrades and changes to those services.

## 15 Security and retention policies

15.1 Morgans is committed to ensuring the security of personal information that we hold about you. We take reasonable steps to ensure the personal information we hold about you is stored securely, whether in a physical or electronic form. Some of the ways we do this are:

- a confidentiality requirements of our employees, contractors, agents and authorised representatives
- b document storage security policies
- c security measures for access to our systems
- d only giving access to personal information to a person who is verified to be able to receive that information, and
- e electronic security systems such as firewalls and data encryption on our websites.

15.2 If you use the Internet to communicate with us you should be aware that there are inherent risks in transmitting personal information over the Internet. Morgans does not have control over the transfer of personal information over the Internet and we cannot guarantee its security.

15.3 We will destroy or de-identify your personal information when it is no longer required by us or required to be retained by law. Further details about when we will destroy or de-identify your personal information are set out in our Records Management Policy. You can request a copy of our Records Management Policy by contacting our Privacy Officer.

## 16 Complaints

16.1 If you have a complaint about our treatment of your privacy, please contact our Privacy Officer using the contact details above. Our Privacy Officer will investigate your complaint and endeavour to resolve any issue to your satisfaction.

## 17 Consent

17.1 If you do not consent to the use or disclosure of your personal information in the manner provided above or in our Privacy Policy as amended from time to time, contact our Privacy Officer using the details provided above. Please note that you can withdraw your consent, without any charge, by contacting us at any time.

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### Queensland

Brisbane	+61 7 3334 4888
Stockbroking, Corporate Advice, Wealth Management	
Brisbane Edward Street	+61 7 3121 5677
Brisbane Tynan Partners	+61 7 3152 0600
Brisbane North Quay	+61 7 3245 5466
Bundaberg	+61 7 4153 1050
Cairns	+61 7 4222 0555
Gladstone	+61 7 4972 8000
Gold Coast	+61 7 5581 5777
Holland Park	+61 7 3151 8300
Kedron	+61 7 3350 9000
Mackay	+61 7 4957 3033
Milton	+61 7 3114 8600
Newstead	+61 7 3151 4151
Noosa	+61 7 5449 9511
Redcliffe	+61 7 3897 3999
Rockhampton	+61 7 4922 5855
Springfield-Ipswich	+61 7 3202 3995
Spring Hill	+61 7 3833 9333
Sunshine Coast	+61 7 5479 2757
Toowoomba	+61 7 4639 1277
Townsville	+61 7 4725 5787

### Northern Territory

Darwin	+61 8 8981 9555
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### New South Wales

Sydney	+61 2 9043 7900
Stockbroking, Corporate Advice, Wealth Management	
Sydney Grosvenor Place	+61 2 8215 5000
Sydney Reynolds Securities	+61 2 9373 4452
Sydney Currency House	+61 2 8216 5111
Armidale	+61 2 6770 3300
Ballina	+61 2 6686 4144
Balmain	+61 2 8755 3333
Bowral	+61 2 4851 5555
Chatswood	+61 2 8116 1700
Coffs Harbour	+61 2 6651 5700
Gosford	+61 2 4325 0884
Hurstville	+61 2 8215 5079
Merimbula	+61 2 6495 2869
Mona Vale	+61 2 9998 4200
Neutral Bay	+61 2 8969 7500
Newcastle	+61 2 4926 4044
Orange	+61 2 6361 9166
Port Macquarie	+61 2 6583 1735
Scone	+61 2 6544 3144
Wollongong	+61 2 4227 3022

### Australian Capital Territory

Canberra	+61 2 6232 4999
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### Victoria

Melbourne	+61 3 9947 4111
Stockbroking, Corporate Advice, Wealth Management	
Brighton	+61 3 9519 3555
Domain	+61 3 9066 3200
Geelong	+61 3 5222 5128
Hawthorn	+61 1300 382 075
South Yarra	+61 3 9006 9955
Southbank	+61 3 9037 9444
Traralgon	+61 3 5176 6055
Warrnambool	+61 3 5559 1500

### Western Australia

West Perth	+61 8 6160 8700
Stockbroking, Corporate Advice, Wealth Management	
Perth	+61 8 6462 1999

### South Australia

Adelaide	+61 8 8464 5000
Stockbroking, Corporate Advice, Wealth Management	
Exchange Place	+61 8 7325 9200
Norwood	+61 8 8461 2800
Unley	+61 8 8155 4300

### Tasmania

Hobart	+61 3 6236 9000
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Get in touch:



[morgans.com.au](https://morgans.com.au)



1800 777 946



[info@morgans.com.au](mailto:info@morgans.com.au)

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 Our privacy policy is available online at [morgans.com.au](https://morgans.com.au).