



Online Application Declaration and terms of use

About this document

This document contains important information about our terms for opening an account. Before you confirm your online application with us, please read the information on the following pages carefully as you will be bound by the declaration and terms and we will rely on your application. These terms can also be accessed at masonstevens.com.au/onlineterms

Applicant declaration

You acknowledge that you have read the Mason Stevens Global Investment Service Guide (**Guide**) if you are establishing a Self-Directed Portfolio with Mason Stevens (**we, us**), and that you have read the Guide and the relevant Investment Mandate if you are also establishing a Managed Discretionary Account (**MDA**) where Mason Stevens is the MDA Provider.

You acknowledge and agree that:

- a) If applying as a natural person, you are over 18 years of age.
- b) You have read, understood (or, if applicable, your authorised signatory on your behalf has read and understood) and retained a copy of, and agree to be bound by, the terms.
- c) If you have applied as a retail client, you confirm that you have read and understood (or, if applicable, your authorised signatory on your behalf has read and understood) the Financial Services Guide issued by Mason Stevens.
- d) You confirm that all information provided by you to Mason Stevens and your financial adviser (as applicable, and whether in this application form or by other means) is accurate, up-to-date and complete.
- e) If you do not provide Mason Stevens with information as requested, or if there is a delay in your providing such information, then Mason Stevens may not be able to open your account.
- f) Mason Stevens may require further information from you from time to time. You agree to provide such further information as is reasonably required by Mason Stevens promptly after a request.
- g) Mason Stevens may use and disclose your personal information in compliance with its privacy policy.
- h) Mason Stevens may provide information on the status of your investment to your nominated financial adviser or such other persons as is reasonably necessary for your investment.
- i) Mason Stevens is not liable for any loss incurred by you as a result of any action which either delays your account being opened or results in your application being declined.
- j) You understand and acknowledge that dealing in exchange traded securities and derivatives will be governed by the applicable rules of the applicable exchange and the *Corporations Act 2001 (Cth)* as amended, and that investing in leveraged derivative products carries a high level of risk to capital, potential volatility and fluctuations in value which may result in your losing more than your initial investment amount.
- k) You acknowledge that you are aware that this application form does not constitute an offer or invitation in any place outside of Australia where or to any person to whom it would be unlawful to make such an offer or invitation.
- l) You also acknowledge that the distribution of this application form (electronically or otherwise) in any jurisdiction outside of Australia may be restricted by law and persons who come into possession of this application form should seek advice on and observe any such restrictions.
- m) You will comply and will continue to comply with applicable anti-money laundering and counter-terrorism financing laws (AML/CTF Act) and regulations, including but not limited to the law and regulations of Australia in force from time to time.
- n) You are not aware and have no reason to suspect that the monies used to fund your investment have been or will be derived from or related to any money laundering, terrorism financing or similar activities illegal under applicable laws or regulations, or that the proceeds of your investment will be used to finance any illegal activities.
- o) You will provide Mason Stevens with all additional information and assistance it may request in order for it to comply with any AML/CTF Act, the Common Reporting Standard (CRS), US Foreign Account Tax Compliance Act (FATCA), or any other applicable laws.
- p) You are not a politically exposed person or organisation for the purposes of any AML/CTF Act.
- q) The information provided by you in, and in connection with, FATCA and CRS, which forms part of your application to Mason Stevens:

- i. is correct and may be used by Mason Stevens to undertake any action to comply with any applicable regulation, including on behalf of another member of the Mason Stevens Group
 - ii. may be disclosed to any other person, to enable it to be reported and used in compliance with the applicable regulation, and
 - iii. will be updated within 30 days when there are any changes.
- r) If you are applying for an MDA Service:
- i. you acknowledge that you have read and understood (or, if applicable, your authorised signatory on our behalf has read and understood) the MDA Service Terms which are included in the Investment Program selected by you in this application.
 - ii. you confirm that on acceptance of this application you will be bound by the MDA Service Terms in relation to each Investment Program selected by you.
 - iii. you acknowledge that your agreement to the MDA Service Terms authorises Mason Stevens with discretion to implement the Investment Program.
- s) If you have applied as a retail client for a MDA:
- i. you confirm and agree that your MDA Contract for each Investment Program will comprise the MDA Service Terms in the investment mandate for that investment program and those MDA service terms include and incorporate the investment program in the statement of advice to you for the investment program.
 - ii. if you are advised by an external MDA adviser on the Investment Program, you confirm that (even though Mason Stevens receives personal information about you and the MDA Contract includes the investment program in the Statement of Advice provided to you), Mason Stevens:
 - will not separately enquire into or verify your personal financial circumstances, needs or objectives
 - will not assess any (personal or other) information from or about you in relation to any MDA services which is provided to Mason Stevens
 - will not give any personal advice to you on the investment program (including any advice on the MDA Contract, including whether it is appropriate and suitable for your needs), and
 - will not be liable for any personal advice by your external MDA adviser.
 - iii. if you are trustee for a self-managed superannuation fund (SMSF) given personal advice by Mason Stevens about the MDA Contract, the advice is only in relation to investment of SMSF funds through the MDA Service and not otherwise in relation to the SMSF.

Terms of use

1.0 Agreement

1.1 An agreement between you and us is formed when we accept your application in an Application Form, as recorded in our records without express notice of that acceptance given to you (and without requiring any signature or other execution by or on behalf of us or you). You accept that the agreement is made in this manner and that we rely on your acceptance of this. The agreement consists of the Application Form and these Terms plus any other documents annexed to or incorporated by these Terms, all as amended from time to time (agreement).

1.2 For the purpose of resolving any inconsistency between the documents specified in clause 1.1, the order of precedence (with highest priority first) is:

- a) any other documents annexed to or incorporated by these Terms other than the Deed for Custody Trusts;
- b) the Terms;
- c) the Application Form; and
- d) the Deed for Custody Trusts.

