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- [1. Introduction](#)
- [2. The Services Provided by Admiral and Dealing Between You and Us](#)
- [3. Opening an Account](#)
- [4. Joint Account](#)
- [5. Order and Confirmation](#)
- [6. Knowledge of Securities, Warrants and Options, Corporate Actions](#)
- [7. Settlement](#)
- [8. Records, Reports and Communications](#)
- [9. Client Money and Account](#)
- [10. Custody](#)
- [11. Security Interest](#)
- [12. Default Events and Suspicious Acts](#)
- [13. Commission and Fees](#)
- [14. Quotes, Market Information, Research and Internet Links](#)
- [15. License for Using Admiral's Software](#)
- [16. Disclaimer and Liquidated Damages](#)
- [17. Privacy and Confidentiality](#)
- [18. Client Maintain Alternative Trading Arrangements](#)
- [19. Disclosure Statement](#)
- [20. Limitation of Liability and Indemnity](#)
- [21. Amendment and Termination](#)
- [22. Miscellaneous](#)

## 1. Introduction

legal\_uk::SecuritiesTradingAgreementASIC.sta-doc-p-1-1

1.2 We provide securities that include but are not limited to listed shares trading services, ETFs, listed units in limited liability partnerships, depositary receipts for shares of foreign companies and delisted shares that resume trading on over-the-counter interdealer markets.

You appoint Admiral as your agent for the purposes of providing the service to you in accordance with this Agreement. You acknowledge and agree that Admiral may:

- a) act as agent, in relation to the execution or arrange execution of orders and transactions on your behalf;
- b) act as custodian, in relation to any money and financial products held by Admiral for you.

1.3 In the event that a corporate action or capital event that includes issue in listed equity instruments that:

- a) are not outlined in clause 1.2; or
- b) are issued in jurisdictions not supported by Admiral; or
- c) are or will be traded in venues to which Admiral cannot access; or
- d) are not available on Admiral's trading platform for any other reason

Admiral will not be able to commence regular trading service to clients with respect to these new issued instruments and will act reasonably in realising these instruments in the open market and settling with client in cash at Admiral's sole discretion. Please note that these corporate or capital events may affect your interests; it is your responsibility to understand the implications of these events. Admiral is not liable for any losses or adverse impacts arising from and/or in connection with these corporate or capital events.

1.4 You acknowledge that illiquid securities typically trade in a restricted market and that, therefore, it may be difficult or impossible to deal in such securities and/or to obtain reliable and timely information about them. Such markets may be subject to different trading rules and systems and typically represent off-exchange markets, which are not accessible to Admiral through its automated order transmission links. If any security that was previously available to Clients ceases trading on the most relevant regulated market/exchange and continues to trade on such off-exchange market, Admiral in its sole discretion may impose a 'close-only' trading mode that allows only the reduction of existing positions in such securities or close out any existing position in such security at a prevailing market price without prior notice to you.

1.5 In respect of any obligations you owe in relation to a transaction entered into by Admiral or any third party on your behalf or in your name, you appoint Admiral and each of our representatives, officers and employees as your attorney with full power of substitution in order to execute or procure any document, security holder information or settlement monies and deliver any such documents, security holder information and settlement monies as required to the entity responsible for settlement. Admiral may delegate certain obligations under this Agreement to our affiliates and third parties.

1.6 We will take reasonable steps to provide you with a clear explanation of all fees, charges and taxes you will need to pay before you begin to provide instructions of buying or selling financial products to us.

1.7 Our security trading service may not be suitable for everyone. There is a potential possibility of loss in investing securities. The historical data of any securities cannot guarantee its future performance or return. Your gain or loss cannot be assured especially during a market downturn. Securities transactions in a foreign market are speculative and have high risks. In addition, there are special trading risks existing out of normal transaction times, including low-flow risk, high-volatility risk, price-changing risk, market failing to be connected, and the news announcement and larger spread that have an effect on the price. You should get full knowledge and understanding of the relevant risks of securities transactions, and have capability of taking such risks. Before opening an account, you should make an objective judgment and discretionary decision on the investment object and investment amount to be traded from the standpoint of a rational man based on your economic strength, source of fund and risk tolerance.

The directors, employees and agents of Admiral and our related parties do not fully ensure the authenticity, sufficiency, timeliness, reliability, completeness and effectiveness of the information relating to securities transaction in any explicit or implied way. All the information, data and materials provided by Admiral are only for reference. You should recognise and accept the fact that the transaction made through Admiral's platform cannot be free from risks. The risks arising from trading should be borne by you. Admiral will not be held responsible for your investment risk and loss.

1.8 Any rights created for Admiral by this Agreement are not obligations. Any failure and/or delay by Admiral in exercising these rights do not constitute any waiver and/or exclusion of those rights.

1.9 This Agreement is governed by the law in force in New South Wales and both you and Admiral submit to the non-exclusive jurisdiction of the courts of New South Wales and courts which may hear appeals from those courts. All terms contained within this Agreement are subject to all applicable laws and regulations including, without limitation, the constitutions, articles, by-laws, rules, regulations, policies, procedures and interpretations (collectively, "Rules") of the exchanges, markets and clearing houses to which orders are routed or Transactions are executed or cleared; and any other applicable Rules of a regulatory, self-regulatory or governmental authority ("Applicable Regulations"). Admiral and its Affiliates shall not be liable to you for any action, inaction, decision or ruling of any exchange, market, clearing house or regulatory authority.

## **2. The Services Provided by Admiral and Dealing Between You and Us**

2.1 This Agreement explains:

- a) how we receive and handle orders and instructions of buying or selling financial products received from you; and

b) how we hold money and financial products on your behalf.

2.2 This Agreement governs each instruction of buying or selling financial products received from you issued or outstanding, each transaction entered into by Admiral on your behalf on or after this Agreement comes into effect, and all money and financial products held by us on your behalf on or after this Agreement comes into effect.

2.3 Dealing with you will be carried out by Admiral on a no advice basis and you agree that, unless otherwise stated in this Agreement, we are under no obligation:

- a) to satisfy ourselves as to the suitability of any financial products or transaction for you;
- b) to monitor or advise you on the status of any financial products;
- c) to monitor or advise you on the status of any financial products held by us on your behalf; or
- d) to cancel any financial products to deal or sell any financial products you have bought and that we hold on your behalf, except where the applicable regulations require.

