

Investor Website Terms and Conditions

Prepared Date: June 2021

This Website is intended to provide general information only without taking into account any particular person's objectives, financial situation or needs. Investors should, before acting on this information, consider the appropriateness of this information having regard to their personal objectives, financial situation or needs. We recommend investors obtain financial advice specific to their situation before making any financial investment decision.

This Website is operated by IOOF Holdings Ltd ABN 49 100 103 722 on behalf of NULIS Nominees (Australia) Limited ABN 80 008 515 633, AFSL 236465 (**NULIS**) and Navigator Australia Limited ABN 45 006 302 987, AFSL 236466 (**NAL**), which are related bodies corporate of IOOF (IOOF Group). These entities are responsible for the financial products issued by each of them respectively, including any general information provided by them.

An investment in a product issued by NULIS or NAL is not a deposit with or liability of, and is not guaranteed by IOOF or any other member of the IOOF Group and is subject to investment risk including possible delays in repayment of income and capital invested. The repayment of capital, the payment of income and any particular rate of return are not guaranteed by IOOF or any member of the IOOF Group, or any other company, unless specifically stated in the relevant Product Disclosure Statement (**PDS**) or disclosure document.

References within these Website terms and conditions to the term "Company" is a reference collectively to IOOF, NULIS and NAL and a reference to "we/us or our" is a reference to NAL and NULIS collectively.

MLC Limited ABN 90 000 000 402 AFSL 230 694 is the insurer in relation to certain insurance products available on this Website. MLC Limited is part of the Nippon Life Insurance Group and is not a part of the IOOF Group of companies. IOOF and its related bodies corporate distribute insurance products issued by MLC Limited. Insurance products issued by MLC Limited are not deposits with or liabilities of and are not guaranteed by IOOF or any member of the IOOF Group.

MLC Limited may pay benefits to IOOF and its related bodies corporate for the distribution of MLC Limited's insurance products. Please refer to IOOF's Financial Services Guide for more information.

NULIS Nominees (Australia) Limited ABN 80 008 515 633, AFSL 236465 is trustee for the following funds through which the products listed below are issued:

- **MLC Superannuation Fund ABN 40 022 701 955**
 - blueprint Retirement Plan (including Series 2)
 - Enevia Platinum Retirement Management Solution (including Series 2)
 - FC One Retirement Builder (including Series 2)
 - Portfoliofocus – Premium Retirement Service (including Series 2)
 - St Andrews Retirement Plan
- **DPM Retirement Service ABN 40 725 722 496**
 - DPM Retirement Plan (including Series 2)
- **PremiumChoice Retirement Service ABN 70 479 285 132**
 - PremiumChoice Retirement Service (including Series 2).

Navigator Australia Limited ABN 45 006 302 987, AFSL 236466 (NAL) is the operator of:

- blueprint Investment Plan (including Series 2)

- DPM Investment Service (including Series 2)
- Enevia Platinum Portfolio Investment Solution (including Series 2)
- FC One Investment Builder (including Series 2)
- Portfoliofocus – Premium Investment Service (including Series 2)
- PremiumChoice Investment Service (including Series 2)
- St Andrews Investment Plan.

You should obtain a PDS or other disclosure document relating to the product you are interested in and consider that PDS before making any decision about whether to acquire or continue to hold the product. Target Market Determinations (TMDs) for relevant products are also required to be made. To obtain a copy of the PDS (or other disclosure documents) and TMD you can review this Website or call us on:

blueprint Client Services

Phone 1300 852 933

DPM Client Services

Phone 1300 367 236

Enevia Client Services

Phone 1300 852 966

FC ONE Client Services

Phone: 1300 853 244

Portfoliofocus Client Services

Phone 1300 769 613

PremiumChoice Client Services

Phone 1300 880 054

St Andrew's Client Services

Phone: 1300 769 815

Your use of this Website is governed by the terms and conditions on this Website including, without limitation, in the Website terms and conditions. Your application for, and use of, your password to access the Secured Site, and your access to and use of, the Website, indicates acceptance of these terms and conditions in relation to the Website. The Company agrees to allow you to access and use the Website, and you agree to such access and use, on the following terms and conditions.

You should carefully read these terms and conditions before using the Website.

1. Unauthorised use of password and customer number

Your password and security access to the Secured Site is password protected and you cannot access the Secured Site until your registration has been approved. Once your registration has been approved, the Company will issue you with a username/login ID and, if applicable, a password.

