

AUSBIZ CAPITAL INVESTMENTS

Terms and Conditions - Model Portfolios

Issue Date: 18 July 2025

Ausbiz Capital Investments Pty Ltd (ABN 92 681 118 212) is a Corporate Authorised Representative (CAR No. 1314938) of Primary Securities Ltd (ABN 96 089 812 635 AFSL 224107). Ausbiz Capital provides general financial product advice only and does not provide dealing, execution, or personal advice services.

Address: Level 22, International Tower 3, 300 Barangaroo Avenue, Barangaroo NSW 2000
Phone: 1300 687 941

Investors are subject to financial risk, margin, performance status, copies of the different types of investments and levels of risk associated. Past performance and back-tested data is not a guarantee of future performance.

AUSBIZ CAPITAL INVESTMENTS Terms and Conditions

THIS AGREEMENT is made on the Commencement Date.

BETWEEN: Ausbiz Capital Investments Pty Ltd ("Ausbiz Capital") ACN 681 118 212

AND: The entity whose name, Australian Business Number (if any) and address or registered office details are set out in the associated Ausbiz Capital application form(s) ("Client")

RECITALS

The Client wishes to appoint Ausbiz Capital to provide general advice and access to model portfolios on its behalf.

General advice means Ausbiz Capital gives advice on investments unrelated to the personal circumstances of the Client.

Therefore, please do not tell us about your financial situation, goals or needs. We do not take these into account.

THE PARTIES AGREE

1. Definitions and Interpretation

1.1 In this Agreement (including the recitals) unless the context otherwise requires:

a. "Agreement" means this Agreement and any document that varies or supplements it;

- b. "Application Form(s)" means the joint, individual, company and/or trust Ausbiz Capital application forms relating to the opening of a Ausbiz Capital trading account;
 - c. "Business Day" means any day other than a Saturday, Sunday or Australian Government gazetted public holiday as defined by the ASX Business Rules;
 - d. "Commencement Date" means the date outlined in the client agreement on the associated Ausbiz Capital application form(s);
 - e. "Derivative" has the meaning provided for it in the Corporations Act as amended by the Financial Services Reform Act 2001.
 - f. "General Advice (GA)" means general advice as defined in Section 766B(3) of the Corporations Act 2001 (Cth) being financial product advice that does not take into account your personal objectives, needs or financial situation. This includes access to model portfolios and buy/sell alerts, which are not tailored to your personal circumstances. General advice may be provided to you by Ausbiz Capital through its website or by any other means (whether oral, electronic in writing or otherwise).
 - g. "GST Act" means A New Tax System (Goods and Services Tax) Act 1999;
 - h. "Terms and Conditions" means the agreement between Ausbiz Capital and the Client under which Ausbiz Capital will provide their services to the Client.
 - i. "Security" has the meaning provided for in the Corporations Act as amended by the Financial Services Reform Act 2001.
 - j. "Technology" means any electronic systems used to provide advisers with specific information about Clients, their holdings or automatic trading alerts, as part of providing general advice, including website access and alerts;
 - k. "Model Portfolio Service" means the subscription-based service providing access to three model portfolios, including website visibility of buy/sell signals and optional text/email alerts, where clients must independently place trades via their own brokerage accounts.
- 1.2 References to recitals, clauses, sub clauses, paragraphs, annexures or schedules are references to recitals, clauses, sub clauses, paragraphs, annexures and schedules of or to this Agreement;
- 1.3 Headings in this Agreement are for convenience only and do not affect its interpretation or construction.
- 1.4 In this Agreement unless the context otherwise requires:
- a. the singular includes the plural and vice versa;
 - b. each gender includes the other two genders;
 - c. the word "person" means a natural person and any association, body or entity whether incorporated or not;

- d. the word "month" means calendar month and the word "year" means 12 calendar months;
- e. a reference to writing includes any communication sent by post or facsimile transmission;
- f. where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- g. a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- h. all monetary amounts are in Australian currency;
- i. a reference to time refers to time in Sydney, Australia;
- j. "Associate" has the same meaning given by Section 318 of the Income Tax Assessment Act 1936 (Cth) or any section amending or replacing such provision;
- k. "Business Day" means a day other than a Saturday, Sunday or public holiday in New South Wales;
- l. mentioning anything after "includes", "includes" or "including" does not limit what else might be included;
- m. no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party;
- n. a reference to anything is a reference to the whole and each part of it;
- o. a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- p. "company", "corporation" and "body corporate" have the meanings respectively provided by Chapter 1 of the Corporations Law.

