

ARCADIA GROUP Charles Darwin Centre 19 Smith Street, Access to level 16 Darwin City NT 0800, Australia 1300 954 137

www.arcadiagroupltd.com info@arcadiagroupltd.com

TERMS & CONDITIONS

The following represents a legally binding contract between the undersigned and Arcadia Group. Arcadia Group governs the undersigned(s) relationship with Arcadia Group conducting any transactions. The undersigned accepts and agrees to abide by all of these terms & conditions. This agreement is between Arcadia Group (hereafter We, Our, Us or the broker) and the undersigned applicant (Hereafter you, your, or the client). It is understood that by signing this agreement, this agreement has been read and understood and that the signing party is in agreement with the terms & conditions of the agreement. This agreement and the terms & conditions thereof apply to brokerage accounts ONLY. For margin accounts, special authorization accounts, discretionary accounts or primary lender accounts, specific agreements and terms & conditions apply to supersede any contradictory points to this agreement.

General account services relationship - With respect to this contract and the account represented herein Arcadia Group's primary role is as a broker between the client(s) and other financial services entities. At times Arcadia Group may act as an investment advisor, in those instances their role and obligations will vary as a result. However, unless it is otherwise indicated in a separate written agreement, Arcadia Group only acts as a conduit. As a broker, it is understood that our primary role is the execution of trades based solely on The Client's directive. Any advice Arcadia Group may or may not give is secondary to the brokerage services provided. Arcadia Group may act as advisor and broker to you at the same time. The fact that Arcadia Group works in this dual capacity should not be taken as an indication that the brokerage relationship is advisory in nature. At times Arcadia Group will consider The Client's brokerage account's assets and/or personal financial situation (as it has been explained by The Client) in giving investment recommendations or in helping to determine the services that could fit The Client's individual circumstances. In these cases, Arcadia Group is solely acting on information provided by The Client, and is still working as a broker as defined above and herein.

Transactions, trades and account settlement - All transactions through Arcadia Group will be executed only on the direct order of The Client in question, or the order of their authorized agent, except as otherwise described in this Agreement and outlined in writing. Credit for sales and other transactions - in the normal course of business -, credit for the net proceeds of securities sales will be posted to the brokerage account on the settlement date. Availability of account credits will depend on, but will not be limited to the following: the time required for transmitting and/or confirming data between financial institutions, the status of securities transactions, and the collection of checks deposited. Arcadia Group will in the standard course of business withhold access to proceeds of checks credited to or transferred into the account until funds are collected and available, because fund availability may fluctuate on a daily basis. Arcadia Group will not be liable for any consequences of a Fund insufficiency.

Payment or delivery on purchase or sale of securities - When purchasing or selling any security, The Client agrees to deliver said securities in their possession, or make payment in sufficient time to be received by us prior to settlement date. In the case that Arcadia Group does not receive securities or payments prior to settlement date, it is understood that the trade may be covered in the open market and that Arcadia Group will not incur any liability for such actions, and any costs or expenses to The Broker will be the sole responsibility of The Client.



ARCADIA GROUP Charles Darwin Centre 19 Smith Street, Access to level 16 Darwin City NT 0800, Australia 1300 954 137

www.arcadiagroupltd.com info@arcadiagroupltd.com

Choice of Exchange and Execution It is understood that at **Arcadia Group**'s sole discretion, The Broker will choose the exchange that executes any transactions. The Client understands that with respect to the execution of transactions, **Arcadia Group** may elect to sell securities from, or buy securities for, their own inventory or from/to The Broker's own account in order to satisfy The Client's order.

Transaction Processing - The Client understands that **Arcadia Group** may refuse, at their discretion, to process any transaction until reviewed and accepted. Any such transaction the Client may wish to affect that is not properly reviewed will be executed without liability to The Broker. Furthermore, the Undersigned agrees to hold **Arcadia Group** harmless from any losses, costs or liabilities whatsoever from acts or omissions by The Broker as provided under this Agreement.

Compensation Fees - The client acknowledges that the company will charge a commission fee applicable on both the entry and execution of each trade the company performs on their behalf. The commission fee as stated in the trade confirmation agreement equates to 1% on the entry of the share purchase followed by a 1% on the profits generated by the company not including the initial capital sum invested.

Error Notification - Should the Client suspect an error on any transactional report, statement or other notice involving their account, The Client must promptly notify **Arcadia Group** It will be presumed that all statements and transactional reporting are correct unless written notification is received within 10 days from the date of the delivery of said statement or transactional report. It is The Client's sole responsibility to seek clarification of entries that they do not clearly understand. All correspondence sent to the address of record are presumed to have been delivered to The Client personally whether or not actually received.

Order Entry Services – Arcadia Group may make available services (hereafter in this section referred to as the services) allowing Clients to use telephone, electronic or online services, or other means to place orders and obtain market data and other information. These services at times require the use of a number or password. Responsibility for the confidentiality and use of any and all access numbers, passwords, and account numbers, and for all securities and other transactions initiated through these means is solely The Client's and theirs alone. Any orders communicated to Arcadia Group through these means are treated as if sent directly. Arcadia Group will not be liable for lost profits, trading losses, or other damages resulting from delays or loss of use of the services or from defective or unavailable market data. In any case, The Broker's liability arising from any claim (whether in contract, tort, or otherwise) relating to or arising out of the services or market data will not exceed the amount The Client has paid for use of the services or market data.

Losses Due to Extraordinary Events – Arcadia Group shall not be liable for any loss caused directly or indirectly by natural disasters, government restrictions, war, exchange or market rulings, and extraordinary market volatility, exchange conditions, trading halts or any other conditions beyond their control. Further, in acting hereunder, The Client acknowledges and agrees that The Broker shall not be liable for any loss or other claim of injury with respect to their Brokerage Account except for any issues that are proven to be due to gross negligence or wilful misconduct.

Investment Professionals – Parties associated with The Broker may have professional designations or credentials (such as accountants, financial planners or lawyers) and be members of related professional organizations. These organizations may have standards of conduct for their members. **Arcadia Group** will not be bound by the standards of any organizations of which their investment professionals are members. It is understood that The Client's relationship with The Broker is governed by the terms under which they have hired **Arcadia Group** in this Brokerage Agreement.



ARCADIA GROUP Charles Darwin Centre 19 Smith Street, Access to level 16 Darwin City NT 0800, Australia 1300 954 137

www.arcadiagroupltd.com (19) info@arcadiagroupltd.com (19) info@ar

Power of Attorney - The Broker shall not be obligated to accept or act upon any power of attorney purportedly affecting the Brokerage Account, except as required by applicable law.

Arbitration - By signing this agreement the parties agree to a pre-dispute arbitration clause the details of which are as follows:

- (a) All parties to this agreement are, by their agreement, giving up the right to sue each other in court, including the right to a trial by jury, except for cases of gross negligence or wilful misconduct as determined by an arbitrator under the rules of the arbitration forum in which a claim is filed.
- (b) Arbitration awards will be considered final and binding; each party's ability to have a court reverse or modify an arbitration award will be limited to cases of proven gross negligence, wilful misconduct or collusion.
- (c) The ability of the parties to obtain documents, witness statements and other discovery will be generally limited to the standards of an arbitration hearing.
- (d) The arbitrators do not have to explain the reason(s) for their award.
- (e) The rules of the arbitration forum may impose time limits for bringing a claim in arbitration.
- (f) Claims that are ineligible for arbitration may be brought in court.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. All controversies that may arise between The Client and The Broker concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement) will be liable to the rules of the arbitration forum in which the claim is filed, and any amendments thereto.

Class Action - No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.