1.3 Acceptance of your Application Form is in our sole discretion.

2.0 Services

2.1 By these Terms, you appoint us to provide you with the following services:

- a) an account service, which includes providing one or more accounts (however they are described or named from time to time) for holding in custody Financial Products (including by appointing sub-custodians from time to time) and reporting on them as agreed from time to time;

- b) agency services for you for the purposes of dealing (including arranging to deal) in Financial Products and all related settlement and clearing of them;
- c) custody of your Property in accordance with these Terms;
- d) advisory services in relation to Financial Products and financial services;
- e) dealing, advisory and management services in relation to other products or services which are not Financial Products or financial services;
- f) management of your Property, including with discretionary authority, as agreed from time to time; and
- g) all ancillary or related services in accordance with these Terms, as amended or varied from time to time, collectively referred to in the agreement as Services.

3.0 Our general obligations

3.1 The following general obligations are subject to any specific obligation expressly set out in the Terms and to any statutory obligation which may not be affected by the Terms. We will:

- a) act honestly in providing the Services;
- b) exercise the degree of care and diligence that a reasonable person would exercise if they were in our position in providing the Services to you;
- c) maintain at all times professional indemnity insurance as required by law; and
- d) maintain adequate arrangements to enable us to provide the Services in any contingency for which we should reasonably plan.

3.2 We represent that:

- a) We have adequate arrangements to enable us to provide the Services in any contingency for which we should reasonably plan;
- b) We have the power and authority to enter into the agreement and to perform the obligations imposed on us by the agreement.

4.0 Your general obligations

4.1 You acknowledge and agrees that:

- a) if you make the agreement as a body corporate, we may at any time request a guarantee or an indemnity (or both) from any or all of your

directors to secure your obligations under the agreement;

- b) we are promptly notified in writing of any changes to the information in the Application Form;
- c) we are promptly notified in writing of any changes to your authorised representatives because we will rely on your written notification until you tell us otherwise despite any other information we might receive from other sources;
- d) you provide us with any information we require if we decide we need that information to perform our Services or to comply with law or our internal compliance policies and procedures even if we choose not to tell you, or we are not allowed to tell you, the reason for using the information;
- e) you will keep any login details secure and confidential and to take reasonable steps to prevent access by another person. You will notify Mason Stevens immediately if you become aware of any unauthorised access to your account.
- f) you will comply with any terms that may be applicable to our online account access as amended from time to time and not to copy, tamper with, or damage any code, data, service or software provided in connection with your account. Mason Stevens may suspend or cancel your online access if you fail to abide by these Terms or where Mason Stevens reasonably believe that fraudulent access or transactions may have occurred in relation to your account.

5.0 Instructions relating to your Account

5.1 A reference in these Terms is a reference to the entire account relationship between you and us and also, as the context requires, to each individual account which is separately identified in our records. You may have more than one account provided by us from time to time. Each account is part of the entire Services provided by us and is not legally segregated from any other account even though we record and report on them separately.

5.2 Instructions properly given by you to us is binding on you and may be given to us on the following terms:

- a) you may give instructions to us either directly from you or by an authorised

representative appointed by you and acceptable to us.

- b) we are entitled to assume that you, by giving us instructions, are complying with the agreement and with all of its legal obligations. We are not obliged to review the authorisation or propriety of the instructions of your compliance with law.
- c) instructions properly given by you remain effective until the earlier of:
 - i. being cancelled or superseded by you giving instructions to that effect to us (in time for us to act on them), and
 - ii. being declined by us.
- d) we may decline to act on any instructions, or delay acting on any instructions which we believe are incomplete, ambiguous or unclear, or if we believe to do so is necessary or prudent for compliance reasons, or would be contrary to law, or would conflict with rules, operating procedures or market practices, or for which we require further information or which might reasonably be expected to expose us to personal loss or liability.
- e) we give no assurance that any person with whom we place an order will execute the order, or will not delay it.

5.3 If you or by an authorised representative place instructions for an order (e.g. buy or sell transaction) through an online order pad provided by Mason Stevens, you agree and acknowledge that:

- a) orders are only valid for the same trading day they are placed. A trading day is determined by the market hours of the relevant securities exchange
- b) a "limit order" is an order to buy or sell specified units of a security at a specified price.
- c) a "market order" is an order to buy or sell specified units of a security at the available market bid or offer price
- d) "good for day" orders are only valid for the same trading day that they are placed. A trading day is determined by the market hours of the relevant securities exchange.
- e) "good 'til cancelled" orders stay in effect until they are transacted at the instructed price or until you or your

adviser cancels the order. The maximum timeframe "good 'til cancelled" orders will remain at market is 60 calendar days at which point it will be automatically cancelled

- f) "good 'til date" orders stay in effect until the nominated date or until you or your adviser cancels the order. "Good 'til date" orders cannot be placed more than 60 calendar days ahead
- g) orders for trades placed on international markets between 6pm AEST and 9am AEST may not be executed on-market until the following trading day of the relevant exchange. The settlement date of the FX orders will be on the same trading day where possible, or failing to do so, the orders will settle within the following two business days
- h) orders may be executed at prices that vary substantially from the bid or offer prices quoted at the time the order was placed
- i) market prices for international listed securities, managed funds and fixed income securities are as at the end of the previous trading day, or reflective of the latest available price where provided
- j) Mason Stevens and third party data providers, including relevant exchanges, do not guarantee the accuracy or reliability of the market data or other information they provide and accept no liability for any loss or damage arising from any inaccuracies or omissions
- k) orders cannot be amended online after they have been placed
- l) orders may be cancelled, subject to exchange rules and the rules and requirements of the market participants who have received the order. You understand that a notification will only be received if the order is successfully cancelled. If no notification is received, the order was unable to be cancelled and will be executed
- m) you represent and warrant that your authorised representative is authorised to access and to use the online order pad and that they have agreed to the terms of use both in their own capacity and on your behalf
- n) it is your responsibility (including by your authorised representative acting

- on your behalf) to manage any unfilled portions of any order
- o) Mason Stevens is not liable for any error made (by you or your authorised representative) in the inputting of an order online, any error occurring on a securities exchange or other execution venue, the rejection or cancellation of any order for any reason whatever, the acts or omissions of any third parties or any other error outside the direct control of Mason Stevens.

