# Novatti xB Corporate Client Form



# **Australian Company**

## **Company Details**

Use this form if you are an Australian Proprietary	Company OR an Australian Public Company.	with a registered Australian Com	ipany Number
(ACN) to apply for your account with Flexewallet	Ptv Ltd.		

Full name as registered with ASIC Australian Company Number (ACN) Registered office address (cannot be a PO box) Street name and number Suburb State Postcode Country Principal place of business (if different from above and cannot be a PO box) Street name and number Suburb State Postcode Country Company Type: Public Sole Trader Proprietary Are you acting on behalf of another entity; If yes, what type? Association Trust Partnership **Authorised Signatories** This section should include any directors who are appointed as Authorised Signatories, even if the same directors are signing the Agreement section. \*Please attach clear photo ID (e.g. Drivers Licence or Passport) for each authorised signatory listed below Primary User NOTE: Primary users have their own login access, with the following access rights: Authorise - Authorise release of funds to beneficiary. Instructions - Create or amend beneficiary information. Payments - Book transfers. Quotes - View live rates. View Deals - View organisation's dealing history. Date of Birth Telephone Email Second Primary User Full Name Date of Birth Telephone Email

Account level: Authorisation for Payments: 1 to 5 maximum number of approvers of payments. (If you require additional users to access the system, fill in Appendix A)

I have included clear copies of photo ID (e.g. Drivers Licence or Passport) for ALL Authorised Signatories.

I confirm that ALL Authorised Signatories and any other individual who is authorised to act on behalf of the company are authorised to provide/release Personal Information of Beneficial Owners.

# Management and Ownership Details

COMPANY DIRECTOR(s): Please attach clear photo ID (e.g. Drivers Licence or Passport) for each director listed below

First Director (Full Name) Date of Birth Residential Address (cannot be a post office box) Suburb State Postcode Country Second Director (Full Name) Date of Birth Residential Address (cannot be a post office box) Suburb State Postcode Country Third Director (Full Name) Date of Birth Country Residential Address (cannot be a post office box) Suburb State Postcode Fourth Director (Full Name) Date of Birth Residential Address (cannot be a post office box) Suburb State Postcode Country Date of Birth Fifth Director.(Full Name) Residential Address (cannot be a post office box) Suburb State Postcode Country Date of Birth Sixth Director (Full Name) Residential Address (cannot be a post office box) Suburb State Postcode Country

<sup>\*</sup>If more than 6 directors, please provide details on a separate page

# Beneficial Owner(s)

To be completed for each natural person who is beneficially entitled to and/or controls (directly or indirectly) 25% or more of issued capital in
the company.

\*Please attach clear photo ID (e.g. Drivers Licence, Passport) for each beneficial owner listed below

Beneficial Owner 1 (Full Name)	Date of Birth			
Residential Address (cannot be a post office box)	Suburb	State	Postcode	Country
Beneficial Owner 2 (Full Name)	Date of Birth			
Residential Address (cannot be a post office box)	Suburb	State	Postcode	Country
Beneficial Owner 3 (Full Name)	Date of Birth			
Residential Address (cannot be a post office box)	Suburb	State	Postcode	Country
Beneficial Owner 4 (Full Name)	Date of Birth			
Residential Address (cannot be a post office box)	Suburb	State	Postcode	Country

# Complete this part only if listed public company

IF LISTED PUBLIC COMPANY
Name of Stock or Securities Exchange

IF MAJORITY-OWNED SUBSIDIARY OF A LISTED PUBLIC COMPANY Name of Parent Company

Beneficial Owner 1 (Full Name) Date of Birth

## **Corporate Client Agreement**

I/We have read, understood and agree to the attached corporate client agreement and acknowledge that the corporate client agreement will govern all future transactions that I/we enter into. Sign for and on behalf of the Client.

Please note: If the Company has more than one director, please ensure that two directors, or a director and a company secretary sign and print their names.