2.4 Representatives of Admiral and affiliated companies (that is any entity directly or indirectly controlling or controlled by, or under direct or indirect common control with Admiral, collectively referred to as "Affiliates") are not authorised to and will not provide you with any investment, tax, financial, legal, regulatory, trading or any other form of advice. Nothing in the communications and material (including website, emails, price information etc.) provided by Admiral, or by Admiral's Affiliates constitutes a recommendation or solicitation to buy or sell securities or other investments. You may wish to seek independent professional advice in relation to any transaction you propose to enter into under this Agreement. You retain sole and full responsibility for making all trading decisions.

2.5 We may provide information:

- a) in relation to any financial product, instruction to deal or transaction about which you have enquired, particularly regarding procedures and risks attaching to that financial product, instruction to deal or transaction; and
- b) by way of factual information, however, we are under no obligation to disclose such information to you and the information will not constitute financial product advice. If a representative employed by us makes a statement of opinion regarding any financial product, instruction to deal or transaction, you agree that it is not reasonable for you to, nor will you be entitled to, rely on such statement, and that it will not constitute financial product advice.

2.6 If any information given to you pursuant to this Agreement is deemed to be financial product advice, you acknowledge and agree that:

- a) the information constitutes general financial product advice only; and
- b) we do not and did not take into account your personal objectives, financial situation or needs when preparing the information.

### 3. Opening an Account

3.1 You authorise Admiral to open and keep one or multiple accounts in respect of the services we provide to you.

3.2 Client qualifications:

- a) You should be a qualified investor who meet the requirements provided by the laws and regulations relating to transaction hereof:
  - i. Natural person: You are over 18 years old, have full capacity for civil rights and civil conduct, and has enough knowledge and experiences to understand the nature and risks of the product to be traded.
  - ii. Corporate organisation: You are fully qualified as a separate legal person. You warrant that the person opening an account on the company's behalf is the legal representative of the corporate organisation or has the legal and effective authorisation granted by the relevant representative of the company. The person who plans to enter an order has the legal and effective authorisation granted by the legal person and is equipped with sufficient knowledge and experiences to understand the nature and risks of the product to be traded.

### iii. Trust

- i. "You" refers to the trustee. In accordance with the trust documents and Applicable Regulations, the trustee is entitled to sign this Agreement, to open the type of account applied, to make transactions and issue instructions. The authorisation of trust acquired by the trustee includes but is not limited to buying, selling (including short selling), trading, conversion, repaying, redeeming and withdrawing assets (including delivery of securities to/from the account).
- ii. In case of one trustee executing this Agreement, the trustee warrants that he/she has the right to perform this Agreement without the consent of other trustees or that they are authorised to execute this Agreement. If several trustees jointly execute this Agreement, Admiral may decide to require the written consents of any or all the trustees before following the instructions of any trustee at our discretion.
- iii. The trustee confirms that Admiral may follow any trustee's instructions to deliver funds, securities or any other assets to any trustee, including delivery of the assets to the trustee itself. The trustee ensures all the transactions' made in its account abiding by the trust documents and Applicable Regulations. All trustees jointly undertake that Admiral will be exempted from any claim, loss, expenses or liabilities arising from any transaction made and acts taken by Admiral according to the trustees' instructions.

b) During the periods of registration of, opening an account on and use of our service, you should provide your true materials and information and warrants that all the materials and information you submit during said periods (including but not limited to email address, telephone, address, postal code, ID information and credit information) are true, accurate, complete and up-to-date. Where your abovementioned information is changed, you should timely notify Admiral thereof in writing. You authorise Admiral to carry out any investigation to verify the above-said information.

c) If these conditions are not met, you should immediately stop using the services provided by Admiral.

## 4. Joint Account

4.1 Each joint account holder agrees that each joint holder has authority, without notice to the other, to (pursuant to Admiral's consent):

- a) buy/sell securities;
- b) receive account confirmations and correspondence;
- c) receive and dispose of money, securities or other assets;
- d) enter, terminate, or agree to modify this Agreement;
- e) waive any part of this Agreement; and
- f) deal with Admiral as if each joint holder was the sole holder.

4.2 Each joint account holder agrees that notice to any joint holder constitutes notice to all joint holders. Each joint account holder is jointly and severally liable to Admiral for all account matters. Admiral may follow instructions of any joint holder and make delivery of any account property to any joint account holder individually.

4.3 Upon death of any joint holder, the surviving holder shall give Admiral notice. Admiral may, before or after notice, initiate proceedings, require documents, retain assets and/or restrict transactions as we deem advisable to protect ourselves against any liability or loss. The estate of any deceased joint account holder shall be liable and each survivor will be liable, jointly and severally, to Admiral for any debt or loss in the account or upon liquidation of the account. Unless any joint account holder indicates otherwise, Admiral may presume that account holders are joint tenants with a right of survivorship. Should a joint holder pass away, the account shall be vested in the surviving holders, without releasing the deceased joint holder's estate from liability.

## 5. Order and Confirmation

5.1 You acknowledge that Admiral has no obligation to verify orders made under your username/password. Unless Admiral is notified and consents, you will not allow anyone to access or place orders on your account. You are responsible for the confidentiality and use of your username/password and you agree to report any theft/loss of such username/password, or any unauthorised access to your account to Admiral's customer service department at

[info@admiralmarkets.com.au](mailto:info@admiralmarkets.com.au). You remain responsible for all transactions entered using your username/password. You acknowledge and agree that any communication transmitted by you or on your behalf is made at your risk and you authorise Admiral to rely and act on, and treat as fully authorised and binding on you, any communication that we reasonably believe to have been transmitted by you or on your behalf by any agent who we reasonably believe to have been duly authorised by you.

5.2 An order or instruction of buying or selling financial products must be made by you:

- a) via our trading platform;
- b) or in other manner as we may specify from time to time; or
- c) orally by telephone (to be used in **emergency** cases only, with no guarantee of availability).

If your usual mode of communicating with us is unavailable for any reason, you should attempt the use one of the other modes of acceptable communication specified above. Admiral will not accept any written instructions to buy/sell securities via email or through a written instruction unless this method of submitting trade orders was agreed in advance between the Client and Admiral in response to any special circumstances. This agreement must be evidenced in writing. Admiral will generally not accept an order or instruction received other than in accordance with clause 5, but if Admiral choose to do so we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in us acting on such offer, or failing to act upon such offer.

