

UBS Neo: *System Use Agreement*

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By authorising and accessing UBS Neo, you acknowledge and agree as follows:

By accessing UBS Neo, you are a retail client or private individual and will be leaving the website of your superannuation fund (the Fund) and will be redirected to UBS Neo ("the Site"), a UBS website.

The materials on the UBS Neo site are distributed in Australia by UBS AG (ABN 47 088 129 613, Holder of Australian Financial Services Licence No. 231087) and or UBS Securities Australia Limited Ltd (ABN 62 008 586 481, Holder of Australian Financial Services Licence No. 231098) ("UBS-SA"), which is a subsidiary of UBS AG, and other related bodies corporate of UBS AG, collectively referred to as "UBS".

UBS AG, Australia Branch is a foreign Authorised Deposit-taking Institution ("foreign ADI") under the Banking Act 1959 (Cth), and is supervised by the Australian Prudential Regulation Authority. However, it is important for you to note that should you make a deposit with UBS AG, Australia Branch in connection with the services UBS AG, Australia Branch provides you, that deposit will not be covered by the provisions in the Banking Act 1959 (Cth) for the protection of depositors as those provisions do not apply to foreign ADI's including UBS AG, Australia Branch. For example, depositors with foreign ADIs do not receive the benefit of the following protections:

- Deposits are not covered by the financial claims scheme and are not guaranteed by the Australian Government;
- Depositors do not receive priority ahead of amounts owed to other creditors. This means that if a foreign ADI was unable to meet its obligations or suspends payment, its depositors in Australia would not receive priority for repayment of their deposits from the foreign ADI's assets in Australia;
- A foreign ADI is not required to hold assets in Australia to cover its deposit liabilities in Australia. This means that if the foreign ADI was unable to meet its obligations or suspends payment it is uncertain whether depositors would be able to access the full amount of their deposit.

UBS Securities Australia Ltd is a subsidiary of UBS AG. However, it is not an authorised deposit-taking institution under the Banking Act 1959 (Cth). The obligations of UBS Securities Australia Ltd do not represent deposits or other liabilities of UBS AG, and UBS AG does not stand behind, support or guarantee UBS Securities Australia Ltd in any way.

The UBS Securities Australia Limited Ltd Financial Services Guide is available at www.ubs.com/ecs-fsg.

Access to UBS Neo is on the terms and conditions set forth in this System Use Agreement and other applicable terms and conditions that UBS makes available upon accessing the Site, including but not limited to terms within documents available on the Site (eg the disclaimer embedded in research available on Neo) and applicable terms made available in the Legal Centre of the Site ("**Legal Centre Documents**"). This Agreement may be amended by UBS at any time and UBS is under no obligation to notify you of such change. Continued use of the Site will constitute acceptance of such amended terms.

You hereby agree that all applicable Legal Centre Documents are legally binding on you and that you will immediately and thereafter regularly monitor the Legal Centre for such new, amended, updated, deleted or replaced Legal Centre Documents. In any case you hereby agree that any new Legal Centre Documents or any amendment, update, deletion or replacement of any Legal Centre Documents are deemed to take effect for you as soon as they are made available (unless explicitly stated otherwise). UBS may, but is under no duty to, bring new Legal Centre Documents or any amendments, updates, deletions or replacements to the Legal Centre Documents to your attention.

If you disagree with any new Legal Centre Documents or any amendments, updates, deletions or replacements of the Legal Centre Documents applicable to you or to these terms, you should immediately cease using UBS Neo and immediately notify UBS.

You agree that your continued use of the Site shall constitute your final and irrevocable acceptance of such new Legal Centre Documents or any amendments, updates, deletions or replacements of the Legal Centre Documents or these terms.

Your acceptance of these terms by clicking the "ACCEPT" button at the end of this Agreement is acceptance of the terms and conditions set forth in this document and any other terms and conditions that UBS makes available upon accessing the Site (including but not limited to terms within documents available on the Site and terms made

available in the Legal Centre of the Site) and is legally binding and will be recorded by UBS.