Full Name		Full Name	
Sign	Date	Sign	Date
	'		'
Director	Company Secretary	Director	Company Secretary

## **Terms and Conditions**

#### 1. THIS AGREEMENT

- 1.1 Capacity. These Terms and Conditions apply to registered domestic and international companies, registered associations, registered co-operations, corporate trustees, limited liability partnership or other partnerships having separate legal personality, government bodies or other statutory bodies ("the Client" or "You") who are dealing with Flexewallet Pty Ltd (ACN 164 657 032) and related entities ("Flexewallet", "us" or "we") through any of our Websites or platforms.
- 1.2 Structure of this Agreement. These Terms and Conditions constitute a Master Agreement that applies to all Transactions that you subsequently enter into with us. The specific transactional details of each Transaction, including the currencies to be exchange and the amount of the transaction, will be agreed separately when you book the Transactions; they will constitute separate agreements in their own right, but will incorporate these terms and conditions.
- 1.3 Other Documents. You acknowledge that you have been provided with copies of the following documents in accordance with, to the extent applicable, the requirements of the Corporations Act:
- i. Our Product Disclosure Statement ("PDS").
- ii. Our Financial Services Guide ("FSG").
- iii. Our Website Use Agreement.
- iv. Our Privacy Policy.
- 1.4 You accept this Agreement. By visiting our Website and/or using our services, you confirm that you accept and agree to this Agreement. If you do not agree, please do not use our services.

## 2. OUR SERVICE

2.1 Foreign Exchange Services. Novatti Trading FX Pty Ltd (ACN 645 493 161) is a related entity of Flexewallet and is an Authorised Representative of Aurora Capital Markets Pty Ltd (ACN 165 534 958), who hold an Australian Financial Services Licence (AFSL No. 490749). Aurora Capital Markets Pty Ltd authorises Novatti Trading FX Pty Ltd to provide foreign exchange products and services. We offer Spot Contract services, the details of which are outlined in our PDS. The Spot Contract services are provided by Novatti Trading FX Pty Ltd. You should read our PDS before signing this agreement so that you understand exactly how our service operates.

- 2.2 No Margin or Speculative Trading. We do not offer any form of margin or speculative trading facilities. When you enter into a Transaction, you must delivery to us the full amount to the funds you are transferring within 48 hours.
- 2.3 No Exchange Rate Set-Off. We will not agree to enter into any kind of set-off arrangement that would allow you to pay us only the amount of any loss, or for us to pay you any profit, that might be realised as the result of exchange rate movements on settlement of the Transaction. 2.5 Ownership of Funds You may not enter into Transactions on behalf of third parties. You must be the owner of any funds that are the subject of a Transaction.
- 2.4 No Financial Advice. We will not take into account your specific financial circumstances or needs when we enter into a Transaction with you. To the extent that we provide you with any advice, it will relate only to the mechanics of the transaction you are proposing to enter into or to publicly available information. You must obtain your own financial advice and make your own assessment as to whether our service is appropriate for your particular requirements. You must select the type and timing of each Transaction you enter into yourself.
- 2.5 Ownership of Funds. You may not enter into Transactions on behalf of third parties. You must be the owner of any funds that are the subject of a Transaction.

#### 3. ACCOUNT ESTABLISHMENT

- 3.1 Registration. In order to transact with us you will need to register via our website. When you register with us, you automatically agree to these Terms and Conditions. Once we have verified your identity, your registration will be complete. However, you will only be able to transact once we have approved your registration.
- 3.2 Beneficiary. Once we approve your registration, we agree to establish an account dedicated to you, and you will be named as the beneficiary of the account.
- 3.3 Joint Tenants and Liability. Where you are more than one person, the account shall be established in your names as joint tenants unless you specifically advise otherwise. In any case, the parties to such joint account shall each be jointly (together) and severally (individually) liable.
- 3.4 Interest. No one except you has an interest in your account with us opened for the purposes of this Master Agreement.