You agree that Admiral may record any communications, electronic, by telephone, in person or otherwise, that Admiral has with you in relation to this Agreement and that any recordings that we keep will be our sole property and you accept that they will constitute evidence of the communications between you and us.

5.3 Client's Order and Transmission of Order: Admiral has the discretion to select brokers through which to route any Client order. To the extent that Admiral or any of its Affiliates provide execution services for Client, Admiral is responsible for best execution of orders in accordance with Applicable Regulations. For some sufficiently liquid products traded at multiple markets, Admiral or its Affiliates may order-by-order routing whereby the order is passed to a third party broker that will attempt to seek the best available terms for a Client's order using a proprietary, computerised routing algorithm ("Smart Routing"). Admiral cannot guarantee execution of every order at the best posted price because of the following reasons (including but not limited to):

- a) Admiral may not have access to every market/dealer;
- b) other orders may be placed earlier or may trade ahead;
- c) market centres, exchanges, third party brokers and/or market makers may not honour posted prices or may re-route orders for manual handling; or
- d) market Rules, decisions or system failures may prevent/delay execution of Client's orders or cause orders not to receive the best price.

5.4 Cancellation/Modification of Order: You acknowledge that it may not be possible to cancel/modify an order and that you are responsible for executions notwithstanding a cancel/modify request. Admiral shall not be liable to Client if Admiral is unable to cancel or modify an order. Client further acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, and Client shall be responsible for all such executions.

5.5 Execution of Order: If Admiral decides to exercise its discretion to execute your order, Admiral will execute your order as an agent, and may engage the agent of another broker or subsidiary to execute your order instead, in which case the engaged broker or subsidiary enjoys the same rights as Admiral. Admiral may decide to reject any of your order(s) or to terminate your use of Admiral's service at any time at our discretion, but will endeavour to exercise this discretion reasonably. All the transactions should abide by the rules and policies of the related market or clearinghouses and applicable laws and regulations. As per clause 1.9, **Admiral IS NOT LIABLE FOR ANY ACTION OR DECISION OF ANY EXCHANGE, MARKET, DEALER, CLEARINGHOUSE OR REGULATOR.**

You acknowledge and agree that Admiral may refuse to accept an Order and we may place a limit on any Order or place any restrictions/conditions on the acceptance of any Order in our absolute discretion and without giving any reason or any prior notice. We may at any time use, add and change filters within a trading system which prevent delivery of Orders or execution of Orders without giving

any reason or any prior notice. We will notify you of any refusal or limitation as soon as reasonably practicable, unless we are prevented by law or a direction from a regulatory authority from notifying you or we decide it is in accordance with our compliance policies and procedures not to notify you at that time or at all.

**5.6 Confirmation:** You acknowledge that confirmations of executions or cancellations may be delayed or may be erroneous (e.g. due to computer system issues) or may be cancelled/adjusted by an exchange. You are bound by the actual order execution, if consistent with your order. If Admiral confirms execution or cancellation in error and you delay reporting such error, Admiral reserves the right to remove the transaction from the account or require you to accept the transaction, in Admiral's discretion. You agree to notify Admiral immediately by telephone or email if:

- a) you fail to receive an accurate confirmation of an execution or cancellation;
- b) you receive a confirmation that is different to your order;
- c) you receive a confirmation for an order that you did not place; or
- d) you receive an account statement, confirmation, or other information reflecting inaccurate orders, transactions, balances, positions, margin status (if any), or transaction history.

You acknowledge that Admiral may adjust your account to correct any error. You agree to promptly return to Admiral any assets erroneously distributed to you.

You agree to monitor each open order, and to notify Admiral by telephone at the telephone number(s) specified on the Admiral's website or by e-mail to the Admiral Customer Service Department at [info@admiralmarkets.com.au](mailto:info@admiralmarkets.com.au) as soon as reasonably possible after you have become aware, or should have become aware, that:

- (a) You have failed to receive an accurate confirmation of an execution or cancellation;
- (b) You have received a confirmation that is not consistent with your order;
- (c) You have received confirmation of execution or cancellation of an order that you did not place; or
- (d) You have received a confirmation, account statement, or other information reflecting inaccurate orders, trades, account balances, securities, funds, margin status (if any) or transaction history.

Admiral reserves the right to remove any erroneous trade from your account. You understand and agree that Admiral may adjust your account to correct any error. You agree to promptly return to Admiral any assets distributed to you to which you were not entitled. In the event any dispute or discrepancy related to orders and/or order confirmation are brought to Admiral's attention, Admiral reserves the right to take any action it deems reasonable to close and/or suspend the position(s)/trade(s) that are the subject of the dispute.

**5.7 Prohibition on Going Short:** You may only sell securities held in your account whether settled or unsettled at the time of sale. If you have entered into an order to sell a security that you do not own at the time of the sale and that is not held in your account whether settled or unsettled at the time of sale, you authorise Admiral to either cancel the order if it has not already been executed, or, if the order has been executed, buy the equivalent security in the equivalent quantity on your behalf at your expense, without notice to you, and you agree that you shall be liable for any associated fines or charges incurred by us or you.

**5.8 US Shares:** Admiral may, but has no obligation to, ask you to sign the relevant US tax form before we accept an order or instruction from you to buy or sell a financial product in relation to securities listed on the Exchanges in the US. If you have not previously provided us with a valid US tax form and you already hold US shares, we will ask you to complete the relevant US tax form. If you do not return the signed and completed US tax form before the date we specify (usually 30 days), we reserve the right to sell your US shares. You have an ongoing obligation to inform us if your tax status changes.

**5.9 Situations not Covered by This Agreement:** In the event that a situation arises that is not covered under this Agreement, Admiral will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with common market practice. Admiral reserves the right to take such actions as necessary.

**5.10 Regulatory Reporting:** Admiral may be obliged under Applicable Regulations to make public certain information regarding our transactions with you. You acknowledge and agree that we are entitled to disclose such information and that such information held by us shall be our sole and exclusive property. You agree to provide us with all information that we may reasonably request for



the purpose of complying with our obligations under Applicable Regulations and that you consent for us to provide to any third party such information about you and your relationship with us pursuant to this Agreement (including but not limited to your transactions, money or assets on your account) as we consider, acting reasonably, appropriate or as required to comply with any applicable regulation or Term of this Agreement.