General Terms and Conditions of Access

1. You agree that UBS may give you its Financial Services Guide by making it available on a website.
2. The Site, including all its contents, features and functionality is provided by UBS for general informational purposes only. It is not directed to, or intended for use by, any person who is a citizen or resident of or located in any locality, state, country or other jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or would subject UBS to any registration or licensing requirement within such jurisdiction.
3. No representation or warranty, either express or implied, is provided in relation to the fitness for a particular purpose, accuracy, completeness or reliability of information contained on the Site or that access or use of the Site will be uninterrupted or error free. UBS does not undertake to update or keep current the contents of the Site. Any opinions expressed on the Site may change without notice and may differ or be contrary to opinions expressed by other business areas or groups of UBS.
4. No consideration has been given by UBS to your specific investment objectives, financial situation or particular needs in relation to the contents and material presented on the Site and you should, before acting on information on the Site consider the appropriateness of the information, having regard to your objectives, financial situation and needs. If information on the Site relates to the acquisition, or potential acquisition of a particular financial product by a 'Retail' client as defined by section 761G of the Corporations Act 2001 where a Product Disclosure Statement would be required, the retail client should obtain and consider the Product Disclosure Statement or other relevant disclosure document relating to the product before making any decision about whether to acquire the product.
5. Nothing contained within the Site is to be construed as or constitutes a solicitation or an offer to buy or sell any securities or related financial instruments. Nothing contained within the Site constitutes a representation that any investment strategy or recommendation is suitable or appropriate to your individual circumstances or otherwise constitutes a personal recommendation. Investments involve risks, and investors should exercise prudence and their own judgement in making their investment decisions.
6. The Site and its contents are not intended to be a complete statement or summary of the securities, companies, financial products, markets or other matters referred to on the Site nor an endorsement of the same. Certain financial products referred to in the Site may not be suitable to all investors and may not be available in all jurisdictions.
7. You acknowledge that neither the Site nor its contents, constitutes investment, legal or professional advice or a personal recommendation and that UBS is not acting as your financial, legal or other adviser or fiduciary. The contents of the Site should not be construed as a substitute for such advice. You should not rely on the Site or related information in relation to any decisions (investment or otherwise), which you shall make independently. You acknowledge that interpretation of content relies on you making or obtaining independent, professional, real-time market analysis and, if you so determine, third party advice.
8. All investment in financial products involves a degree of risk. The value of any investment or income may go down as well as up, and investors may not get back the full amount invested. Past performance is not necessarily a guide to future performance. Any prices stated on the Site are for information purposes only and do not represent valuations for individual securities or other financial instruments. There is no representation that any transaction can or could have been effected at those prices, and any prices do not necessarily reflect UBS's internal books and records or theoretical model-based valuations and may be based on certain assumptions. Different assumptions by UBS or any other source may yield substantially different results. Neither UBS nor any of its directors, employees or agents accepts any liability for any loss (including investment loss) or damage arising out of the use of all or any of the contents of the Site. Prior to investing in any financial instrument described or mentioned within the Site you should conduct your own inquiries and contact your specific financial, taxation and legal advisers.
9. UBS may have issued a warrant the value of which is based on one or more of the financial instruments referred to in the contents of the Site. UBS and its affiliates and employees may have long or short positions, trade as principal or agent and buy and sell in instruments or derivatives identified therein; such transactions or positions may be inconsistent with the opinions expressed on the Site. UBS may have acted

as market maker in financial products listed in content on the Site. UBS may have or have had a relationship with or may provide or have provided investment banking, capital markets and or other service to companies referenced on the Site. Employees of UBS may serve or have served as officers or directors of such companies. UBS may rely on information barriers to control the flow of information contained in one or more areas within UBS into other areas, units groups or affiliates of UBS. UBS has policies designed to manage conflicts of interest.