5.4 You acknowledge and agree that, in respect of any account provided to you:

- a) we will not be responsible for any loss or liability incurred by you in relation to taxation of any investment, payment, dealing or right associated with the account, including any fine, penalty or interest charge
- b) we, another customer of ours or a director, secretary, officer, representative, employee or consultant of ours or of a related body corporate of us may be the counterparty to a transaction executed on your behalf by us in operating the account, or to a transaction in similar Financial Products or their derivatives, at or near the time of the transaction for you, and may take an opposite position or one which is contrary to or different from the transaction for you. We may, on our own account or on behalf of other clients, take opposite positions in respect of Financial Products to those taken by us in operating your account
- c) we may charge you fees and charges, and recover expenses and be indemnified for amounts, at rates different from those charged to other clients.

5.5 A reference in these Terms is a reference to an account provided by us for which we have your authority to manage at our discretion, subject to any limits or requirements agreed by you and us.

5.6 You acknowledge and agree that, in respect of any Managed Account and any MDA Services provided to you:

- a) We do not assure, guarantee or represent that any particular investment performance will be achieved, that the capital invested by

you will be maintained or that any particular investment or trading strategy will obtain assured outcomes or meet any performance criteria.

- b) The discretionary trading of Financial Products is speculative and carries with it the risk of loss of some or the entire amount traded and that your liability is not necessarily limited to the balance of the account but may include your full liability arising from trading in Financial Products on terms authorised by you.
- c) We are authorised, in operating the MDA, to deal in Financial Products on your behalf, without any prior approval from, or consultation with, you in respect of the purchase, sale and other management of Financial Products, including their exercise or roll-over (subject to any limits agreed with you and subject to other provisions in the agreement).
- d) Past performance of any mandate, strategy or investment approach is not a guarantee, assurance or representation of future success, whether regarding accounts of any kind, any investment or trading strategy or mandate or any service or investment.
- e) Dealing in Financial Products involves the risk of substantial loss as well as the prospect of profit.
- f) Income (if any) earned for the MDA may be irregular and the timing of that income might not suit your requirements. Income earned outside of Australia may be subject to tax laws applying in those other jurisdictions, including obligations on the payer to make withholdings or to disclose information to tax or other authorities. Income earned in other currencies may fluctuate in unrealised value until converted into Australian currency, and any exchange in currencies may incur losses, charges (including by way of spreads) or fees, reducing the amount available to you.
- g) We will not be responsible for any loss or liability incurred by you if we act or refrain from acting within the discretionary terms authorised by you, or if any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to the failure of any telephone, computer or other electronic service or any other third party act or omission.

- h) We are not obliged to exercise any right or other benefit attached to or granted to a holder of any Financial Products held for you in the MDA (including, but not limited to, voting rights, participation in rights issues, share purchase plans, buy backs, takeover offers or schemes of arrangement) and will not be liable for failure or delay in exercising any of those rights on your behalf.
- i) We have complete discretion to manage your Property (subject to any limits agreed with you, to other provisions in the agreement and to our duties and other obligations which by law cannot be excluded by the agreement). In exercising this discretion, we might expose you to a range of risks including risk associated with changes in economic cycles, interest rates, investor sentiment and political, social, technological and legal factors as well as changes in a company's management or its business environment as described. These risks may affect the value of your Property and the return which you receive from that Property.
- j) The MDA Service Terms will be binding on you and Mason Stevens on acceptance by Mason Stevens of your application for them (before or after this agreement is made). The MDA Service Terms authorise Mason Stevens to manage your MDA in accordance with the Investment Program selected by you. The Investment Program includes and incorporates the Investment Mandate for the Investment Program. The Investment Mandate sets out the MDA Service Terms for the Investment Program.
- k) If you are a retail client, the MDA Contract will comprise the MDA Service Terms for the Investment Program selected by you and that will include and incorporate the Investment Program which is identified in the Statement of Advice given to you about the Investment Program.

5.7 You acknowledge and agree that:

- a) all money deposited by you with us, or received by us which is sent on behalf of you (client moneys), will be first deposited into our client moneys trust account and then may be withdrawn and paid into a bank

account, other term or other account or deposit facility or cash management trust facility, whether in our name or maintained by our nominee or sub-custodian as a non-segregated account held on trust for you and for our other clients, maintained in accordance with applicable legal and regulatory requirements, whether or not that other account constitutes a client moneys trust account (and this Term is sufficient direction by you to authorise the withdrawal of those client moneys to be paid into that other account);

- b) dividends and other distributions to which you are entitled will be deposited into a bank account or other deposit facility or cash management trust account which we maintain for our clients (not directly into the client moneys trust account) and will be credited to your account;
- c) all Financial Products held by or for you will be held on trust for you, either by us or by our nominee or sub-custodian (including any delegate appointed by them); and
- d) in respect of your moneys in any trust account (including but not limited to a client moneys trust account) or in any other way held in custody for you:

- i. you are not entitled to earn any interest on your moneys in any trust account unless we agree to that;
- ii. we are entitled to all interest earned on your moneys in any trust account; and
- iii. if we set an amount or rate of interest which we will pay or credit to you in respect of your client moneys, we will pay or credit that and we are entitled to all other interest earned on those moneys above the amount or the rate which we owe you.

5.8 If you do not provide your tax file number or details of exemption, we may be obliged by law to deduct and withhold amounts from payments otherwise owing to you at the highest marginal rate plus any applicable levy (including the Medicare levy) as required by law and pay that to the relevant government agency.

5.9 You are and remain solely liable and responsible for all acts and omissions of

your authorised representative even if the act or omissions of the authorised representative were outside their actual or ostensible authority or were in error, or were fraudulent, negligent, in breach of fiduciary duties or criminal.

- 5.10 You agree not to make, and waives any right you may have to make, any claim against us for any loss incurred or suffered by you which may arise in connection with any act or omission by your authorised representative of whatever kind. This clause may be pleaded as a bar to any claim made by you in respect of asserted liability for us to pay or otherwise compensate you or restore your account.

6.0 Custody Services

- 6.1 The following apply to any Services which are custody services which we provide to you, whether it is a retail client, wholesale client or otherwise. The specific obligations set out below prevail over anything else in the Terms which are inconsistent:

- a) We will acknowledge to you on request the manner in which we hold your Property.
- b) The manner in which instructions may be given to us are as set out in the Terms.
- c) We are liable to you if there is a loss to you due to a failure by us or by a person we directly or indirectly engage to hold your Property (being Property in which you have a beneficial interest), to comply with the duties arising under the Terms or other agreement relating to holding your Property or to observe reasonable standards generally applied by providers of custodial or depository services for holding the Property held except that we are not liable to the extent resulting from failure of a person we have directly or indirectly engaged if that person is insolvent and we have not failed to take reasonable care in engaging and monitoring compliance by that person.
- d) We may not take or grant a charge, mortgage, lien or other encumbrance over, or in relation to, your Property under the custody arrangement unless it is:

- i. for expenses and outlays made within the Terms other than any unpaid fees owing to us; or
- ii. in accordance with your written instructions.