#### 4. USE OF YOUR ACCOUNT

- 4.1 Your account allows you to hold, send or receive electronic money/ payments.
- 4.2 The electronic money held in your account does not expire other than when your account is closed.
- 4.3 The electronic money held in your account will not earn any interest
- 4.4 You may hold electronic money in any currencies which we support from time to time. You may convert the money held in one currency into other currencies we support from time to time. You can only perform a conversion in respect of funds that you already hold in your account, A conversion fee will apply.
- 4.5 You may withdraw money from your account at any time, however you must always have a zero or positive account balance. If your account goes into a negative balance as a result of a chargeback, reversal of a transaction, deduction of fees or any other action carried out by you, you are obliged to repay the negative balance immediately without any notice from us.

#### 5. AUTHORISED SIGNATORIES AND INSTRUCTIONS

- 5.1 Authorised Signatories. You must appoint one or more Authorised Signatories. An Authorised Signatory may have unlimited authority to give us Instructions on your behalf or you may specify the stages of a Transaction they are authorised to undertake. We will rely on Instructions received by the Individual/s appointed by you as Authorised Signatories in this Master Agreement until such time as you revoke or vary that authority by giving us 48 hours' notice in writing. If you wish to change the Authorised Signatories, you may do so by notifying us in writing.
- 5.2 Username and Password. We will issue each of your Authorised Signatories with a Username and Password in order that they may provide us with Instructions online via our platform, subject always to any limits on authorisation that you may have set in this Master Agreement. We will accept instructions pursuant to the use of the Username and Password without checking the identity of the user or their level of authorisation and you will at all times be bound by those Instructions.

## 6. TRANSACTIONS

- 6.1 Transaction Binding. If you wish to enter into a Transaction, you may do so by giving us Instructions online via our platform. The Transaction will be legally binding on you when we receive your Instructions in accordance with this clause 6 or clause 7.
- 6.2 Online Transaction. You can instruct us to send your funds overseas immediately (ie. within the next 48 hours) by providing us Instructions for a Spot Contract on our online platform. If you enter into a Transaction online, the Transaction will be legally binding on you as soon as we receive your electronic Instructions. We will provide you with confirmation of the Transaction Details on the screen at the time you book the Transaction, but we will not provide you with any subsequent confirmation of any kind, unless you request it.
- 6.3 Cancellation. Once a Transaction has become legally binding, you may not cancel the Transaction in any circumstances. You may only take action to correct any of the Transaction details set out in the Deal Confirmation if the Deal Confirmation does not reflect the transaction details that have already been agreed.
- 6.4 Out-of-Market Quotes. If we quote you a Rate that is clearly a mistake on our part ("Out-of-Market Quote") as the result of a technical or human error, it is not binding on us. You must notify us as soon as the mistake comes to your attention and we will requote the Rate as soon as possible.
- 6.5 Prompt Performance by You. You acknowledge that exchange rates can fluctuate rapidly, so the Spot Rate we quote you for a particular Transaction is contingent on the prompt performance of your obligations. You must Deliver the funds to us within 48 hours for immediate transfer. We reserve the

right to requote the Rate if you do not provide us with requested information or funds on time.

#### 7. PAYMENT

- 7.1 Spot Contract Payments. You must initiate payment into our nominated account of the full amount required to settle a Spot Contract on the day the Transaction becomes legally binding in accordance with clause 6. If we have not received the funds within 2 business days, we reserve the right to Close Out the Transaction in accordance with clause 8.
- 7.2 No Cash or Cheques. You acknowledge that we do not accept cash or cheques. You agree to make all payments to our account electronically and you acknowledge that we will transmit your funds by electronic means only.
- 7.3 Beneficiary Account. You must provide us with full details of your Beneficiary Account, including the full name and address of the account holder and the full name and address of the beneficiary bank, on or before the date that we nominate. If you fail to do so, we reserve the right to Close Out the Transaction in accordance with clause 8.
- 7.4 Beneficiary Account Number. We will rely solely on the account number you give us for your Beneficiary Account and will not check to ensure that the name provided by you accords with the account number you have given us.
- 7.5 Full Amount. All payments must be received by us in cleared funds and for the full amount being transferred, including any transaction fees that may be payable and any service fees that have been requested by us or any third party, before we will credit your Beneficiary Account. In the event that we agree to make a payment for you without having received the full amount, you acknowledge that we are not waiving our right to ask you for the full amount after the Transaction has been processed.
- 7.6 Funds Held by Us. You acknowledge and agree that we do not hold your funds on trust and will not put your funds into a separate bank account.
- 7.7 No Interest Paid. You acknowledge that we will not pay to you any interest on any funds held by us.