If you know, or ought to reasonably know, that an unauthorised user knows or may know your username/login ID or password, you must inform us immediately.

You'll be liable, and we won't be liable, for any unauthorised use of your username/login ID or password if the unauthorised transaction occurs before you notify us that your username/login ID or password may be known by an unauthorised person.

You won't be liable for an unauthorised transaction using your username/login ID or password which occurs after you notify us if:

- (a) You give us all assistance we require in investigating the unauthorised transaction or transactions; and

- (b) You were in no way responsible for the username/login ID or password becoming known to an unauthorised user.

If your username/login ID or password becomes known by an unauthorised user as a result of your act or omission, or your failure to comply with these terms and conditions, you'll be liable for all unauthorised use, whether it occurs before or after you notify us.

2. Transaction terms

The Company is entitled to act on any Message validated by a password and username/login ID allocated to you or your organisation by the Company and to assume that such Messages originated from the person to whom the password and username/login ID have been issued, whether or not that Message in fact originated from you or your organisation.

3. Use of the Share Trading Facility on this Website (authorised users only)

Neither NULIS nor NAL is a share broker and they use the services of their preferred share broker (**Preferred Share Broker**) to execute trades in approved listed securities. All share trading via this website is subject to the Preferred Share Broker's terms and conditions of trading.

When you submit an order for a share trade via this website, we will forward your trading instructions to our Preferred Share Broker for execution. Our Preferred Share Broker will then place a corresponding order into the ASX or Chi-X market during normal trading hours. If the market is not in normal trading an order will be placed during the next normal trading period.

When you submit an order for a share trade through this website, you agree to give the acknowledgments and undertakings set out in Schedule A.

4. Risks to you

You must:

- (a) keep your password and username/login ID secure and confidential;
- (b) immediately notify the Company if you become aware or suspect that another person knows or has used your password or username/login ID or that your password or username/login ID is lost or stolen;
- (c) not disclose your password or username/login ID to any other person or record your password or username/login ID in a way that would allow another person to identify your password or username/login ID;
- (d) not permit any other person to use your password or username/login ID; and
- (e) only access the Secured Site by using the password and the username/login ID and you must not access or attempt to access the Secured Site by using another password or username/login ID.

5. Content and availability of Website

The Company will use its reasonable endeavours to provide access to this Website on a 24 hour basis. The Company reserves the right, in its absolute discretion, to delete, alter or move the type and content of the Material posted and/or made available on the Website from time to time and the Company does not guarantee that the Material will be continuously available or that it will be error free.

6. Material on the Website

The Material on the Website may not necessarily be accurate, correct or up-to-date. While we have taken all reasonable care in producing this information, changes in circumstances may occur at any time and may impact the accuracy of the information. Neither we nor IOOF Holdings Ltd or any of our directors or employees give any warranty, make any representation as to, or accept responsibility for, the accuracy, reliability, timeliness or completeness of the information on this Website, now or in the future. To the maximum extent permitted by law, the Company, its directors and employees disclaims any liability to any person arising out of any action or failure to act, in accessing, downloading, uploading, using or relying on or dealing in any way with any Material from the Website.

Links to other sites are provided for your convenience only. Any such links don't constitute or imply endorsement or recommendations of any other company, product or service or any affiliation between the Company and other organisation. The Company does not control and is not responsible for the content of any other site accessed via links from this site.

7. Australian residents only

The information on the Website is prepared only for Australian residents. Any currency references are to Australian dollars unless otherwise specified.

8. Intellectual property

Unless labelled to the contrary, the Company owns copyright and intellectual property rights in all works and Material located at the Website. You must not remove or modify any notices of attribution or copyright.

9. No warranties

The Material may incorporate information obtained from third parties (including but not limited to unit prices) the accuracy of which may not have been established by the Company. Except so far as liability under any state or federal law of Australia is incapable of being excluded, the Company gives no warranty as to the accuracy, adequacy, completeness, reliability, merchantability or suitability for any particular purpose of the Material, and accepts no responsibility for any errors or omissions in the Material however arising (including but not limited to errors or omissions arising as a result of the negligence of the Company, its directors, employees, agents or representatives). The Company does not guarantee the repayment of capital or any particular rate of return from, or any increase in, the value of any product or investment referred to in the Material or in any links to the Website.