- e) We will keep and maintain electronic records of your Property and transactions made in relation to them of which we are aware (including, but not limited to, the time, source and method of giving instructions in relation to those transactions). The records of your Property and the nature of transactions in relation to them will be available in the ordinary course of the substantially continuously available electronic account reporting service and in summary form in the account reports sent to you. The information will also be available to persons authorised by you from time to time. Records of further details are not ordinarily continuously available but reasonable amounts of further detail will be provided free of charge on request.
- f) We will apply verification procedures for the appropriately frequent reconciliation and checking of your Property.
- g) We will report to you according to any written agreement with you, our disclosures in our FSG given to you, any requirement of law and as we represent to you from time to time.
- h) If practicable before arranging for your Property to be held by another person and in any event before the assets are held by the other person, we will provide you with written notice of the identity of, and contact details of, the other person, except we might not be able to give prior written notice if we decide that is in your best interests to arrange for custody of your Property with a person and prior notice is not predictable including, without limitation, because we have sufficient grounds to believe there are legal proceedings, or threatened legal proceedings, or insolvency restraints, adversely affecting, or likely to adversely affect, the then current asset holder.
- i) On termination of our Services for custody of your Property (whether by termination of the entire agreement with you, or termination of only the custody Service), subject to any lien in accordance with the Terms including in accordance with your written

instructions, your Property will be transferred to you or as you lawfully direct within a reasonable time.

- j) The terms of the Deed for Custody Trusts are subject to the agreement. No provision of the Deed for Custody Trusts is intended to be inconsistent with, or may be construed as being inconsistent, with the agreement or with any duty imposed on us by law.

6.2 We will hold all of your Property on trust for you on the terms set out in the Deed for Custody Trusts. A copy of the Deed for Custody Trusts is available free on request. You acknowledge that:

- a) the Deed for Custody Trusts may be amended from time to time (in accordance with the terms of the Deed for Custody Trusts), without prior notice to or compensation to you;
- b) we may appoint a sub-custodian or nominee to hold your Property;
- c) we, or our nominee or sub-custodian, may appoint a person to act custodian to hold your Property (which person may appoint another person as custodian or other delegate);
- d) your Property will be aggregated with property of our other clients in an omnibus account;
- e) any nominee or custodian (at any level) may make deductions from the Property from time to time for the purposes of satisfying any obligation entered into in accordance with the relevant nominee or custody agreement (but not to the extent prohibited by law);
- f) you might not have the benefit of direct contractual rights against a person with whom the nominee or any custodian transacts on your behalf; and
- g) in respect of the custody arrangements referred to in this clause 6, some benefits accruing to holders of property (including Financial Products) might not be directly or indirectly available for your benefit and that will be without compensation or other adjustment, for example, voting rights, participation in rights issues, share entitlements, share purchase plans and bonus issues.

6.3 The agreement and all Services provided under it do not constitute a pooled investment or service or other common enterprise or, if they are construed as

such, it is intended that no aspect of them are required to be registered as a managed investment scheme. Your investments made under the agreement are for you alone and, conversely, you have no interest in any investments made by us for any other person under similar terms nor in any property held beneficially for any other person, even if their money or Financial Products are aggregated in the same bank, custody or other account.

7.0 Authorities

- 7.1 If you have applied for a MDA, you authorise us to operate and to manage your account at our discretion subject to any instructions issued by you to us in writing, including in the Application Form. We do not assure or guarantee the performance of any particular investment, return profits or maintenance of your investment arising from any transactions or decisions made under this authority.
- 7.2 We may use, in our sole discretion, the services of one or more service providers as appropriate to allow us to perform the Services selected by you. Without limitation, that includes banks, dealers, lenders, option writers, market makers, issuers, custodians, financiers, brokers, clearing agents, settlement agents, issue and offer managers and operators of managed investment schemes.
- 7.3 You authorise us to negotiate, to enter into and to make use of agreements with the service providers referred to in clause 7.2 without prior consultation with you, as if we were the absolute legal and beneficial owner of the Property (subject to this agreement). You acknowledge that the agreements may include terms allowing or in relation to the following (without limiting other features or services):
 - a) purchasing, selling, short-selling, subscribing for, applying for, transferring, lending, borrowing, redeeming or otherwise dealing with any Property on your behalf including to rebalance your portfolio of investments in an account;
 - b) processing receipts (such as dividends and coupon payments) in relation to your account;
 - c) arranging for and agreeing to dealing in Financial Products as between you

- and any other client of ours whose property is aggregated in the same bank, custody or other account, including on the basis of arranging for netting of transactions made for one portfolio of investments in an account with those made for another portfolio of investments in an account;
- d) signing and executing all forms, deeds, transfers and other instruments necessary to operate, to maintain and to administer your account;
 - e) attending (or authorising attendance at any meeting convened and exercising any rights attached to any Financial Products including voting, accepting or rejecting any proposal for creditors, takeover bid, scheme or arrangement or other corporate action);
 - f) participating in, refraining from participating or ceasing to participate in any bonus or distribution investment plan relating to any assets in your account;
 - g) exercising or not exercising any option held or granted;
 - h) dealing in a range of Financial Products (including by arranging to place orders);
 - i) dealing in foreign exchange (spot or forward) and other derivatives (including by arranging to place orders);
 - j) clearing and settlement of all Financial Products;
 - k) paying for transactions and for services, and fees, charges, expenses and other amounts owing in relation to that;
 - l) nominee or custody holding of Financial Products, rights, interests or other assets or any other custody or depository of any of them;
 - m) dealing and loan or other credit facilities; and
 - n) creating or permitting to be created encumbrances over your Property to secure performance of obligations arising in respect of your Property or generally in relation to the service provided by the service providers, including on terms that permit access to and enforcement over your Property without having to establish any default by or on behalf of you, and without any compensation to you for that, including terms providing for enforcement and authorisation to take action on your behalf or in your name ordinarily arising and reasonable for the requirements of

such facilities and security interests. (The above examples should be interpreted expansively and not so that they are independent of each other.) The agreements with such service providers may provide for transactions on one or more Facilities including outside of an exchange. The service provider may be us or an associate of ours.