## **6. Knowledge of Securities, Warrants and Options, Corporate Actions**

6.1 Admiral shall not be obliged to, but we may arrange for you to receive the report, accounts and other information issued by a company. We are not obliged to, but we may notify you of or arrange attendance at any annual general meetings or extraordinary general meetings applicable to your financial products.

6.2 You confirm that you are responsible for familiarising yourself with about the terms on any securities in your account, including upcoming corporate actions (e.g. tender offers, reorganizations, stock splits, etc.). Admiral has no obligation to notify you of any deadlines, required actions or dates of meetings, nor is Admiral obligated to take any action without specific written instructions sent by you to Admiral's Customer Service Department at [info@admiralmarkets.com.au](mailto:info@admiralmarkets.com.au) at least 14 days prior to the announced cut-off time for receipt of instructions. The consequences of Client's failure to timely provide such instructions are entirely the Client's own responsibility and may give Admiral rights to act on behalf of the client in its sole discretion. The processing of such special instructions may be subject to additional fees that shall be charged separately on Client's account prior to processing of instruction.

Client consents that where proceeds of an announced corporate action cannot be credited to or reflected in Client's account, Admiral will make a cash balance adjustment in Clients account to replicate the material effect of such corporate action (typical examples include, but not limited to, scrip dividends in new stocks that are not supported by Admiral's trading platform, payments in lieu of fractional shares after the stock splits)

## **7. Settlement**

7.1 Admiral is not responsible for any delay in the settlement of a transaction resulting from circumstances beyond our control, or the failure of any other person or party (including you) to perform all necessary steps to enable completion on the settlement date. Our obligation is only to pass on to you, or to credit to your account, such deliverable documents or sale proceeds (as the case may be) as we actually receive. If you are dealing in financial products that are not settled through a central securities depository system, settlement delays are likely to occur.

7.2 Admiral may refuse to allow a withdrawal on any account that you have with us if it would leave insufficient funds in the account to pay for any unsettled transactions. Where you make payment into your account and then make a withdrawal shortly afterwards, we reserve the right to delay settlement for up to ten business days to ensure your payment has cleared.

## **8. Records, Reports and Communications**

8.1 Admiral keeps records of the financial products held by us in a way that enables us to readily identify the financial products which are held by you. The records include information about the transactions in financial products. Admiral will apply reasonable verification procedures for the appropriately frequent reconciliation of the financial products held by Admiral as custodian. Admiral will make available to you reports on the activity of your account on a daily and monthly basis, detailing information such as ticker name, position size, purchase price, accrued profit and loss for the statement period.

8.2 Admiral may provide such other information as may be reasonably requested by you in relation to any financial products Admiral holds for you as custodian, including to acknowledge the manner in which Admiral holds financial products for you.

8.3 You consent to receive any reports or confirmations that Admiral may make available by electronic means via the Admiral's system or platform, and acknowledge that your access to and use of such reports are subject to this Agreement. You agree that any failure on your part to receive and read the notice does not obviate the effect of its subject matter.

8.4 You acknowledge and agree that the reports made available by Admiral may not be sufficient for you to discharge any obligations you have under law, whether statutory or otherwise, and that you should seek independent verification of the sufficiency of the reports for any purpose.

8.5 Admiral provides electronic confirmations, reports, account statements, tax information, its Financial Service Guide (FSG), and other disclosure documents, relevant policies and Agreements, and other customer records and communications (collectively, "Records, Reports and Communications") in electronic form to the maximum extent permitted by applicable law.

8.6 Electronic Records, Reports and Communications may be sent to your trading platform, to your email address or to your account page.

8.7 By entering into this Agreement, you consent to the receipt of electronic Records, Reports and Communications, including as applicable, where these Records, Reports and Communications are published on Admiral's website, and acknowledge that this Agreement is proper notification that these Records, Reports and Communications are available in electronic form on Admiral's website for the purpose of ASIC Corporations (Facilitating Electronic Delivery of Financial Services Disclosure) Instrument 2015/647. Such consent will apply on an ongoing basis and for every tax year unless withdrawn by you. You may withdraw such consent at any time by providing electronic written notice to Admiral through Admiral's website. If you withdraw such consent, Admiral may provide required Records, Reports and Communications in paper upon receiving a request from you. However, Admiral reserves the right to require you to close your account if you withdraw consent to receiving electronic delivery of Records, Reports and Communications.

## **9. Client Money and Account**

9.1 Admiral must deal with any money which you pay or give to us, or which is otherwise received by Admiral in connection with financial services provided by Admiral, in accordance with the Corporations Act 2001 and Applicable Regulations. Any deposited funds will be handled in accordance with s981A of the Corporations Act 2001 (Cth). You acknowledge that your monies and the monies of other clients of Admiral may be combined and deposited by Admiral in a client's segregated account or a trust account. You also acknowledge that all monies credited to the client's segregated account maintained by Admiral may be used by Admiral to meet the default of any other clients of Admiral.

9.2 You authorise Admiral to withdraw any or all monies to which you are otherwise entitled in any clients' segregated account or trust account maintained by Admiral to meet any liability, obligation or other loss which you owe to Admiral.

9.3 You agree that Admiral is entitled to all interest earned on monies credited to a clients' segregated account or trust account unless you and Admiral have otherwise agreed in writing.

9.4 If you instruct Admiral to pay an amount to you, Admiral will pay such amount to which you are entitled under this Agreement directly to you and not to any third party, unless you have otherwise instructed Admiral to do so and Admiral has agreed. You must provide the relevant account details for payment instructions in respect of payments to be made by Admiral to you. Whilst Admiral will take reasonable steps to comply with your payment instructions, Admiral accepts no responsibility for any failure to comply with those instructions and, if such failure occurs, the relevant monies will continue to be held by Admiral in accordance with the Corporations Act and applicable laws.

9.5 All currency exchange risks regarding any payment instruction will be solely your liability. Any conversion from one currency to another required to be made for performing any payment instruction may be effected by Admiral in the manner and at the time and at the exchange rates that Admiral in our absolute discretion decides.

9.6 You acknowledge that monies paid by you or Admiral to an international financial market participant or other service provider outside Australia, or received by such a person outside Australia in connection with services provided to you or Admiral, will not be subject to the Australian laws and rules governing client money, but instead will be subject to the applicable laws of the relevant jurisdiction.