## 8. CLOSING OUT AND TERMINATION

- 8.1 Closing Out Transactions. We may refuse to perform a Transaction or to Close Out a particular Transaction and all current Transactions that you have with us, immediately and without notice to you.
- If you fail to make any payment when it is due;
- ii. If you fail to provide any material information we have requested;
- Any information you have provided to us or any warranty you have given to us is or becomes, in our opinion, materially inaccurate, incorrect or misleading;
- iv. On the occurrence of an Insolvency Event;
- If the performance of our obligations under this Master Agreement become illegal;
- vi. If a serious dispute has arisen between us; or
- vii. If you breach a material term of this Master Agreement or of any Transaction.
- 8.2 Consequences of Closing Out. When we Close Out any or all of the Transactions that you have entered into, we buy back the currency that we have bought for you when you entered into the Transaction at prevailing market rates chosen by us in good faith. If the value of the currency you have asked us to exchange has strengthened, a loss will be incurred on the Transaction and you will be liable to pay us the amount of that loss, together with any expenses, premiums, commissions or other fees incurred by us.
- 8.3 No Payment of Profit. We will not pay you any profit arising from Closing Out a Transaction in any circumstances.
- 8.4 Payment of Loss. You acknowledge that the amount of

any loss realised on the Closing Out of a Transaction is a debt payable by you and agree that we may immediately deduct the total amount of any loss (together with any expenses, premiums, commissions or other fees) from any funds we hold in relation to any Transaction. If the amount we are seeking to recover exceeds the amount of any funds held by us, you agree to pay the balance within 7 days of being notified by us of the total amount due.

- 8.5 Default Notification. You must notify us immediately if you become aware of any event referred to in Clause 8.1 above.
- 8.6 Notice of Monies Due. If we Close Out a Transaction, we will send you a written statement explaining the amount of any sums that may be payable to us and the amount of any sums being withheld by us.
- 8.7 Termination by either party. This Master Agreement may be terminated at any time by either party giving 5 Business Days written notice to the other party.

# 9. ANTI MONEY LAUNDERING AND COUNTER- TERRORISM FINANCING ("AML/CTF")

- 9.1 AML/CTF Compliance. You undertake that you will not knowingly do anything to put us in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws). You undertake to notify us if you become aware of anything that would put us in breach of AML/CTF Laws.
- 9.2 Due Diligence. We are required by law to carry out all necessary security and customer due diligence checks on you in order to provide any services to you. You agree that we may make, directly or through a third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports.
- 9.3 Provision of Information. If requested, you undertake to provide additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/CTF Laws in Australia or an equivalent overseas jurisdiction.
- 9.4 No Grounds for Suspicion. You undertake that you are not aware and have no reason to suspect that:
- The money you are transferring is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities); and
- The money you are transferring will be used to finance, or in connection with, Illegal Activities.
- 9.5 Consent to Collection of Information by Us. We are subject to AML/CTF Laws. You consent to us disclosing in connection with AML/CTF Laws any of your Personal Information (as defined in the Privacy Act 1988 (Cth)) we may have. For Authorised Representatives providing Personal Information of Beneficial Owners, please refer to clause 15.2.
- 9.6. Freezing or Blocking Transfer of Funds. In certain circumstances, we may be obliged to freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your account.
- 9.7 Right to Refuse to Provide Our Service. If You fail to provide Us with any information that we are required to collect under the AML/CTF Laws, we retain the right, at any time, to refuse, in our sole discretion, to provide the service.

#### 10. TAX IMPLICATIONS

10.1 There may be tax implications associated with Transactions you enter into with us. We encourage you to seek professional tax advice before entering into any Transactions with us.

