

Risk Disclosure and Terms and Conditions

Brokerage of CFDs / margin FX Contracts

Atlantic Pacific Securities Pty Ltd (ABN 72 135 187 085) trading as ASR Wealth Advisers ('ASRW' or 'we', 'our', 'us') provides brokerage services in respect of Contracts for Difference ('CFDs') and margin foreign exchange products ('forex') issued by United Standard International Group Pty Ltd ('USG').

Definitions

In addition to terms defined elsewhere in this document:

'Account' means any USG online trading account opened in your name.

'Margin Call' has the meaning set out in the USG Terms of Business.

'Order' means an order or trade that you request ASRW to place on your behalf in relation to CFDs or forex issued by USG, or any other financial or investment product issued by USG from time to time.

'PDS' means Product Disclosure Statement.

'Services' means ASRW's receipt or processing of Orders and/or any other services provided by ASRW in relation to your Account, including financial product advice.

'You' (or 'your') means the user of the Services.

The purpose of this document is to:

1. advise you of only some of the possible risks associated with trading CFDs and forex (see Key Risks below); and
2. set out the Terms and Conditions that apply to your use of the Services (see Terms and Conditions below).

By requesting that we provide you with the Services (using any of the means set out in Clause 6 of the Terms and Conditions below) you agree to be bound by the Terms and Conditions set out in this document.

The Terms and Conditions set out below operate in addition to the terms of any other agreement you have entered into with ASRW and USG, and do not replace any such agreement. Before requesting the Services, please ensure you have reviewed ASRW's Financial Services Guide (FSG), which is available at www.asrw.com.au (or upon request). Please also ensure you have read and understood USG's FSG and PDS and Terms of Business, which govern your relationship with USG.

Key Risks

Prior to applying to trade CFDs and / or forex you must carefully consider whether these products are appropriate for you in light of your own circumstances and financial position. Trading in financial products always involves risk and CFDs and forex trading are considered by many in the markets as carrying elevated levels of risk. As a general rule, you should only ever trade in those financial products when you adequately understand the associated risks.

It should be noted that this document does not set out all of the possible risks involved in trading CFDs or forex and is merely intended to serve as a broad guide as to some of the many possible risks that are involved.

CFD and forex trading involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following:

- Trading in geared or leveraged products such as forex and/or CFDs involves the risk of losing substantially more than your initial investment. Forex and CFD products do not provide investors with any rights to the underlying

assets over which a position is taken. These products are complex and may not be suitable for all investors. You should consider your level of experience with these products, including your understanding of leverage, margins and market volatility, and consider seeking independent advice.

- The geared nature of forex and CFDs also means that forex and CFD trading can carry greater risks than conventional share trading, which is generally not geared. A relatively small market movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you.
- Financial markets may fluctuate rapidly and the prices of financial products, including CFDs and forex, will reflect this. Gapping is a risk that arises as a result of market volatility. Gapping occurs when the prices of financial products suddenly shift. There may not always be an opportunity for you to place an Order, or for any such Order to be executed, between the two price levels. One of the effects of this may be that stop-loss Orders are executed at unfavourable prices
- Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that trading in the underlying market is suspended or restricted.
- The potential for profit or loss from CFDs or forex denominated in a foreign currency will be affected by fluctuations in foreign exchange rates. It is possible to incur a loss if exchange rates change to your detriment, even if the price of the instrument to which the CFD relates remains unchanged.
- You may sustain a total loss of the margin that you deposit to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice. If you fail to do so within the required time, your position may be liquidated at a loss and you will be liable for any resulting deficit. You should read the PDS and Terms of Business for more information about Margin Calls.
- USG does provide a negative balance protection for products trading on its **MT4 platform ONLY**.
- Even if a CFD is not leveraged, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered into the contract.