7.4 You will be bound by the terms of the agreement we make or have made under or in relation to clause 7.2. We are only liable in respect of those agreements as your agent and not in our personal capacity except to the extent required by law or as expressly stated in the agreement between us and the service provider or in this agreement between us and you. The agreements may provide that the service providers report only to us and not to you.

7.5 You acknowledge that if an agreement is entered with a clearing participant of a Facility who is obliged as principal to comply with the settlement obligations for transactions made through the Facility, you owe your settlement obligations to that clearing participant or we, as your agent, owe that obligation to that clearing participant.

7.6 Where you have provided the authority to your authorised representative on your account this authority also includes the power to delegate from time to time to one or more staff members employed by the authorised representative or the same business that employs the authorised representative, but only on the basis that the authorised representative remains responsible for the conduct of the authorised representative's delegates as though they were the conduct of the authorised representative. References to your authorised representative include when the act or omission is by the authorised representative's delegates.

7.7 You release, discharge and indemnify Mason Stevens and each other persons acting on behalf of them respectively (and all of their respective successors and assignees) from and against all losses, actions, liabilities, claims, demands and proceedings arising from your appointment of an authorised representative from time to time, and all acts, matters and things done or

purported to be done by the authorised representative even if not actually authorised by you or you have not notified Mason Stevens of any limitation or revocation of their authority to act on your behalf.

7.8 You agree:

- a) In consideration of the Services which we agree to provide, you irrevocably appoint, severally, each director, company secretary and principal executive officer and each employee (whose title of office includes the word "manager" or "head") of us, whoever they are from time to time, as your attorney at any time to execute and to deliver all documents and to do all things which the attorney considers necessary or desirable to give effect to the provisions of the agreement (including these Terms) and, in particular, without limitation, in connection with or incidental to, the exercise of any of our rights and powers or for us to provide any of the Services. Those powers may be exercised in our interests despite any conflict with the interests of you. This appointment survives termination of the agreement.
- b) you, for the benefit of us and for any attorney described in clause 7.6(a), will confirm and ratify whatever we and any other attorney does pursuant to the power granted under clause 7.6(a) and you will forever wholly indemnify and keep us and any attorney indemnified against all claims, demands, costs, damages, losses and expenses, however arising, arising from or in relation to the lawful exercise of all or any of their powers and authorities contained under clause 7.6 (a).
- c) a grantee who is not a party to the agreement with you may rely on this clause and enforce it against you.

7.9 In the ordinary course of business, we do not record any telephone conversations with you; however, you authorise us to record any conversations (by telephone or otherwise) with us or our representatives, with or without an audible warning tone, for our records. You will be provided access to these records upon reasonable request. You acknowledge that we may destroy these

records at any time at our sole discretion (and without notice).

7.10 These Terms apply to your MDA where Mason Stevens is the MDA Provider. If you have applied for a MDA that is offered by a party other than Mason Stevens, we will be responsible for:

- a) administration and custody services for the assets held within your Self-Directed Portfolio and MDA
- b) accepting instructions from the Investment Manager to place transactions for the assets in the MDA
- c) reviewing proposed orders and their compliance to the disclosed asset allocation ranges and other portfolio parameter limits detailed in the relevant Investment Mandate.

8.0 Fees, charges and expenses

8.1 You owe and must pay the fees and charges, including our account fees and brokerage fees, in relation to the Services provided to you. Our fees and charges applying at the commencement of the agreement will be disclosed to you prior to the commencement of the Services to you.

8.2 You owe and must pay the expenses and reimburse us for any costs, charges and expenses (including stamp duty and GST, less any input tax credits or reduced input tax credits or both, on transactions made on your behalf) and any fees imposed by a Facility and charges, in all of those cases directly or indirectly arising in relation to transactions for you or arising from your defaults including your failure to pay for or settle your transactions or in relation to services provided by other persons which are obtained for the benefit of you. The amounts of expenses or reimbursements cannot be notified in advance but in any case will be as determined by us as being reasonably based having regard to the actual costs or, if that cannot be reasonably ascertained, as we reasonably determine should be allocated to you. For clarity, this clause does not require you to reimburse or otherwise pay us for taxes imposed on us for our taxable income.

8.3 We may change our fees and charges from time to time by written notice to you. The notice may be given by email, letter, message posted to your account or our website service, oral notice or any

other effective means of giving notice and the notice will be effective whether or not you actually read or accessed the notice. We will give not less than seven (7) days' notice of a change taking effect. Your continued use of our Services after the change takes effect is confirmation of your acceptance of the change in fees or charges. If you do not agree with the change, you must give us written notice to close your account.

8.4 You authorise us to withdraw from your account such amount as is necessary to pay your fees, charges, and reimbursement for expenses and other amounts owing by you to us under this agreement:

- a) at such times as is agreed with you including by way of notification to you or by a provision in an investment mandate accepted by you; and
- b) if not expressly agreed as provided for above, for transaction fees or charges, as they are incurred and otherwise monthly in arrears.

8.5 GST is payable on most fees, charges and payment for expenses and other amounts owing under the agreement. Unless otherwise specified, the fees and charges quoted or notified to you are stated exclusive of GST. If GST is payable on any supply made by us under the agreement, you must pay an additional amount equivalent to the GST at the time that payment to us is due. These rates are inclusive of the estimated net effect of GST (i.e. inclusive of GST, less any input tax credits or reduced input tax credits, or both).

9.0 Delay or Failure to Settle

9.1 If settlement is delayed or cancelled because:

- a) we have not received the relevant payment from you, then we may enforce payment by you, which may also involve your paying us:
 - i. interest on the outstanding amount, calculated and accruing daily; and
 - ii. a late settlement fee to be determined by us, to cover our reasonable costs and expenses arising from your delay or failure to settle;

b) you have not provided us with the relevant documents, information or instructions by the settlement date, then you must pay us:

- i. fees and charges levied by a Facility provider or other related service provider in respect of your transactions; and
- ii. a late settlement fee to be determined by us, to cover our reasonable costs and expenses arising from your delay or failure to settle including any Financial Products borrowing costs (even if from another client of us) or compensation to the other party to your transaction.