2. Appointment

2.1 The Client appoints Ausbiz Capital to provide General Advice via the Model Portfolio Service and Ausbiz Capital accepts its appointment in accordance with the terms and conditions contained in this Agreement. Ausbiz Capital provides these services as a Corporate Authorised Representative (CAR No. 1314938) of Primary Securities Ltd (AFSL 224107).

2.2 In the performance of the Model Portfolio Service, Ausbiz Capital may present its recommendations in writing or otherwise to the Client and the Client may provide their instructions in writing or orally.

2.3 The Client agrees to provide to Ausbiz Capital accurate, complete and up to date information for the purposes of Ausbiz Capital providing General Advice.

3. Acknowledgements and Release

3.1 The Client releases and discharges Ausbiz Capital, and agrees that Ausbiz Capital is not liable whatsoever for any loss which results from:

- a. the general risks of investing;
- b. losses due to forces or reasons beyond Ausbiz Capital's control, including strikes, work stoppages, acts of war or terrorism;

3.2 The Client acknowledges and agrees that Ausbiz Capital is not responsible for the accuracy or completeness of any information received from third parties and passed to the Client or used by Ausbiz Capital in providing the General Advice unless Ausbiz Capital is actually aware that the information is not accurate and complete.

3.3 The Client recognises that Ausbiz Capital in the provision of its services relies on the information provided to it by the Client and as such the accuracy and completeness of the services provided by Ausbiz Capital will be diminished in the event that the information provided by the Client is not accurate, complete or not up to date. The Client holds Ausbiz Capital harmless in the event the Client suffers any financial loss as a result of the information provided to Ausbiz Capital by the Client is inaccurate, incomplete, out of date or not appropriately updated.

3.4 The Client acknowledges that they have received a Financial Services Guide by Ausbiz Capital.

3.5 The Client acknowledges that the Model Portfolio Service provides general advice only. Ausbiz Capital does not execute trades, hold client funds, or provide personal advice. Clients must place their own trades with independent brokers and consider their own objectives, financial situation, and needs before acting on any information.

4. Technology

4.1 The Client acknowledges that Ausbiz Capital uses Technology in providing all or part of the Model Portfolio Service, and that in the interest of protecting the integrity of the Technology involved in the Model Portfolio Service, Ausbiz Capital may suspend the operation of the Model Portfolio Service or any part of the services. The Client acknowledges that Ausbiz Capital will not be liable where Ausbiz Capital fails to act within a reasonable time of receiving an automatic or conditional instruction due to any suspension of this Technology.

4.2 The Client acknowledges:

- a. that other third parties, including but not limited to telecommunications carriers, telecommunications service providers and Internet service providers are involved in the supply of the Technology and the quality of their products and services may affect the performance of the Model Portfolio Service and the reliability of data transmission; and
- b. that no information provided on the Ausbiz Capital Website operates as an offer to buy or sell securities based on model portfolios or as a personal securities recommendation from Ausbiz Capital.

5. Privacy

5.1 The Client acknowledges that Ausbiz Capital collects information on individuals and companies for the purpose of providing Model Portfolio Service and that in order to provide this General Advice the financial information will:

- a. be stored in hard copy by advisers; and
- b. be accessible to advisers, network administrators and officers of the company; and
- c. will not be provided to a third party, however this excludes disclosures which may be made by Ausbiz Capital to third parties as it may be required by law.

5.2 The Client acknowledges that personal information may be viewed and/or modified by Ausbiz Capital on an ongoing basis as required for the proper administration of Client files. For full details on how personal information is handled, including access, correction, and complaint rights, refer to Ausbiz Capital's Privacy Policy available on our website or upon request.

5.3 Unless otherwise advised, the Client authorises Ausbiz Capital to collect and collate statistical information about the use of its products and services and to release that information. The release of statistical information can be to either prospective or current clients of Ausbiz Capital. The Statistical Information will not contain information which identifies the Client or a particular transaction of the Client, unless Ausbiz Capital has the prior written consent of the Client.