Terms and Conditions

1. Any financial product advice provided to you by ASRW has been prepared without taking into account your objectives, financial situation or needs. Before acting on the advice, you should consider whether it is appropriate for you, in light of your objectives, financial situation or needs. You should look at the PDS before making a decision. As far as permitted by law, ASRW is not liable or responsible for any investment decisions you make in relation to financial products issued by USG or any other party, or any loss whatsoever resulting from or in relation to those investments.
2. ASRW reserves the right to refuse or delay any Order if your Account, or the funding sources linked to your Account, do not have a sufficient available balance to pay for the Order. ASRW will not be liable for any loss arising out of or in relation to such refusal or delay, including but not limited to any loss of opportunity or chance.
3. USG is a third party partner of ASRW. As far as permitted by law, ASRW and its related bodies corporate accept no liability for any loss whatsoever arising out of or in relation to your use of any products or services issued or provided by USG, or those provided by any other third party.
4. Without limiting the application of Clause 3 of these Terms and Conditions, ASRW makes no representations or warranties regarding the accuracy, functionality or performance of any third party software, systems or other equipment. We do not offer any warranty that your Account will be continuously available or operate free from delay or error.
5. ASRW will deal fairly and in due turn with Orders, as required by any applicable law. In the absence of gross negligence we accept no liability for any loss whatsoever relating to or arising from any delay or error in placing an order on your behalf, including but not limited to any delays or errors that may be caused by or related to any malfunction or interruption of electronic systems or networks.
6. ASRW will be under no obligation to process any Order if we do not receive specific instructions from you or another person

you have authorised in writing to act on your behalf. You may provide us with instructions using email or mobile telephone, and you must notify us in writing of the email address and mobile telephone number you will use to do so. We will deem any instruction received from your nominated email address or mobile telephone number to have been sent by you. You will be liable and responsible for any instruction received from your nominated email address or mobile phone number.

7. All Orders will be processed according to the instructions you provide to us, and you are solely responsible for ensuring these instructions are correct. ASRW will be under no obligation to process an Order unless you provide all the mandatory information required by the USG platform/s (mobile and desktop versions of MT4 and Iress) for the specific product and / or amendment instruction.
8. If you authorise another person to give us instructions on your behalf, you agree that we may assume that such authorisation extends to any and all Orders submitted to us in relation to your Account, and remains in full force and effect unless and until you provide us with subsequent written notice to the contrary. You agree to indemnify and hold us harmless in respect of any loss incurred as a result of processing Orders received from any person you have authorised to give us instructions on your behalf.
9. It is solely your responsibility to respond to and address any Margin Call on your Account. If there is a Margin Call you will be notified by USG. Your ASRW Adviser. may contact you by telephone should a Margin Call occur however, due to market conditions and timing of the Margin Call we cannot guarantee that our attempts to contact you will succeed. In making any attempts to contact you, ASRW will use the telephone number registered for your Account. ASRW is not responsible for any loss whatsoever arising as a result of, or in relation to, any delay in your response to a Margin Call.
10. By using the Services, you nominate ASRW as an 'Authorised User' on your Account, as defined in Clause 6 of the USG Terms of Business.

In doing so, you:

- a. indemnify us against all loss, liabilities and costs incurred directly or indirectly as a result of our being appointed as an Authorised User;
 - b. release us from all claims and liabilities in connection with any act or omission relating to our appointment as an Authorised User;
 - c. agree to be bound by transactions we perform on or in relation to your Account as though you had performed them yourself;
 - d. acknowledge that USG is unable to exercise any discretion in placing Orders on your behalf, and will only act on your specific instructions; and
 - e. agree that ASRW will retain only any liability that cannot be excluded by law.
11. We may cease to provide the Services to you (or any person you have authorised to give us instructions on your behalf), and you may cease to use the Services, at any time. If we cease to provide the Services, we will notify you in writing. However, notice of our cessation to provide the Services, or your decision to stop using them, shall not affect any Order or other transaction previously entered into, nor will it relieve you of any obligations arising out of any Order entered into.
 12. Without affecting the operation of Clause 11 of these Terms and Conditions, ASRW may suspend or cease providing the Services to you (or any person you have authorised to give us instructions on your behalf) at any time without reason or notice if we consider it is necessary to do so, including but not limited to where we suspect your activities or intended activities may breach any law or cause us to breach our legal or regulatory obligations. We are not liable for any loss, damage, costs or expenses whatsoever resulting from or in relation to any suspension or withdrawal of the Services, or the suspension or withdrawal of services offered by any third party.
 13. You acknowledge that the third party service providers providing access to CFDs and margin FX contracts will have terms and conditions that are relevant to the operation of the respective platform / product. Each platform may contain its own



unique risks for operation that you will need to be aware of.

14. Nothing in these Terms and Conditions is intended to limit or exclude any liability ASRW may owe you under any statutory rights that you may have.