



Algorithmic Sector Selection & Execution Technology platform (ASSET)

Terms of Use by Clients of ASR Wealth Advisers

Introduction

ASSET ("**Website**") is an online platform provided by ASR Wealth Advisers and maintained by CGS-CIMB Securities (Singapore) Pte Ltd ("**CGS-CIMB**"). All trades placed via ASSET will be executed by USG Standard International Group Pty Limited ("**USG**"). Any financial product advice offered on the Website is provided by Atlantic Pacific Securities Pty Ltd trading as ASR Wealth Advisers (ABN 72 135 187 085) (ASRW). ASRW is a Corporate Authorised Representative (CAR No 339 207) of Amalgamated Australian Investment Solutions Pty Limited (ABN 61 123 680 106, AFSL 314 614) (AAIS).

The Website is populated with indices of listed securities constructed based on a pre-defined set of rules. Your access to and use of the Website is subject to these terms of use.

Disclaimer

Information presented within ASSET is provided to you for general information only and does not constitute an offer, an invitation to offer, a solicitation or a recommendation, financial and / or investment advice of any nature whatsoever by ASRW, CGS-CIMB or any of our representatives to enter into or conclude any transaction in any jurisdiction. The thematic portfolios are constructed based on passive rules which do not have any regard to your specific investment objectives, financial situation and any of your particular needs. CGS-CIMB may also provide users of the Website with the opportunity to make public their own portfolios via the Website and changes in such portfolios should not be construed as investment advice.

You should do your own research before making any investment related decision. You agree that, you and you alone are responsible for your investment decisions, and any gains or losses that may arise accordingly. You are solely responsible for making your own assessment when accessing the Website and you agree that your access and use thereof shall be at all times at your risk. You acknowledge that the indexes and / or the Website are made available to you on an "as is" and "as available" basis without any representations, warranties, conditions or undertakings of any kind, whether expressed or implied. If the indexes and/or the Website are provided through a third party service provider, no licensed services are attributed to such third party.

You are advised to read ASRW's and USG's general terms and conditions and the accompanying risk disclosure statements. These documents will be made available to you as part of the account opening process however, if you would like access to these documents please contact your ASRW Adviser. No liability is accepted for any loss arising directly or indirectly as a result of your acting on any information on the Website. ASRW and CGS-CIMB reserve the right to amend the Website without prior notice. All information contained on the Website belongs to ASRW and / or CGS-CIMB and may not be copied, distributed or otherwise disseminated in whole or in part without the written consent of ASRW and CGS-CIMB.

Terms of Use

You agree not to:

- (a) modify, disclose, alter, translate or create derivative works of the indexes and/or the Website (or any components thereof);
- (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the indexes and/or the Website (or any components thereof);
- (c) disassemble, decompile or reverse engineer the indexes and/or the Website;



- (d) use the Website to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- (e) use the Website to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions;
- (f) copy, frame or mirror any part or content of the Website;
- (g) access the Website in order to build a competitive product or service, or copy any features or functions of the Website;
- (h) interfere with or disrupt the integrity or performance of the Website;
- (i) attempt to gain unauthorized access to the Website or its related systems or networks;
- (j) disclose to any third party any performance information or analysis relating to the Website;
- (k) remove, alter or obscure any proprietary notices on the Website including copyright notices;
- (l) cause or permit any user or third party to do any of the foregoing;

You also agree that:

- m) the initial minimum portfolio margin for ASSET is \$AUD10,000;
- n) when you select a portfolio via ASSET, depending on your cash position you may receive a full or a partial fill on a portfolio that you select to trade;
- o) a full portfolio will include all the underlying securities in the ASSET portfolio you have selected and matches the weights to the original ASSET portfolio as closely as possible. The minimum order amount for a full portfolio can be high due to large board lots for some securities in different markets.
- p) a partial portfolio may not include all of the underlying securities in the ASSET portfolio you have selected and its weights may differ from those of the full ASSET portfolio. ASSET creates partial portfolios using an optimization engine which allows clients to trade in small sizes.
- q) there are a number of reasons why a client may not receive a full portfolio including insufficient margin (smaller cash balance than required for the specific portfolio to be filled in full) market conditions and / or board lots in specific markets.
- r) ASSET will use an optimization engine to enable the client to trade in smaller sizes and it may not include all of the underlying securities in the selected ASSET portfolio.
- s) the optimization engine will re-calculate a target portfolio by removing securities that the client cannot afford to buy. Once eliminated, the optimization engine ensures that the weighting is applied to the new portfolio for the client.
- t) the performance of a partial portfolio may be different to that of the full portfolio

Personal Data

You agree that for any personal data you will be or have disclosed to ASRW in relation to establishing an account within ASSET, you authorise ASRW to upload your personal data to ASSET (CGS-CIMB and USG (the executing party)) in connection with your access to and use of the Website ("**Purpose**").

You agree for USG to provide a data feed from its system to a Client Record Management system jointly owned by ASRW and Australian Stock Report Pty Limited.



You also agree to notify ASRW and CGS CIMB in writing as soon as reasonably practicable when your personal data needs to be updated / changed for any reason whatsoever.

Miscellaneous

ASRW and CGS-CIMB reserve the right in sole and absolute discretion to vary or amend these terms of use without prior notice or liability to any person.

These terms of use are governed by the laws of New South Wales, Australia. You agree to submit to the jurisdiction of the New South Wales courts.

Client Confirmation

You will be deemed to have accepted the terms of use for ASSET upon placement of your first trade.

We are committed to ensuring that we act in our client's best interests at all times.

If you are not comfortable with any of these terms or you would like further information in relation to the product please contact your ASRW Adviser.

August 2018