9.2 If you have not provided us with the relevant documents, information or instructions for settlement, or payment due after a demand by us or by the Facility provider or other related service provider to us or to you, then you by this agreement:

- a) authorise us to sell, at our sole discretion, any of your Property in our control or possession;
- b) indemnifies us for all claims, damages, costs and expenses arising out of your delay or failure to settle;
- c) authorises us to set-off any outstanding payment against a credit balance in your account; and
- d) authorises us to transfer any Property held for you to us, in any combination of the above, but only to the extent necessary to discharge some or all of your obligations.

9.3 For the good consideration which we provide to you by way of agreeing to and making the agreement, in addition to all other authorities and powers you grant us, you expressly grant us and each of our directors, company secretaries and principal executive officers and each employee (which employee's title of office includes the word "Manager" or "Head") (each a "grantee") severally as your attorney at any time and from time to time an irrevocable power of attorney to take such actions and to sign such documents as the grantee decides is necessary or prudent to register the relevant Property in our name or as we direct if you do not pay as required under this agreement. A grantee who is not a party to the agreement with you may rely on this clause and enforce it against you.

10.0 Your warranties and undertakings

10.1 You warrant and, as appropriate, undertakes that:

- a) You have the power to enter into and to perform this agreement.
- b) You are not under any legal impediment or other impairment which makes, or could make, the terms of this agreement void, voidable or unenforceable.
- c) You are not insolvent, under any form of external administration nor have you agreed to make a settlement with, assignment to, or compromise with its creditors.
- d) You have disclosed all relevant information to us to allow us to perform to the best of our ability our duties to you.
- e) All of the statements made by you in the Application Form, or otherwise for the purposes of applying for this agreement to be made or for establishing the account, are true and correct and not misleading or deceptive.
- f) You have had a reasonable opportunity to obtain all advisable or necessary independent advice for the purpose of deciding whether to enter into this agreement.

10.2 If you enter into the agreement as a trustee, you warrant in your personal capacity:

- a) the trust has been duly constituted and is validly existing in compliance with all applicable laws and its trust deed has been duly executed and duly stamped, in each case in accordance with the laws of each State and Territory of Australia unless otherwise expressly notified to us;
- b) the trust deed and its constituent documents give the trustee power to carry on all of the business activities now conducted by it in any capacity and to enter into and to comply with its obligations under, and to carry on the transactions contemplated by, this agreement;
- c) all necessary resolutions have been duly passed and all consents have been obtained and all other procedural matters have been attended to as required by the trust deed, any other document or any law for the entry into, observance and

performance by the trustee of its obligations under this agreement;

- d) each of your obligations under, and the transactions contemplated by, this agreement constitutes binding obligations and is completely and lawfully enforceable against the trustee and in respect of the trust's property in accordance with their terms;
- e) nothing done under this agreement or any instructions given by you are or will be a breach of any trust;
- f) the assets of the relevant trust are, and at all relevant times will be, sufficient and available to the trustee in that capacity to discharge your obligations and liabilities under this agreement;
- g) you are the only trustee of the trust unless all trustees are described in the Application Form and any later change is promptly notified to us;
- h) no property of the trust has been re-settled, set aside or transferred to any other trust or settlement;
- i) the trust has not been terminated, nor has the date or any event for the vesting of the trust's property in its beneficiaries occurred;
- j) no determination has been made to distribute the trust's property on a date which is earlier than the latest date under the trust deed by which the trust's property must be distributed;
- k) there is no conflict of interest on the trustee's part in entering into this agreement and performing its obligations under it;
- l) it has an unrestricted right to be fully indemnified, reimbursed or exonerated out of the trust's property in respect of any losses or liabilities incurred by it as trustee and the trust's property is sufficient to satisfy that right of indemnity, reimbursement or exoneration; and
- m) it has complied with its obligations in connection with the trust.

10.3 Each warranty by you in this clause or elsewhere in this agreement is deemed to be repeated on each day that this agreement subsists.

11.0 Limitation of Liability

11.1 Preserved Liability means:

- a) any liability which by law may not be excluded, limited or qualified; and

- b) any liability, or duty for which we are liable, specified in the agreement which we have expressly agreed may not be excluded, limited or qualified.

11.2 Subject to a Preserved Liability and except if directly due to our breach of law, negligence, wilful default of the agreement or our dishonesty, to the extent permitted by law, we are not liable to you for the following:

- a) our acts or omissions in reliance on your obligations under the agreement, your instructions or any other information we have relied upon provided by you including by your authorised representative, agent or other representative;
- b) events or circumstances beyond our reasonable control, including (without limitation) acts of agents and other service providers used by us to perform the Services, currency restrictions, disruption of the normal services by others, liquidation or insolvency by persons who are not related bodies corporate, acts of war or terrorism, riots, revolution or other similar events or acts;
- c) an act or omission required by law or by a court of competent jurisdiction;
- d) any actual or asserted fiduciary duty which is not expressly stated in this agreement;
- e) any payment having been made to a fiscal authority, including but not limited to any taxes, stamp duty or government charges;
- f) any act or omission of an operator of a securities title, transfer or holding system; and
- g) economic, indirect or consequential loss, whether or not those losses overlap (including,
- h) in any case, but not limited to loss of anticipated profits or savings), whether or not reasonably foreseeable.

11.3 Subject to a Preserved Liability, we are not responsible for any loss or liability incurred by you to the extent arising from us acting or refraining to act within the discretionary limits authorized by you, or if any dealing or proposed dealing is interrupted, fails to complete or take place due to the failure of any telephone, computer or other electronic service or third party act or omission.

11.4 To the extent permitted by law, our aggregate liability to you under the agreement is limited to the fees you have paid us in the two years preceding the breach or to the supply of our Services, as we choose. If it is determined by a court that by law we are not permitted to disclaim or to limit our liability to you or we are not permitted to limit the amount of compensation we may be liable for, or any of those limitations are unenforceable, then those limits are severed from this agreement as though they were not in it from the beginning of this agreement.