#### 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Any and all texts, pictures, charts, sound files, animation files, video files and other content and files provided by us or our affiliates are our intellectual property or the intellectual property of third parties and are protected by copyright, trademark rights, or other intellectual property rights.

11.2 You shall use these materials solely as necessary in relation to the services, and neither change nor configure, modify or transfer the software to third parties and shall use the same only to the extent granted under these Terms and Conditions. You must comply with the terms and conditions of use and licence regulations notified by the author or us in respect thereof.

#### 12. DISPUTES

12.1 Internal Disputes Procedure. If you have a complaint, you can contact us via:

Phone: +61 03 9013 0066

Mail: P.O. Box 171, 380 Bourke Street, Melbourne, VIC,

Australia, 3001

Email: xb@novatti.com

We will handle all complaints according to our internal dispute resolution procedure.

Our dispute resolution procedure requires that we acknowledge your complaint within 24 hours, provide an initial response to your complaint within 5 days, and provide a final response within 30 days. The period of 30 days may be extended in exceptional circumstances.

12.2 Australian Financial Complaints Authority. After 30 days, if you are not satisfied with the outcome of our internal disputes procedure, you have the right to complain to the Australian Financial Complaints Authority (AFCA). AFCA provides independent financial services complaint resolution which is free for consumers.

You can contact AFCA via:

Mail GPO Box 3, Melbourne VIC 3001

Phone 1800 931 678 Fax 03 9613 6399 Website www.afca.org.au Email info@afca.org.au

- 12.3 Arbitration. If your dispute does not fall within the rules of the AFCA, you may submit the dispute to arbitration to be determined by the Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules, the Arbitrator will be a person recommended by the New South Wales Chapter of the Institute of Arbitrators and Mediators of Australia. You agree to accept the determination of the arbitrator.
- 12.4 Legal Action. Nothing in this clause prevents either of us from approaching a court either for an urgent injunction or to appeal the decision of an arbitrator and nothing prevents us from taking immediate legal action to recover any amounts that you may owe us as the result of Closing Out a Transaction/s under clause 8.

### 13. LIMITATION OF LIABILITY

13.1 No Liability for Delays. You acknowledge that delays in the transmission and receipt of payments may occur. In particular, you acknowledge that we operate an online dealing platform that could be subject to technical, or other, problems, the nature and duration of which may be beyond our control. Our service also involves the use of intermediaries who are outside our control. Accordingly, while we do everything in our power to ensure the timely transmission of funds, we cannot guarantee that transfers of funds will always be made on time and cannot accept any liability to you for any loss suffered by you as a result of any delays in the transmission of funds.

13.2 Liability Limited. We do not in any circumstances assume liability to you in excess of the amount of money you have actually paid to us in relation to any particular Transaction. We will not be liable to you for any form of consequential damages or loss that you may suffer as a result of:

- i. Delays in the transfer of your funds, or
- ii. Our refusal at any time to transfer your funds.

Without in any way limiting the effect of this clause or any other clause of this Master Agreement, "consequential damages" shall be taken to include damages arising from loss of business,

- Loss of opportunity to realise a gain as a result of foreign exchange fluctuations;
- ii. Loss of any other opportunity, or
- iii. Loss of interest on funds.

For the avoidance of doubt and without limiting any other provision of this Master Agreement:

- a. If your funds are sent to the wrong account or otherwise fail to reach your Beneficiary Account as the result of a mistake made by us, we will credit your Beneficiary Account in the full amount of the funds you expect to receive (subject always to your obligations under clause 7.2), but that shall be the full extent of our liability to you;
- b. If we Close Out or refuse to process one or more of your Transactions for any reason, we shall refund to you any funds that we hold on your behalf, but that shall be the full extent of our liability to you.