5.4 Unless otherwise advised, the Client authorises Ausbiz Capital to monitor on an ongoing basis their investment portfolios and Ausbiz Capital may (in its sole and unfettered discretion) determine to contact the Client when investment advisers, trainers or executive staff of Ausbiz Capital determine that intervention or alternative action is required so as to assist the Client with their investment portfolio. This may include contacting the Client via text or email (if elected) regarding portfolio alerts. All such electronic communications comply with the Spam Act 2003 (Cth), including sender identification, consent requirements, and unsubscribe facilities. Clients can unsubscribe from alerts at any time via the unsubscribe link in the communication or by contacting Ausbiz Capital at Info@ausbizcapital.com.au.

5.5 The Client agrees and acknowledges that Ausbiz Capital may, from time to time and without further notice to the Client be required either by law or ASX regulations to provide information about the Client and its dealings with Ausbiz Capital to the ASX, the Australian Securities and Investments Commission or any other regulatory authority.

5.6 The Client authorises Ausbiz Capital to supply relevant information contained in the Client's application form and other records to a credit reporting agency and to obtain credit reports about the Client from a credit reporting agency.

6. Fees, Taxes and Charges

6.1 In consideration for Ausbiz Capital providing any General Advice and/or Model Portfolio Service, the Client agrees to pay to Ausbiz Capital the fees/commissions that are imposed for these services, as detailed in the Fee Schedule provided with the Application Form(s) or on the Ausbiz Capital website.

6.2 The Client also agrees to pay all taxes charges including Capital Gains Tax and expenses associated with the Agreement and to indemnify and hold harmless responsible for the payment of all fees and charges which arise from the Client's use of the Model Portfolio Service.

6.3 All payments or amounts payable under this Agreement are exclusive of GST (if applicable). Where GST is payable on a supply under this Agreement, the recipient must pay an additional amount equal to the GST payable on the supply, in accordance with the GST Act. Financial advice services are often input-taxed under the GST Act, meaning no GST is charged; confirmation of GST applicability will be provided in the Fee Schedule.

7. Model Portfolio Subscription Cooling Off Periods

7.1 Upon purchasing a Model Portfolio subscription, the Client shall be entitled to a cooling-off period of 14 days commencing from the date of subscription purchase. Subject to Australian Consumer Law rights.

7.2 After the expiration of the cooling-off period, subscriptions shall become non-refundable.

8. Promotional Subscriptions

8.1 Subscriptions purchased during promotional periods, such as End of Financial Year (EOFY) or End of Year (EOY) promotions, or at a discounted membership rate shall be deemed non-refundable. Subject to Australian Consumer Law rights.

8.2 If a promotional subscription includes gifts (e.g., Apple products, trading credits, extra months) subscriptions, discounted membership rate), the subscription shall also be non-refundable.

9. Authorised Persons

9.1 The Client will appoint Authorised Persons for the purpose of giving and receiving instructions under this Agreement and will notify Ausbiz Capital of their identities, the number necessary for a valid instruction and provide specimen signatures. At the Commencement Date the people who are the Authorised Persons are as identified in the Ausbiz Capital Authorised Agent Form. After that, the Client may, at any time, vary their authorised persons by written notice to Ausbiz Capital.

9.2 Ausbiz Capital will only act following the receipt of instructions from an Authorised Person of the Client.

10. Additional Services

10.1 Ausbiz Capital may provide to the Client General Advice via model portfolios and alerts, however such advice does not specifically refer to take into account the Client's personal circumstances or investment portfolio and represents general advice and the Client acknowledges and agrees that:

a. providing this advice, Ausbiz Capital did not take into account the investment objectives, financial situation and particular needs of the Client, and

b. before making any investment decision on the basis of that advice, the Client must consider, with or without the assistance of a securities adviser, whether the advice is appropriate for them having regard to their particular investment needs, objectives and financial circumstances.

10.2 Ausbiz Capital will not be liable for any damages of any kind sustained or incurred by the Client arising from the use of the Ausbiz Capital site, Ausbiz Capital market reports or other products in which Ausbiz Capital provides General Advice, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, to the extent permitted by law.

10.3 The Client agrees that where they are provided with Access to the Ausbiz Capital website:

a. they are responsible for the selection of their password in using the Ausbiz Capital Website and are also responsible for ensuring that the password is kept secure;

b. they will not use the Ausbiz Capital website and Technology in connection with any trade or business activities or to hold or monitor security trading for any other person;

c. they will not seek to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right of Ausbiz Capital (as well as rights of publicity and privacy), or any part or parts of the General Advice without Ausbiz Capital's prior written consent, and

d. they will not in any way express or imply that any opinions of the Client are endorsed by Ausbiz Capital without the prior written consent of Ausbiz Capital.