## **10. Custody**

10.1 You appoint Admiral as custodian in respect of any financial products held by Admiral on your behalf, excluding where the holding of any financial product does not constitute the provision of a custodial and depository service under Section 766E of the Corporations Act 2001.

10.2 You acknowledge and agree that Admiral as custodian is authorised to hold financial products with any person appointed by Admiral as sub-custodian, who may in turn appoint a sub-sub-custodian. Admiral may provide you with written notice of and contact information of any other person to be engaged by Admiral to hold your financial products as soon as reasonably practicable and in any event, before the financial products are held. However, this disclosure is discretionary on Admiral's



part, and there may be circumstances where prior notice will not be provided.

#### 10.3 When Admiral acts as your custodian, Admiral will:

- a) have the discretion to act on legal and valid instructions in relation to the purchase and sale of financial products held for you in accordance with this Agreement;
- b) have the discretion to act on legal and valid instructions in relation to the transfer of financial products held for you in accordance with this Agreement, subject to Admiral's right to refuse securities transfers at Admiral's sole discretion and for any reason, as well as minimum transaction value requirements and transfer fee charge(s) as set forth by Admiral for each particular transaction and/or outlined on Admiral's website;
- c) provide reports as per clauses 5 and 8;
- d) exercise reasonable care in engaging and monitoring the performance of any sub-custodian it appoints;
- e) exercise the care, skill and diligence in the provision of the above services as custodian that a reasonable person would exercise, having regard to the relevant financial product, financial market, jurisdiction and the applicable laws.
- f) accept liability under this Agreement for loss suffered by you resulting from a failure by Admiral or any sub-custodian to comply with any duties it has under this Agreement relating to the holding of financial products or to observe reasonable standards of care generally applicable to providers of custodial or depository services in the relevant jurisdiction. However, Admiral is not liable to you for any:
  - i. loss arising from the acts or omissions of any securities system; or
  - ii. loss arising from or attributable to the insolvency of any sub-custodian where Admiral has not failed to take reasonable care in engaging and monitoring compliance by that sub-custodian. Notwithstanding any other provision of this Agreement, in the absence of a failure by Admiral to take reasonable care in engaging and monitoring compliance by a sub-custodian, Admiral will only be obliged to return financial products held on your behalf with a sub-custodian who is insolvent if and to the extent that those financial products are recovered from that sub-custodian.

#### 10.4 You acknowledge that:

- a) Admiral will generally maintain an omnibus account for holding of financial products for our clients including you unless otherwise specifically required by the applicable laws;
- b) Admiral will generally maintain an omnibus account with any sub-custodian appointed by Admiral and will not maintain a separate account for you; and
- c) When Admiral appoints a sub-custodian, that custodian holds financial products for Admiral and not for you.

10.5 Where Admiral acts as your custodian, Admiral will not hold a financial product on trust for you where you have instructed Admiral to deal or arrange for a dealing in the financial product as agent in a place outside of this jurisdiction where either

- a) trust is not known; or
- b) it is not reasonable for the financial product to be held on trust in accordance with the law of that place and Admiral has determined that the financial product is held in a manner which, having regard to the laws in place in that jurisdiction, provides reasonably effective protection for such financial product in the case of the insolvency of the relevant sub-custodian or international financial market participant. In these situations, the financial product will be held in accordance with the law of that jurisdiction.

10.6 Admiral will use reasonable endeavours to deal with all rights in respect of financial products (including, for example, voting rights) in accordance with your instructions provided that such instructions are received in such manner and at or before such times as notified to you. Admiral will not exercise any voting rights attached to financial products except in respect of instructions received from you. In the absence of receiving instructions from you, Admiral may take or forbear from taking any other action in relation to financial products which Admiral considers appropriate.

10.7 You must pay on demand any call, subscription amount or other amount payable in respect of any financial products held by Admiral as custodian for you. If you fail to make such a payment,

Admiral may make the payment ourselves and you must on demand indemnify Admiral against such payment and acknowledge that Admiral may deduct such amount from any money held in your account.

10.8 You should note that your purchased securities may be held in an omnibus segregated account opened with a third-party broker/custodian. The terms of the omnibus account allow for the co-mingling of assets between clients of Admiral. The omnibus account allows for netting and allows the third-party broker and in some cases relevant exchanges liens and security interest over assets held in the omnibus account. Risks associated with omnibus accounts include third party broker and/or custodian insolvency, the risk that held securities may be liquidated at prices not favourable to you or that your rights may not be recognised or enforceable under the laws of the relevant jurisdiction(s).

## **11. Security Interest**

11.1 Admiral acknowledges that it is prohibited from taking or granting a charge, mortgage, lien or other encumbrance over, or in relation to, the financial products which we hold on your behalf, unless it is for expenses and outlays made in accordance with this Agreement (other than its unpaid fees) or in accordance with your instructions in this Agreement.

11.2 Subject to clause 11.1, you hereby instruct and agree that all assets of any kind held by or on behalf of Admiral for you (including without limitation any financial products held by Admiral as custodian under clause 10) are hereby pledged to Admiral and are subject to a perfected first priority lien and security interest in Admiral's favour to secure performance of obligations and liabilities to Admiral arising under this Agreement or any other document. If you fail to fulfil your payment obligations under this Agreement, Admiral may combine or consolidate any of your accounts with Admiral, convert to money, or under Admiral's control, a requisite portion of your property sufficient to satisfy the outstanding obligations under this Agreement and apply to proceeds or any property over which Admiral or an affiliate holds or controls in or towards payment of your liabilities to Admiral. There rights are in addition to any rights Admiral may have at law or equity. You acknowledge that this clause 11 may create a security interest in Admiral's favour.

## **12. Default Events and Suspicious Acts**

12.1. A "Default" event occurs automatically, without notice upon:

- a) your breach/repudiation of any Agreement with Admiral;
- b) your failure to provide assurance satisfactory to Admiral of performance of an obligation, after request from Admiral in Admiral's sole discretion;
- c) your account having zero equity or being in deficit;
- d) executing an order for which you had insufficient funds;
- e) proceedings by/against client under any bankruptcy, insolvency, or similar law;
- f) assignment for the benefit of your creditors;
- g) appointment of a receiver, trustee, liquidator or similar officer for you or your property;
- h) the making of misleading/deceptive statements by you, or statements that later become misleading/deceptive;
- i) your legal incapacity;
- j) proceeding to suspend your business or license by any regulator or organization; or
- k) Admiral having reason to believe that any of the foregoing is likely to occur imminently.