#### 14. CLOSING OUT

- 14.1 Your Warranties. You agree that the following statements are true and accurate, and you acknowledge that we may refuse to process, or Close Out, a Transaction if we find at any stage that they are not true and accurate:
- You are incorporated and/or registered and have full authority to enter into this Master Agreement and any Transaction/s;
- ii. You are the owner of the money being transferred;
- iii. You will inform us if you are acting as:
  - a) A corporate trustee of a trust; or
  - b) A corporate partner of a partnership;
- iv. If you are acting as a corporate trustee of a trust, you are properly authorised to enter into this Master Agreement and any Transactions in accordance with the terms of the relevant trust deed;
- You have a valid commercial reason for entering into each Transaction and will not enter into any Transaction for speculative purposes; and
- vi. In making a decision to enter into a Transaction, you will not rely on any market-related information that may be provided from time to time by us on our website or by our employees or consultants.
- 14.2 Your Indemnity. You agree to indemnify us for any costs, expenses or fees we may incur as a result of your failure to perform your obligations under this Master Agreement, whether they arise under clause 8 or in some other way. This includes any legal costs, on a solicitor and own client basis, that we may incur in order to enforce our rights or recover any amounts you owe us. You also agree to indemnify us for any fees, costs, duties and taxes charged by third parties in relation to the Transactions you enter into, including fees charged by your beneficiary bank, whether or not those fees or charges were notified to you in advance.

#### 15. PRIVACY

15.1 In this clause 15, "you" means any Authorised

Representative.

- 15.2. Personal Information of Authorised Representatives. You acknowledge that, in order to provide our service to the Client, we must collect your Personal Information. The Client warrants that it has given you a copy of this clause 15. If you refuse or fail to provide any requested information, we may not be able to process any Transaction/s for the Client. Pursuant to clause 15.4, we may also ask you, as an Authorised Representative, to provide Personal Information of Beneficial Owners. When you give us Personal Information of Beneficial Owners, you represent that you are authorised to do so and agree to inform any Beneficial Owners of the contents of this clause 15 and our Privacy Policy as it relates to them.
- 15.3 Contact Us. If you have any questions about the collection and use of your Personal Information, you may contact our Compliance Officer at compliance@novatti.com.
- 15.4 Access to your Personal Information. You may obtain access to most Personal Information we hold about you by contacting our Compliance Officer. Sometimes there may be a reason why access will not be possible. If that is the case, you will be told why.
- 15.5 Purpose of Collection. We collect your Personal Information in order to provide our products and services to the Client and to satisfy our regulatory obligations under AML/CTF Laws. We are required under AML/CTF Laws to collect Personal Information of individuals (being a natural person or persons) who ultimately own or control (whether directly or indirectly) the Client (Beneficial Owners). We are required to collect Personal Information of Beneficial Owners to assist us to verify information about the beneficial ownership and control of our clients.
- 15.6 Organisations who may receive your Information. We may provide your Personal Information to our intermediary bankers and to any government regulatory bodies that normally require it or may request it. We may also provide your Personal Information to any partners, agents or intermediaries who are a necessary part of the provision of our products and services.
- 15.7 Information Correct and Up to Date. You must ensure that all information you give to us is accurate and up-to-date at all times. You must tell us if any details change as soon as practicable.
- 15.8 Protection of Information. We collect and store all information electronically and take all reasonable steps to protect information from unauthorised access, but we cannot accept liability for unauthorised access or use of information.
- 15.9 Retention of Information. Any information collected by us may be kept or destroyed in accordance with our information retention policy.
- 15.10 Electronic Databases. You acknowledge and agree that we may access any electronic databases necessary to assist us to identify you and to assess your credit worthiness.

#### 16. MISDIRECTED FUNDS

- 16.1 Your Mistake. If your funds are sent to the wrong account as the result of a mistake made by you, and we have acted in accordance with your Instructions, we will be under no obligation either to recover the funds or to resend the funds to the correct Beneficiary Account. You will need to book a new Transaction.
- 16.2 Our Mistake. If your funds are sent to the wrong account as the result of a mistake made by us, we will take urgent action at our own expense to recover those funds, provided that you take immediate action to assist us to recover any such funds if the mistaken beneficiary is related to you or associated with you in some way.

#### 17. GENERAL

17.1 Notices. Where notice in writing is required under this Master Agreement, it may be sent by fax, post or email. Proof

of posting will be proof of receipt; in the case of facsimile or email on the day of dispatch, in the case of delivery by post 48 hours from the date of posting. Documents shall be sent to the last known postal address, email address or fax number you have given to us. If they change, you must notify us as soon as possible.