12.0 Indemnities

12.1 Subject to a Preserved Liability, you forever indemnify us against all losses, claims, damages, costs and expenses (including all reasonable legal expenses actually incurred) or any other remedies arising directly or indirectly as a result of:

- a) taxes and other government levies or charges imposed on your Property or transactions made for you;
- b) your breach of this agreement;
- c) your breach of any law or regulation;
- d) us acting in accordance with your instructions or relying on information given by you or your behalf; and
- e) claims of any kind by any third parties in relation to the Services or your account, except to the extent the claims, damages, costs and expenses were a result of our negligence, wilful misconduct or fraud or our breach of this agreement. This provision survives termination of the agreement.

13.0 Termination

13.1 We may at any time, terminate at any time:

- a) the authority to manage your account;
- b) your account;
- c) this agreement;

with no prior notice or with such other notice as we decide. If no time is specified, the termination will be with immediate effect and you will have immediate responsibility for management of your Property, including managing the risk of all positions. Termination of the authority to manage does not by itself terminate this agreement. Termination of the authority to manage does not terminate obligations

which accrue up to the time of termination, including any fees for management. Such obligations (including payment obligations) survive termination of this agreement.

- 13.2 You may terminate the authority to us to manage your account with prior notice or with immediate effect by notifying us of that in writing. If no time is specified, we may assume it is with immediate effect and you will have immediate responsibility for management of your Property, including managing the risk of all positions. Termination of the authority to manage does not by itself terminate this agreement. Termination of the authority to manage does not terminate obligations which accrue up to the time of termination, including any fees for management. Such obligations (including payment obligations) survive termination of this agreement.
- 13.3 You may terminate the entire agreement with prior notice or with immediate effect by notifying us of that in writing. If no time is specified, we may assume it is with immediate effect and you will have immediate responsibility for your Property, including managing the risk of all positions. Termination of the agreement does not terminate obligations which accrue up to the time of termination, including any fees, charges and obligations to reimburse or to indemnify a person. Such obligations survive termination of this agreement.
- 13.4 You acknowledge that if the agreement is terminated, you are responsible for giving express instructions to us to unwind your positions to transfer them to the control of you or another person nominated by you. You acknowledge that it may take some time to unwind your position depending on factors such as the relevant markets and liquidity and that will be at your cost and risk.
- 13.5 Upon termination:
- a) you owe and must pay us all our accrued fees, charges and expenses and other costs for reimbursement or indemnification;
 - b) we will use all reasonable endeavours to transfer to you or your nominee all of your Property and rights in relation to your account, subject to you providing sufficient details and instructions for this to occur;

- c) unless otherwise specified, we will promptly deliver to you all final accounts and reports in relation to your account after we transfer to your control your Property except for tax reporting which will not occur until in the ordinary course following the end of the financial year in which termination occurs;
- d) we may deal with Property in your account to settle or to set-off any existing obligations under the agreement;
- e) if you do not provide appropriate instructions regarding the closure of your account, we will close your account (including closing at a time of our choosing your open positions and selling your other Financial Products at your cost and risk) and send (or attempt to send) you payment for any surplus after deducting all fees, charges and expenses or indemnified amounts; and
- f) we are no longer responsible for performing the Services or any of our other obligations under the agreement, but termination will not affect any transaction properly commenced prior to termination, nor any other claim which either party may have against the other.

14.0 Laws and Regulations

- 14.1 All dealings between you and us are subject to the following (without limiting other applicable laws):
- a) *Corporations Act 2001 (Cth)* (including the relevant regulations, applicable ASIC Instruments and other legislative or Ministerial instruments);
 - b) *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*; and
 - c) rules, customs, usages, practices and regulations of any Facility which is relevant to your transactions.
- 14.2 To the extent any of the laws and regulations referred to in clause 14.1 or otherwise applying are inconsistent with the agreement, the laws and regulations prevail.
- 14.3 You acknowledge that:
- a) we are subject to various anti-money laundering and counterterrorism financing laws and anti-tax

- avoidance laws (AML/CTF Laws) which may prohibit us from offering services or entering into or conducting transactions or performing Services; and
- b) the AML/CTF Laws include prohibitions against any person dealing with the proceeds of or assets used in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act.

14.4 You agree that:

- a) we are not required to take any action or to perform any obligation under or in connection with these Terms if we are not satisfied as to your identity or if we suspect on reasonable grounds that by doing so we may breach the AML/CTF Laws;
- b) we may delay, block or refuse to make any payment or to provide any service if we believe on reasonable grounds that to do so may breach any law in Australia or any other country, and we incur no liability to you if we do so; and
- c) we will not incur any liability to you for any loss which you suffer (including consequential loss) however caused by reason of any action taken or not taken by us as contemplated in paragraph (a) or (b) above.

14.5 You agree to provide to us and to allow us or our agents access to all information and documents which we reasonably require to comply with any law in Australia or any other country, including any AML/CTF Laws. The information which we may access, store and disclose for these purposes includes the information which is the subject of your authorisations in your Application Form or by any other means which you authorise us. You agree that we may disclose information about you which we collect or which we have, or about transactions or Services which you have with or by us or which you seek to conduct with us, if we are required to do so by any applicable laws in Australia or in any other country or for the purpose of complying our AML/CTF program and compliance obligations.

15.0 Confidentiality and Privacy

15.1 We will keep confidential all of your personal information and all other of your confidential information so we will not disclose it except as permitted by law, including when compelled by a notice or order properly issued by a regulatory authority (including but not limited to ASIC) or as permitted by you. You permit disclosure by these Terms as set out in these Terms or as permitted by our privacy policy.

15.2 We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to the information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

15.3 We will comply with our privacy policy.

16.0 Complaint Handling

16.1 If you have any complaint about our Services, we will follow our dispute resolution policy.

17.0 General

17.1 Time is of the essence of performance of a party's obligations under this agreement. If this agreement specifies when the party must perform an obligation or the last time to perform the obligation, the party must perform it by the time specified. Each party must perform all other obligations promptly.

17.2 You must pay us any sum due under this agreement, including those described in clause 12, fully without deduction or set-off (and irrespective of any counterclaim) whatever.

17.3 A reference to interest in the agreement or to a charge or expense which could include interest will be interest at a rate determined by us as being a reasonable estimate of our direct and indirect costs which give rise to that interest and related or ancillary Services. Those costs need not be interest themselves. We do not need to give reasons or evidence supporting our determinations of the rate of interest.