12.2 You unconditionally agree that, upon a Default, Admiral may terminate any or all of Admiral's obligations to you and Admiral shall have the discretion to, without prior notice, liquidate all or any part of your positions in any account at Admiral, individual, joint, company or trust, at any time and any manner and through any market or dealer. You agree to not hold Admiral liable for all actions, omissions, costs, fees (including, but not limited to, attorney's fees), or liabilities associated with any of your Default or any transaction undertaken by Admiral upon Default.

12.3 If Admiral in our sole discretion believes that any of your accounts has been involved in any fraud or crime or violation of laws or Applicable Regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), Admiral may suspend or freeze the account or any privileges of the account, may freeze or liquidate funds or assets, or may

utilize any of the remedies in this Agreement for a "Default".

### **13. Commission and Fees**

13.1 When you give Admiral an instruction of buying or selling financial products and a transaction is entered into by Admiral on your behalf regardless of partial or full, you must pay to Admiral:

- a) commission or brokerage at rates Admiral may notify you from time to time;
- b) any fees, taxes, stamp duty or other charges from time to time be levied on or in connection with any transactions entered into on your behalf; and
- c) interest or any unpaid amounts due under this Agreement, accrued from the due date until the date the amount(s) are repaid in full.

13.2 Admiral may charge you for the provision by us to you of market data or any other account feature or such other fees as we reasonably advise you from time to time via email or by posting on Admiral's website. You authorise Admiral to deduct commission and fees or other amounts (including interest) payable by you directly from your account.

13.3 If you have been referred to Admiral or on behalf of an agent or other third party, that agent or third party may receive benefits in the form of a commission or rebate from Admiral.

13.4 Admiral reserves the right to, at any time, change or impose fees in connection with the services that we provide to you. Admiral will provide reasonable notice to you of such imposition or change prior to its occurrence.

13.5 Unless otherwise agreed, all amounts payable by you under this Agreement are inclusive of GST.

13.6 Commissions and fees are as specified on the Admiral website and/or FSG unless otherwise agreed in writing by an officer of Admiral. You acknowledge that Admiral deducts commissions/fees from your accounts, which will reduce account equity. Positions will be liquidated if commissions or other charges cause an account deficiency. Changes to commissions/fees are effective immediately upon either of:

- a) posting on the Admiral website or email; or
- b) other written notice to you.

Your funds will not be disbursed until after transactions are settled. Terms and conditions for deposit and withdrawal of funds (including holding periods) are as specified on the Admiral website.

13.7 Negative Account Balance: If a cash account incurs a deficit, interest rates will apply until the balance is repaid. You agree to pay reasonable costs of collection for any of your unpaid deficit, including attorneys' and collection agent fees.

### **14. Quotes, Market Information, Research and Internet Links**

Quotes, news, research and information accessible through Admiral (including through links to outside websites) ("Information") may be prepared by third party providers. The Information is the property of Admiral, the providers or their licensors and is protected by law. You agree not to reproduce, distribute, sell or commercially exploit the Information in any manner without written consent of Admiral and the providers. Admiral reserves the right to terminate access to the Information. None of the Information constitutes a recommendation or a solicitation to buy or sell. Neither Admiral nor the providers guarantee accuracy, timeliness, or completeness of the Information, and you should consult an independent advisor before making investment decisions. RELIANCE ON QUOTES, DATA OR OTHER INFORMATION IS AT YOUR OWN RISK. IN NO EVENT WILL ADMIRAL OR THE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING FROM USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE, OR WARRANTY OF NON-INFRINGEMENT.

Past performance of any asset does not guarantee future performance.

### **15. License for Using Admiral's Software**

Admiral grants you a non-exclusive, non-transferable license to use Admiral's Software solely as

provided herein. Title to Admiral's Software and updates shall remain the sole property of Admiral, including all patents, copyrights and trademarks. You shall not sell, exchange, or transfer the Admiral Software to others. You shall not copy, modify, translate, decompile, reverse engineer, disassemble or reduce to a human readable form, or adapt, the Admiral's Software or use it to create a derivative work, unless authorised in writing by an officer of Admiral. Admiral is entitled to immediate injunctive relief for threatened breaches of these undertakings. This clause survives the termination of this Agreement.

## 16. Disclaimer and Liquidated Damages

16.1 You agree to indemnify and hold Admiral harmless for all actions, omissions, claims, costs, expenses, fees (including, but not limited to, legal fees), penalties, losses, damages, taxes, imposts, levies and other liabilities which Admiral may incur or be subjected to in connection with:

- a) any of your accounts or any Transaction or any matching transaction on an exchange or market, or with the Broker or an intermediate broker or agent;
- b) the exercise of any right or remedy under these Terms of Securities Trading;
- c) meeting any obligation of Admiral which Admiral fails to perform by reason of an Event of Default;
- d) Failure of commission or commission fault caused by your improper use of the Platform;
- e) Interruption, pause, delay or data fault of trading instructions which might occur due to malfunction, break-off, delay or other factors of Internet data transmission;
- f) Loss arising from your account and password, personal information, or trading information are being inappropriately disclosed due to your own conduct;
- g) Your use of the service provided by Admiral causing loss to you and/or a third part;
- h) Any force majeure event, including declarations of war, acts of terrorism, environmental disasters, unexpected changes in the legal/regulatory sphere etc. outside the control of Admiral;

16.2 You also agree to and acknowledge the following:

- a) Upon registering and opening an account at Admiral, you warrant that you are obeying the relevant laws and Applicable Regulations and Rules for using Admiral's platform. You must not misuse Admiral's trading platform and provided services by distributing illicit or harmful information or engaging in harmful conduct, including but not limited to the dissemination false advertisements, violent imagery, insulting or slandering comments, violating the privacy of individuals and any other information against the laws and regulations. You must not engage in activities which infringe a third party's intellectual property right or any other legal rights and interests. Admiral is not liable for any losses or damages arising from such conduct.
- b) Admiral is not liable for any punitive, indirect, occasional, special or associated loss or damage, including but not limited to indirect personal damage, loss of business profit, interruption in trade, loss of business information or loss of any other reliance interests.
- c) Since investment in securities or other financial products has risks of loss, Admiral will not be responsible for the profit and loss and risk related to your investment.
- d) Admiral and our associated companies cannot guarantee the absolute reliability and accuracy of such information they provide as market quotation, diagram and comment, or the loss arising from the inaccuracy or missing of any contents of the market or from your subjective factors.
- e) The internet contains an inherent level of risk, and in spite of Admiral's best efforts it is possible that some malicious hack or malfunction of the web server may delay the release of or affect the veracity of market information and other securities-related information.
- f) Your device setup may be incompatible with Admiral's online transaction system, causing failure of orders or commission. In this case, should report this to Admiral and get technical support. Admiral is not liable for this.
- g) Admiral does not examine or verify the contents provided by our Affiliates and does not guarantee the authenticity thereof, which should be judged by you and for which Admiral is not responsible.