11. Alerts and Self-Execution

11.1 Clients may elect to receive text/email alerts for buy/sell signals. Ausbiz Capital is not responsible for delays, failures, or inaccuracies in alerts due to technology/third-party issues. Clients must independently verify and execute trades.

12. Third Parties

12.1 The Client acknowledges where a Ausbiz Capital's recommendation includes the recommendation of a product or service of a Third Party, including independent brokers used by the Client for self-execution, Ausbiz Capital is not liable in any manner whatsoever for the conduct of the Third Party nor the quality of the product or service of that Third Party.

12.2 The Client acknowledges that they must perform their own due diligence in respect of any Third Party recommendation on behalf of Ausbiz Capital and its advisers.

13. Indemnity and Liability

13.1

a. The Client indemnifies and agrees to keep indemnified Ausbiz Capital from and against all claims (or threatened claim), suits, demands, damages, costs, (including legal costs incurred

or dealing with any threatened claim), expenses made by any person against Ausbiz Capital and any other amount however arising which the Client may be required to pay to any such person, to the extent such claims arise from the Client's negligence, breach of this Agreement, or misuse of the Model Portfolio Service.

b. Without limiting paragraph (a) above, the Client indemnifies and agrees to keep indemnified Ausbiz Capital against any claim (or threatened claim), suit, demand, cost, expenses or any other amount made by any person against Ausbiz Capital in respect of any instructions or authority given to Ausbiz Capital by the Client, to the extent permitted by law.

13.2 Ausbiz Capital will indemnify the Client against any loss sustained by it pursuant to this Agreement as a direct result of Ausbiz Capital's dishonesty or fraud and provided further that such loss can be reasonably contemplated by Ausbiz Capital at the time of making this Agreement.

13.3 In the event that the Client suffers any loss as a direct result of Ausbiz Capital's dishonesty or fraud in the performance of the General Advice and/or the Model Portfolio Service, then the Client must use its utmost best endeavours to expediently mitigate any such loss.

13.4 The Client holds Ausbiz Capital harmless and releases it from any liability in respect of any loss, harm or damage:

- a. arising from a decision made by the Client on the basis of information obtained through the use of the Model Portfolio Service or any General Advice;
- b. suffered by the Client (including lost profits or economic loss), as a result of system failure caused by the Technology, or other information technology (or the like) which Ausbiz Capital is not the intellectual property owner, to the extent permitted by law.

13.5 The Client indemnifies Ausbiz Capital from and against all claims, demands, actions, proceedings, costs, expenses, damages, loss and other liabilities suffered by any person where the Client has directly or indirectly provided unauthorised access or reproduced or disclosed the Model Portfolio Service or General Advice to such person (whether directly or indirectly), to the extent such liabilities arise from the Client's breach.

13.6 The Client acknowledges that Ausbiz Capital relies on third parties in providing the Technology and releases Ausbiz Capital from any harm, loss or damage they may suffer as a result of the failure of such information technology, to the extent permitted by law.

14. Force Majeure

14.1 No failure or omission by Ausbiz Capital to perform or observe the terms and conditions of this agreement will:

- a. give rise to any right of action or claim against it; or
- b. be treated for any purpose as a breach of this Agreement, if such failure or omission arises from any cause reasonably beyond the control of Ausbiz Capital.

15. Duration and Termination

15.1 This Agreement commences on the Commencement Date and continues until terminated in accordance with this Agreement.

15.2 This Agreement terminates following 5 Business Days written notice by either party to the other to that regard.

15.3 Following termination of this Agreement and the receipt by Ausbiz Capital of all money and fees payable to Ausbiz Capital, the Client will then be released from any further obligations under this Agreement.

15.4 Upon termination of this Agreement:

a. the Client releases and discharges Ausbiz Capital from all liability for damages or loss and from all sums of money, accounts, actions, proceedings, claims, demands, costs and expenses whatsoever which the Client has or had at any time in the future may have or have had against Ausbiz Capital for or by reason or in respect of act, cause, matter or thing arising out of or in connection with or incidental to the Model Portfolio Service, the Grant of Authority and/or this Agreement, to the extent permitted by law; and

b. the Client remains liable to Ausbiz Capital in respect of any amount owing to Ausbiz Capital which is unpaid on the date of termination.