17.4 A party to the agreement may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing

- conditions), unless this agreement expressly states otherwise.
- 17.5 If a party to the agreement does not exercise a right or remedy fully or at a given time, the party may still exercise it later.
- 17.6 A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy under this agreement.
- 17.7 By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.
- 17.8 The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.
- 17.9 The indemnities and rights to be reimbursed in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity or reimbursement under this agreement.
- 17.10 All notices must be in English. Unless otherwise specified or agreed, all notices may be given by a person to the other in writing by hand delivery, email, other electronic communication service (including by our website service) or post.
- 17.11 Nothing in the agreement may be taken as giving rise to a relationship of employment, joint venture or partnership nor as to any agency except as specified in the agreement.
- 17.12 Failure or neglect by a party to this agreement to enforce any of the provisions of this agreement must not be construed as, nor may be deemed to be, a waiver of their rights under this agreement nor in any way affect the validity of the whole or any part of this agreement nor prejudice our rights to take subsequent action.
- 17.13 If you are comprised of two or more persons, then the account must be established in the names of all of the persons. This will operate as each person holding their interests as joint tenants (unless we expressly agree in writing). Each person is jointly and severally liable for the obligations under these Terms. We may discharge our duties to all of the persons by sending notices or payments to any one of the persons. We may act on the instructions of any one of those persons.
- 17.14 An agreement, representation or warranty by two or more persons binds them jointly and each of them individually.
- 17.15 You may not assign this agreement, because it is personal to you. We may assign this agreement (including the benefit and the burden of it) by giving not less than twenty (20) business days' notice of that to you.
- 17.16 The agreement contains the entire agreed terms agreed by you and us for the Services except MDA Services and all related and ancillary aspects between the parties and supersedes all prior communications, negotiations and documents in relation to the Services. MDA Services are provided on the MDA Service Terms. Despite any other provision of these Terms, the MDA Service Terms prevail over these Terms and any other documents described in clause 1.
- 17.17 Except as specified otherwise, the agreement cannot be amended or varied except in writing and either:
- a) signed by the parties; or
 - b) by us giving not less than ten (10) business days' prior notice to you.
- 17.18 If any term or other provision of the agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, then that term or provision is to be interpreted as being severed from the agreement and the remaining Terms will be unaffected by that.
- 17.19 The agreement is governed by and must be construed in accordance with the laws in force in New South Wales. The parties submit to the non-exclusive jurisdiction of the courts operating in New South Wales.
- 18.0 Interpretation**
- 18.1 In the agreement:

Account has the meaning given in clause 5.1.

agreement has the meaning given in clause 1.1.

Application Form means the application form, completed by or on behalf of you, which refers to these Terms or the agreement to be made on these Terms upon acceptance of the application in the form. The form may be in hardcopy or electronic form, and may be completed digitally online and need not be signed by or on behalf of you in order for it to be effective and binding on you. The form may be binding on you at the time it is submitted by or on behalf of you (even if the agreement is not made until later, if at all), or at a later time (including, but not limited to, when you confirm to us the application and any related declarations, confirmations or acknowledgments).

Applicable Laws means all laws, rules, regulations and other legal requirements in force from time to time in Australia. These include, without limitation, FATCA or CRS.

ASIC Instrument means an instrument issued by or on behalf of ASIC, including but not limited to, a registered federal instrument, a class order, a declaration and an exemption, in any case whether general or specifically applying to any person by ASIC, as amended or superseded from time to time. A reference to this includes a reference to any later instrument made by ASIC which substantially replaces or supersedes it.

business day means a week-day in Sydney, New South Wales, other than a public holiday in Sydney.

Deed for Custody Services means the deed poll of that title made by Mason Stevens Limited (ABN 91 141 447 207 AFSL 351576), as amended or replaced from time to time.

Facility means a facility for a market or exchange in Financial Products, or for clearing and settlement of transactions in Financial Products, or for making payments for those services.

Financial Product means any financial product as defined for the purposes of the *Corporations Act 2001 (Cth)*.

GST means the tax imposed by *A New Tax System (Goods and Services Tax) Act 1999* and *A New Tax System (Goods and Services Tax) Transition Act 1999* and related tax imposition Acts of the Commonwealth of Australia.

Investment Mandate means a document of that name or description which is referred to in, and

incorporated by reference to, an Investment Program.

Investment Program means a program for investing your Property through an MDA Service.

Managed Account means a separately identified account provided by Mason Stevens to you for an Investment Program.

Managed Discretionary Account (MDA) means the service that allows you to invest in professionally managed portfolios that consist of a portfolio of assets that follow a defined investment strategy. The investment decisions are made by an investment sub-adviser.

MDA Service means the components of any Services to you which have the features of an "MDA service" as defined by the ASIC Instrument (for clarity, this defined expression also applies to clients who are not retail clients).

MDA Service Terms means the terms of providing an MDA Service to you, as set out in the Investment Mandate for the Investment Program selected by you. (For clarity, if you are a retail client, the MDA Service Terms include and incorporate the content under the heading "Investment Program" in the Statement of Advice given to you by your adviser.)

Preserved Liability has the meaning given in clause 11.1.

Property means all Financial Products, cash or cash equivalent, choses in action and ancillary rights held on behalf of you by us, or accruing to you as a result of the agreement with us.

Services has the meaning given to it in clause 2.1.

Statement of Advice (SOA) means any document of that name or substance which provides personal advice to Client about the MDA Contract and the Investment Program. The SOA sets out the personal advice given to you by your licensed financial adviser. It must include the basis on which the advice is given and information on any payments or benefits the adviser will receive.

Terms means the terms set out in this document, as amended from time to time.

18.2 Words in the agreement expressed in the singular include the plural and vice versa.

18.3 A reference in the agreement to a document or agreement includes any variation or replacement of it.

- 18.4 Headings in the Terms are for reference only and do not in any way affect the meaning of this agreement.
- 18.5 Unless the context requires, a reference in the Terms to any legislation includes any statutory modification or reenactment of, or legislative provision substituted for, and any subordinate legislation issued under that legislation or legislative provision.
- 18.6 A provision of the agreement must not be interpreted against our interests merely because these are standard Terms provided by us.