## 16.3 Liquidated Damages

- a) You confirm that there may be postponement or interruption during your use of Admiral's system,

including those arising from Admiral's intentional safeguarding of Admiral's system. Under no circumstance, by taking whatever action and no matter whatever loss suffered by you may Admiral's obligation exceed the total amount of the maximum monthly commission paid by you to Admiral within six (6) months before occurrence of any accident.

## **17. Privacy and Confidentiality**

17.1 You acknowledge that by opening an account with us and providing us with order instructions of buying or selling financial products, you will be providing us with personal information within the meaning of the Privacy Act 1988. You consent to us processing all such information for the purposes of performing the contract and administering the relationship between you and us. You acknowledge and agree that this may result in your personal information being sent outside Australia. You consent to our processing and disclosing such information in accordance with this Agreement and our Privacy Policy as published on our website, as may be updated from time to time. In the event that you disclose your Tax File Number (TFN) to us, we will comply with the Applicable Regulations in the handling, storage and treatment of that TFN.

17.2 Confidential information includes but not limited to information about your business including any operations, processes, products and technology, affairs, trading, transactions, customers, suppliers, but excludes information which:

- a) is or becomes public knowledge other than as a result of any breach of this Agreement or Admiral's Privacy Policy;
- b) is lawfully within our possession before receiving such information from you;
- c) is received by us or you without any obligation of confidentiality.

Admiral and you undertake to not

- a) disclose to any person any confidential information except as permitted by this Agreement or by law;
- b) use any confidential information for any purpose other than to exercise any rights and perform any obligations under or in connection with this Agreement.

This clause and its operation survive the termination of this Agreement.

## **18. Client Maintain Alternative Trading Arrangements**

Computer-based systems such as those used by Admiral are inherently vulnerable to disruption, delay or failure. YOU AGREE TO TAKE REASONABLE STEPS TO MAINTAIN ALTERNATIVE TRADING ARRANGEMENTS IN ADDITION TO YOUR ADMIRAL ACCOUNT FOR EXECUTION OF YOUR ORDERS IN THE EVENT THAT THE ADMIRAL SYSTEM IS UNAVAILABLE.

## **19. Disclosure Statement**

Admiral hereby makes the following disclosures to you:

19.1 Securities purchased by you may be held on your behalf in a segregated account in the name of the Client with Admiral. However, your rights to the Securities will be limited by this Agreement. These securities may be registered in the name of either an intermediary broker or third-party custodian and may be held in the possession of such third-parties at an authorized securities depository for the benefit of clients of the third-party broker or custodian.

19.2 You will be the beneficial owner of your funds in your account, and shall ensure that the source and use of the funds is legitimate, and that the procedures for the deposit and currency exchange are consistent with the relevant laws and Applicable Regulations of your jurisdiction. Any dispute arising from the ownership and legality of your funds or any associated liability will be solely your responsibility. If any loss is caused to Admiral as a result, Admiral shall be fully indemnified by you.

## **20. Limitation of Liability and Indemnity**

20.1 Subject to provisions of the Competition and Consumer Act 2010, the Australian Securities and Investments Commission Act 2001, the Corporations Act 2001 and any other rights implied by law which cannot be excluded by Agreement between Admiral and you:



a) Admiral makes no warranties either expressly or impliedly as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, availability, completeness or quality), with respect to any services Admiral provides under this Agreement, including, without limitation Admiral's trading platform;

b) Admiral excludes all liability in contract or otherwise relating to or resulting from use of any service Admiral provides in any capacity in which it may provide such service under this Agreement and for any loss incurred by you directly or indirectly without limitation as a result of or arising out of:

- i. any inaccuracy, error or delay in or omission from any information provided to you under this Agreement;
- ii. any delays or failures or inaccuracies, or loss of access to , the provision of a service to you including, without limitation, any delay, failure or inaccuracy in, or the loss of access to, the trading platform or in respect of the transmission of orders, instructions or any other information;
- iii. any misinterpretation of your order or instructions which are unclear, ambiguous, or not specific; or
- iv. a service disruption event.

20.2 Admiral is not liable in contract, tort (including negligence) or otherwise for any loss of prospective profits or expenses or special, indirect or consequential damages resulting from the supply of a service and the provision of custodial or depository services.

20.3 To the fullest extent permitted by law, you release, discharge and indemnify and agree to keep Admiral and its directors, officers, employees, associates, agents and representatives as well as our Affiliates indemnified from and against all claims arising out of:

- a) any default, whether by your act or omission under this Agreement or any order, instruction or transaction;
- b) any breach by you of any applicable law;
- c) any representation or warranty made or given by you under this Agreement providing to be untrue or incorrect;
- d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any of your clients, employees, agents or authorised persons, consultants or servants;
- e) any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to Admiral, or any error or inadequacy in the data or information input into such systems or networks by you;
- f) any delays in processing any order or instruction including, for instance, as a result of systems or market delays, or due to verification procedures or unauthorised processes or due to call waiting time or adherence to internal policies and procedures;
- g) anything lawfully done by Admiral in accordance with, pursuant or incidental to this Agreement;
- h) any instruction, request or direction given by you;
- i) by reason of Admiral complying with any direction, request or requirement of applicable law, any financial market, any government body or any regulatory body having jurisdiction over Admiral;
- j) arising from and in connection with or in any way related to Admiral in good faith accepting and acting on instructions received by facsimile transmission, email or by other means which are signed by or purported to be signed by you or any authorised person;
- k) arising out of Admiral's observance of this Agreement, and out of Admiral or a sub-custodian holding any of the financial products in our name; or
- l) payable in connection with the acquisition of any financial product or in relation to any calls or demands for payments (including unpaid capital) in respect of them.