10. Personal information

If you are an employer, you:

- (a) acknowledge that, in the process of accessing and using the Secured Site, you may access Personal Information regarding or relating to your employees;
- (b) are responsible for obtaining all necessary consents from your employees to enable the Company to provide and view and manipulate, any Personal Information in accordance with these terms and conditions and to ensure that such use does not infringe the Privacy Laws;
- (c) will keep and maintain appropriate systems and controls to ensure that only your authorised personnel will have access to Personal Information;

- (d) will observe all Privacy Laws governing the collection, use, disclosure and protection of Personal Information in respect of all Personal Information provided by the Company to you, or to which you have access, in the course of accessing the Secured Site;
- (e) will promptly follow any reasonable direction of the Company in relation to Personal Information; and
- (f) indemnify and hold the Company and its directors, employees and agents indemnified against any action or claim relating to or otherwise in connection with the provision of Personal Information to or by the Company or in connection with any breach of the Privacy Laws by you, your employees or agents.

11. Confidential information

You acknowledge that:

- (a) in accessing the Website or the Material, you may acquire Confidential Information from the Company;
- (b) the Confidential Information comprises information that is valuable and may cause serious damage and loss (including to third parties) if it is improperly disclosed or used.

You must hold all Confidential Information in confidence and may not make any use of it except for the purposes of, or as authorised under, these terms and conditions (or as otherwise approved by the Company), and may not disclose or permit or cause the Confidential Information to be disclosed to any person except a person authorised by the Company to receive it or where the disclosure is authorised under these terms and conditions. You are liable for any misuse of the Confidential Information by you or your employees, agents or contractors.

12. Integrity of Messages

- (a) You must ensure that all Messages sent by you to the Company are complete and accurate. The Company will not be liable for any consequences of any failure by you to perform your obligations under this clause.
- (b) Both parties agree that all Messages will have the same status that would apply if they were sent in writing, unless it can be shown that a Message has been corrupted as a result of a technical failure caused by the Company.
- (c) If there is evidence that a Message has been corrupted by the Company or if any Message is identified or capable of being identified as being incorrect, you must re-transmit that Message as soon as practicable after becoming aware that the Message has been corrupted or is, or is capable of being, incorrect, together with a clear indication that it is a corrected Message.

13. Intermediaries

You are liable to the Company for any acts, failures or omissions (including negligence and any changes in the data comprising any Message) by any intermediary used by you to transmit, log or process Messages as if they were your own acts, failures or omissions. For the purposes of these terms and conditions, any intermediary (and intermediary will include any adviser appointed or engaged by you) used by you in this manner will be deemed to be your agent.

14. Viruses

The Company does not represent or warrant that any files obtained from or through the Website or any site are free from computer viruses or other defects. Any such files are provided, and may only be used on the basis that the user assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files. The Company's liability for such an event is limited to the resupply of those files.

15. How to access and change your personal information

You can change your password via a link on the home page of the Website, or alternatively, by calling the Company. You can change your username/login ID and other personal information, such as address and contact details by contacting the Company.

16. Termination

Your access to the Website (including, where applicable, your password and username/login ID) and these terms and conditions may be terminated by the Company in its sole discretion at any time without notice. The limitations of liability and disclaimers made by the Company in these terms and conditions will survive termination of your access to the Website.

17. Definitions

In these terms and conditions:

ASX is the Australian Securities Exchange operated by the Australian Securities Exchange Limited.

Chi-X is Chi-X Australia Pty Ltd.

Company means each of the following as applicable:

- (a) IOOF Holdings Ltd ABN 49 100 103 722 and any of its associated entities;
- (b) Navigator Australia Limited (ABN 45 006 302 987 AFSL 236466) and any of its associated entities; and
- (c) NULIS Nominees (Australia) Limited (ABN 80 008 515 633 AFSL 236465) and any of its associate entities.

Confidential Information includes:

- (a) the Material;
- (b) the Website;
- (c) all other information relating to the Company, its customers or its business which is disclosed to (or is otherwise acquired by) you, your employees, agents or contractors, by or on behalf of the Company, and which is not publicly available; and
- (d) all other information disclosed in circumstances which a reasonable person would consider to be confidential.

Material means reports, opinions, financial and investment-related data, calculators, documents and other information, message or material posted and/or made available on the Website from time to time.

Messages mean all directions issued from time to time by you or the Company and transmitted electronically between the parties.

Personal Information is information that is 'personal information' within the meaning of the Privacy Laws.

Preferred Share Broker means WealthHub Securities Limited ABN 83 089 718 249 AFSL 230704.

Privacy Laws means the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic) (each as amended), the Australian Privacy Principles and other guidelines issued from time to time by the Office of the Australian Information Commissioner.