17.2 Modification of this Master Agreement. We may alter some of the terms of this Master Agreement by posting the new terms on our website. This will not affect any rights or obligations you already have, but you will be bound by the new terms when you enter into subsequent Transactions.

17.3 Governing Law. This Master Agreement shall be interpreted in accordance with the laws of Victoria, Australia and you submit to the jurisdiction of the courts of Victoria, Australia.

#### 18. DEFINITIONS

Authorise means authorise the stage of a Transaction when we transmit your funds from our account to your to your nominated beneficiary account.

Authorised Representative means an individual who is duly authorised to execute this Master Agreement or an Authorised Signatory.

Authorised Signatory means an individual appointed and authorised by you to provide Instructions to us on your behalf.

Auto-Confirm Transaction means a Transaction that has been booked online and has been processed by us automatically.

Beneficiary Account means the account to which you are sending your funds.

Booking means booking a Transaction by providing us with all of the relevant Transaction details.

Business Day means a day on which we are open for business which shall not include Saturday and Sunday, New Year's Day, Christmas Day, Boxing Day, but will include Good Friday and Easter Monday.

Close Out means any action we may take to close out, cover or reduce our exposure in relation to a Transaction including cancellation, and any action we reasonably consider appropriate in the circumstances

Deal Confirmation means a written communication, however described, provided by us confirming the details of any Transaction that you have booked online, which shall be an error correction mechanism only.

Deliver or Delivery means payment to us for the full amount of currency you are exchanging.

Insolvency Event means:

- g. A meeting has been convened, resolution proposed, petition presented or order made for the winding up of the Client.
- A receiver, receiver and manager, provisional liquidator, liquidator or other officer of the court has been appointed in relation to the Client or all or any asset the Client;
- A mortgagee or chargee has taken, attempted or indicated an intention to exercise its rights under any security under which the Client is the mortgagor or chargor;
- The Client is a domestic company and the company has become insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth);
- The Client has stopped paying its debts as and when they fall due; or
- The Client is a domestic company and the company is subject to voluntary administration under Part 5.3A of the Corporations Act 2001 (Cth).

Instructions means a request made by you to enter into a Transaction and shall be taken to include any information,

communications or documents incidental to or relating to a Transaction whether we process the Transaction or not.

Margin means the difference between the retail exchange rate we quote to you and the whole exchange rate we obtain from our provider.

Novatti means Flexewallet Pty Ltd (ACN 645 493 161), which is a wholly owned subsidiary of Novatti Group Ltd (ACN 606 556 183), a company listed on the Australian Securities Exchange (ASX Code: NOV), and its Related Bodies Corporate as defined in s 50 of the Corporations Act 2001 (Cth).

Order Confirmation means the notification we send you confirming the details of the Order you have entered into with us.

Order means an instruction pursuant to which we will enter into a Spot Transaction for you only at an exchange rate nominated by you.

Payment means payment by you to us of funds for transmission. Rate means the foreign currency exchange rate that we quote you for a Transaction.

Retail Client has the meaning given in s761G of the Corporations Act 2001 (Cth).

Spot Contract means a foreign exchange contract under which we agree to exchange money at an agreed rate within 48 hours of the contract being entered into.

Transaction means a Spot Contract and shall be taken to refer to a series of transactions pursuant to standing instructions given by you.

Websites means any websites owned by us.

# Appendix A: Additional Users

Full Name		Date of Birth	
Telephone		Email	
Creator and Approver	Creator Only	View Only  Date of Birth	
Telephone		Email	
Creator and Approver	Creator Only	View Only  Date of Birth	
Telephone		Email	
Creator and Approver	Creator Only	View Only  Date of Birth	
Telephone		Email	
Creator and Approver Full Name	Creator Only	View Only  Date of Birth	
Telephone		Email	
Creator and Approver	Creator Only	View Only	
Full Name		Sign	Date
Director	Company Secretary		