## 21. Amendment and Termination

21.1 Admiral may amend this Agreement from time to time. Any revised terms of this Agreement shall become effective five (5) business days after the date of any email notification issued to you or the date that it is posted on Admiral's website (whichever is earlier). Any continued use of the services after the effective date shall constitute acceptance of any revised terms.

Within this period, the Client may send a written notice of objection via e-mail to [info@admiralmarkets.com.au](mailto:info@admiralmarkets.com.au). Upon doing so, the Client must promptly cease using the services of Admiral, except as necessary to close all Securities trading accounts (or any other accounts where Securities are available for trading).

Prior to use of Admiral's service, you should carefully read this Agreement as you may become Admiral's client after observing all the terms hereof. Once you are using the functions of Admiral's trading platform, you form a relationship with Admiral subject to this Agreement. This Agreement governs all orders and instructions of buying or selling financial products received from you, all transactions entered into by Admiral on your behalf and the custody of financial products bought on your behalf or transferred to us on your behalf. Any amended Agreement will supersede any previous Agreement between you and Admiral on the same subject matter. This clause does not serve to exclude the effect of any of Admiral's other disclosure documents, policies and agreements.

21.2 Without limiting the clause 12 Default Event, Admiral may terminate this Agreement at any time by giving you notice. You may terminate this Agreement at any time by giving Admiral 5 business days' notice. The termination of this Agreement:

- a) does not affect outstanding obligations under this Agreement which remain undischarged at the time of termination;
- b) will not affect any obligation that may already have been incurred by either party in respect of any outstanding orders, instructions or transactions already being held on your behalf or any legal rights or obligations that may already have arisen under this Agreement or any instructions made thereunder; and
- c) will not affect the operation of clauses 8, 9, 12, 13, 15, 16, 17, 20 or 21 as appropriate.

Upon termination you will pay to Admiral any outstanding commission, charges, fees and taxes due.

21.3 Upon termination of this Agreement, subject to clause 13 Commissions and Fees, and without limiting clause 12 Default Event, Admiral:

- a) may do one or more of the following:
  - i. cancel any outstanding orders and instructions;
  - ii. enter into one or more transactions to affect the close out of one or more unsettled transactions or open position;
  - iii. settle any transaction which has not at the time of termination settled;
  - iv. exercise any other rights Admiral has under this Agreement; and
  - v. do, or refrain from doing, anything else which Admiral considers reasonable in the context of this Agreement (or part thereof) having been terminated; and
- b) will if applicable, within a reasonable time and subject to any lien Admiral may exercise, transfer or cause to be transferred those financial products for which it is custodian according to your instructions, provided that Admiral is in good faith able to arrange and is legally allowed to make such transfer.
- c) will charge commission and any other applicable charges, fees and taxes on the sale or transfer of your financial product.

Where financial products are sold, you may suffer a shortfall between the amount you invested and the amount you get back after sale. Admiral is not responsible for any shortfall that arises. Any shortfall will be borne by you. Where financial products cannot be sold, redeemed or transferred, Admiral will certificate the financial products at your cost and distribute these certificates to you. This Agreement will continue until Admiral has transferred, sold, redeemed or otherwise distributed the financial products or paid you the proceeds.

## 22. Miscellaneous

22.1 You agree that this Agreement, and the various disclosure documents and policies issued by Admiral as amended from time to time, contains the complete contract entered into by and between the parties. This Agreement, and the various disclosure documents and policies issued by Admiral as amended from time to time, replaces and supersedes any other explicit and/or implicit Agreement or representation between yourself and Admiral. In the event that there are any circumstances not

covered by this Agreement, Admiral's Account Terms and all other applicable disclosure documents and policies will apply to clients who trade securities. These documents are available from Admiral's website.

22.2 If any term of this Agreement is deemed and/or rendered unenforceable or inoperative, it will be severable to the fullest extent of the law and will need impede the enforceability of the other terms in this Agreement.

22.3 You agree and consent to Admiral recording all phone conversations you have with Admiral and any Affiliates. You acknowledge Admiral's privacy policy and agree upon Admiral's collection/use of your information according to Admiral's rules and Applicable Regulations.

22.4 Without Admiral's prior written consent, you shall not transfer any rights or obligations hereunder. After sending notice to you, Admiral may transfer this Agreement to another broker, trader or futures broker. This Agreement should guarantee Admiral's successor's or assignee's interests. Admiral may terminate this Agreement or terminate providing services to you at any time. You may close your account through Admiral's website by informing Admiral by email, however, only upon clearance of all positions and satisfaction of all other requirements for closing an account as stipulated on Admiral's website.

22.5 You authorise Admiral directly or through a third party to inquire you about the information required as held by Admiral for carrying out business activities with you. The inquiry may include credit report and other credit examination requested when you breach this Agreement or break the obligation hereunder or verification of the information provided by you to the third-party database. Please read the privacy policy on Admiral's website for more details regarding how we store, handle and use your information.

22.6 Admiral may amend this Agreement at any time as per clause 21 of this Agreement. In the event that any terms of this Agreement are rendered being fully or partially ineffective or unenforceable due to whatever reason, the other terms shall remain valid and binding to the extent permitted by law.

22.7 Dispute Resolution: If you have a complaint, you should contact us (details provided below), Admiral will make every effort to resolve the complaint quickly and satisfactorily,

The Compliance Manager

legal\_uk::SecuritiesTradingAgreementASIC.sta-doc-contact-info-name

legal\_uk::SecuritiesTradingAgreementASIC.sta-doc-contact-info-address-1

legal\_uk::SecuritiesTradingAgreementASIC.sta-doc-contact-info-address-2

[legal\\_uk::SecuritiesTradingAgreementASIC.sta-doc-contact-info-email](#)

If we cannot agree on how to fix the issue, or if you decide not to use the internal complaints scheme, you can contact Australian Financial Complaints Authority ("AFCA"). AFCA is an external dispute resolution scheme for settling disputes between Admiral and clients. This service will cost you nothing and will help us resolve any disagreements. You can contact AFCA at:

Australian Financial Complaints Authority Limited

GPO Box 3

Melbourne, VIC 3001

Telephone: +61 1800 931 678

Web: [www.afca.org.au](http://www.afca.org.au)

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

22.8 This Agreement is available in English and other languages. In case of any discrepancies between the English version and versions in other languages, the English version shall prevail.