Secured Site means each of the following (as applicable):

- (a) the secured section of the website at wealth.mlc.com.au; and
- (b) which can be accessed by employers, members, investors or other persons who have applied to the Company for, and been issued with, a password to access the secured sections.

Website means each of the following (as applicable):

- (a) the website available by following this link: <https://investinfo.com.au/premiumchoice>
- (b) the Secured Site.

you means the person accessing the Website and **your** has a corresponding meaning.

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Schedule A: Preferred Share Broker Trading Terms and Conditions

1. Trading in Listed Securities – Prohibition of Market Misconduct

You acknowledge that:

- (a) the *Corporations Act 2001* prohibits:
 - (ii) *Insider trading* (trading in listed securities whilst in possession of information which is not generally available and if it were a reasonable person would expect it to have a material effect on the price or value of the relevant financial product);
 - (iii) *Market manipulation* (trading in listed securities in a way which has the effect of creating or maintaining an artificial price for trading in financial products on ASX or Chi-X); and
 - (iv) *False trading and market rigging* (trading in a manner that has or is likely to have the effect of creating a false or misleading appearance of active trading in financial products on ASX/Chi-X, with respect to the market for, or the price for trading in, financial products on those markets – including
 - (A) no change of beneficial ownership trades (trades that does not involve any change in the beneficial ownership of the products)
 - (B) wash trades – making an offer to buy/sell at a particular price while knowing that you or an associate has sold/bought or intends to sell/buy the same number, or substantially the same number, of those financial products at a price that is substantially the same).

These provisions are referred to in these terms and conditions as “the Market Misconduct Provisions”.

- (b) Your orders will be directed to the Preferred Broker’s Straight Through Processing system (“STP”), and may be routed directly to the ASX or Chi-X trading platform (as applicable) without any manual intervention or duplicate processing;
- (c) as a Trading Participant of ASX and Chi-X, the Preferred Share Broker is obliged at all times to ensure the conduct of an orderly market, and to prevent orders being placed where the Preferred Share Broker reasonably suspects that the order may breach the Market Misconduct Provisions.
- (d) as the provider of an STP system, the Preferred Share Broker is also obliged to:
 - (i) have in place appropriate automated filters, to ensure that the use of that system does not interfere with the efficiency and integrity of the relevant market and the proper functioning of the trading platform; and

- (ii) ensure that authorised users of the STP system have adequate knowledge of the order entry system and the requirements of the market operator that are relevant to the type of order submission facilities available to that person.

2. Use of the Preferred Broker's Straight Through Processing system

You acknowledge and agree that:

- (a) prior to using the Preferred Share Broker's STP system, you have read and understood these terms and conditions and the Share Trading section of the Investor Online User Guide;
- (b) you will not place orders via the Preferred Share Broker's STP system which will or are likely to result in a breach of the Market Misconduct Provisions;
- (c) your orders will pass through filters set by the Preferred Share Broker. The Broker is not obliged to tell you what these filters are and may amend them from time to time for legitimate business, prudential or regulatory reasons without notification to you;
- (d) your orders may be referred to a Designated Trading Representative of the Preferred Share Broker for review, and the Preferred Share Broker may decide not to accept your order if it believes that your instructions breach (or may breach) any law, statutory regulation, or any other regulatory requirements, including without limitation, the Market Misconduct Provisions, and the Rules and regulations of the relevant exchange as prescribed by ASIC, the ASX and/or Chi-X Australia.
- (e) The Preferred Share Broker is not liable for any delay in the review, placement or denial of your order in these circumstances.

3. Cancellation of orders & reinstatement

You acknowledge that:

- (a) the ASX and Chi-X have the power to cancel or amend, or require the cancellation or amendment of market transactions and crossings and that where the ASX or Chi-X decides to exercise these powers you and the Broker are bound by that decision;
- (b) the ASX and or Chi-X may purge orders placed through the Preferred Share Broker in accordance with the Rules, and the procedures, customs and practices of the ASX or Chi-X (as the case may be);
- (c) in the event of the ASX and or Chi-X purging orders that you have placed through the Preferred Share Broker:
 - (i) is not obliged to provide any notification to you; and
 - (ii) will not reinstate the orders without your further instructions.

4. Crossings

You acknowledge and agree that it is possible for an order placed by you to be matched with another order also placed by the Preferred Share Broker. This "crossing" may be with an order by another client of the Preferred Share Broker or a related body corporate of the Preferred Share Broker. The Preferred Share Broker may as a result receive brokerage from both clients.