16. Confidentiality

16.1 The Client acknowledges that information disclosed to it by Ausbiz Capital (such as the Technology) pursuant to this Agreement and the performance of this Agreement is confidential and is the property, and a trade secret, of Ausbiz Capital.

16.2 Except as provided expressly in this Agreement, the Client agrees it will not and will not permit any of its officers, employees, agents, representatives or contractors to disclose to any person the confidential information without the prior written consent of Ausbiz Capital.

16.3 This clause does not apply to any information which:

- a. is generally available to the public (other than as a result of the breach by the Client of the provisions of this clause); or
- b. is required to be disclosed by law.

17. General

17.1 An undertaking, warranty, agreement, representation, provision or obligation in this Agreement which is made or given by or which applies to more than one person or which extends to or is for the benefit of more than one person binds and extends to or is for the benefit of, as the case may be, all of them jointly and each of them severally. In the event that the Client is two or more persons, then the rights under this Agreement are held as tenants in common.

17.2 This Agreement contains the entire understanding between the parties in relation to its subject matter. There are no express or implied conditions, warranties, promises,

representations or obligations, written or oral, in relation to this Agreement other than those expressly stated in it or necessarily implied by law.

17.3 If any provision of this Agreement is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

17.4 Ausbiz Capital may at any time by notice advise the Client of an amendment to this Agreement and following the expiration of 7 days, such notice will amend this Agreement. For material amendments that may adversely affect the Client, Ausbiz Capital will seek the Client's consent where required by law.

17.5 A notice or other communication will be taken, for the purposes of this Agreement, to have been given if:

- a. personally delivered - upon delivery;
- b. mailed - on the expiration of 2 Business Days after posting; or
- c. sent by electronic mail or facsimile transmission - on the day it is sent (or, if that is not a Business Day, on the next Business Day).
- d. For the purposes of sub clause 17.5, the contact details to which notices are to be sent are the Client details listed in the associated Ausbiz Capital application form, and in respect of Ausbiz Capital are as follows:
Level 22, International Tower 3, 300 Barangaroo Avenue, Barangaroo NSW 2000
Telephone: 1300 687 941
Email: Info@ausbizcapital.com.au
Marked to the attention of the Compliance Department.

18. Assignment

18.1 The Client cannot assign this Agreement without the prior written consent of Ausbiz Capital.

18.2 Ausbiz Capital can assign the whole or any part or parts of this Agreement as and when it may determine in its sole and unfettered discretion.

19. Governing Law and Jurisdiction

19.1 The validity, interpretation and performance of this Agreement will be governed by and construed in accordance with the laws of the State of New South Wales and of the Commonwealth of Australia which the parties acknowledge is the proper law of this Agreement.

19.2 Each of the parties irrevocably agrees that the courts of the State of New South Wales and of the Commonwealth of Australia will have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and for this purpose irrevocably submits to the jurisdiction of such courts.

20. Telephone Recordings

20.1 The Client agrees that Ausbiz Capital may electronically record all telephone conversations (with or without a tone warning device) among representatives of Ausbiz Capital, the Client and Authorised Persons and that any of the electronic recordings may be submitted in evidence in any proceedings relating to a transaction, which may arise out of or in connection with this Agreement and for this purpose irrevocably submits to the jurisdiction of such courts. In any transaction any electronic recordings between the persons who entered into that transaction will be taken to be the preferred evidence of the terms of that transaction, notwithstanding the existence of any writing to the contrary. Recordings are handled in accordance with the Privacy Act 1988 (Cth) and Ausbiz Capital's Privacy Policy.

21. Complaints Handling

21.1 Ausbiz Capital is committed to resolving complaints promptly and fairly. Clients may lodge complaints via email to Info@ausbizcapital.com.au or phone 1300 687 941. Ausbiz Capital will acknowledge receipt within 1 business day and aim to resolve within 30 days, in accordance with its Internal Dispute Resolution (IDR) process.

21.2 If the complaint remains unresolved, the Client may refer it to the Australian Financial Complaints Authority (AFCA) at www.afca.org.au or 1800 931 678. AFCA provides a free, independent external dispute resolution service.

Ausbiz Capital Terms and Conditions dated 18 July 2025
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