10. You will not, and will not permit any other person to download, disseminate or distribute (in any format whatsoever whether written, electronic or orally) in whole or in part any contents or publications contained within the Site, except reports which you generate through the Site for purely personal usage. The contents of the Site may not be reproduced, republished or distributed in whole or in part, without UBS' prior written consent.
11. Market data and indices displayed on the Site may only be used for personal purposes and are subject to the Market Data Terms of Use which form part of this Agreement and available in the Legal Centre. UBS may provide market data ("**Market Data**") to you through the Site and may terminate the provision of any such Market Data to any user at any time and without notice.
12. Certain Market Data may be obtained by UBS from third parties ("**Market Data Vendors**"). You agree that:
 - (a) UBS may notify any Market Data Vendor that you are a recipient of such Market Data Vendor's Market Data and provide to the Market Data Vendor relevant details, including details of usage and access of Market Data by you;
 - (b) to the fullest extent permitted by applicable law and regulations, neither UBS nor any Market Data Vendor shall be liable for the accuracy or completeness of any Market Data, for any delay, interruption, or cessation in the supply of any Market Data or for any loss or damage however caused arising in connection with any Market Data, whether direct or indirect, and including without limitation any special or consequential loss and any loss of profits, revenue or anticipated savings;
 - (c) all title, ownership rights and intellectual property rights in or relating to any Market Data shall remain in UBS or the relevant Market Data Vendor;
 - (d) you will use Market Data for personal purposes only and shall not redistribute Market Data to any third party, unless authorised by UBS or the relevant Market Data Vendor in writing. You will not use the Market Data for any illegal purpose, nor will you use the Market Data for any purpose that is competitive with the relevant Market Data Vendor; and
 - (e) you will strictly comply with any conditions, and any restrictions on distribution (including but not limited to geographic restrictions), which may be contained in any such Market Data or specified by the relevant Market Data Vendor, including without limitation the Market Data Terms of Use and which may be updated from time to time, and you warrant that you will read and agree to such Market Data Terms of Use before using the system and undertake to regularly review that Market Data Terms of Use from time to time; and
 - (f) You indemnify UBS and UBS affiliates and its and their officers, agents, directors, employees, contractors and advisors on demand against any liabilities, costs, claims, losses, expenses (including but not limited to legal fees) and damages arising out of or relating to the provision to and/or use by you of any Market Data in breach of this Agreement.
13. The Site is constantly changing and whilst UBS will take all reasonable steps to ensure that the materials and information contained within the Site are current, accurate and complete, UBS and any content provider will not be liable to you or any third party for the materials and information contained within the Site. Furthermore, UBS may provide links to third party websites or provide material produced by third parties on this site. UBS will use material provided by third parties whom it believes to be reliable but expressly disclaims all liability in relation to such materials. UBS does not assume responsibility for any such site or service. UBS does not warrant the accuracy, completeness, legality, reliability or other character of any third-party opinion, advice, communication, information or other content available through the Site.
14. Whilst all due care is taken, UBS and any content provider cannot guarantee that the Site will be free from any faults, errors or defects or that access to the Site or its content will be uninterrupted.
15. To the extent permitted by law, UBS and its related bodies corporate, directors and employees as well as any content provider will not be liable to you or any third party (whether in tort, contract or otherwise) for any loss, damage, costs, claims or expenses ("**Loss**") howsoever incurred, whether direct or indirect,

including negligence and where the Loss may be foreseen by UBS. Furthermore you acknowledge and agree that you will release and forever discharge UBS its related bodies corporate, directors and employees as well as any content provider from any claims, suits, demands or proceedings which you may bring against UBS its related bodies corporate, directors or employees or a particular content provider in any forum in connection with the provision to you of access to the Site and / or its contents its contents. You will not, under any circumstances, bring any claims of any nature (whether in tort (including negligence) or contract or otherwise) against any of UBS's directors, officers, employees, contractors or agents where such claims arise out of or in relation to the subject matter of this agreement.

16. UBS makes no warranties or representations, express or implied, to you with respect to access to, and the use of, the Site and its content and to the extent permitted by law, all warranties, conditions and representations about the Site and anything found therein are excluded. If a term is implied by law into these conditions, our liability for breach of such a term will be limited, at our option, to the supply of the services again and/or the payment of the cost of having the services supplied again.
17. You will indemnify and hold harmless UBS, its related bodies corporate, directors, employees and agents and any content provider ("**Indemnified Party**") against any loss and expenses incurred by the Indemnified Party arising from your use of the Site in breach of these terms and conditions and any loss and expenses incurred by the Indemnified Party as a result of you providing a third party with unauthorised access to the Site, whether intentionally or not.
18. You will use the Site in accordance with the terms of this Agreement, and the terms and conditions (including disclaimers) of any documents made available on the Site, and the Legal Centre Documents.
19. You aware of and will comply at all times with all applicable laws, rules and regulations ("**Applicable Regulations**"), these terms and conditions, the Legal Centre Documents, any additional terms and conditions and disclaimers presented in any part of the system and any other terms and conditions pertaining to the system and the provision of the services from time to time.
20. You will not use the system or the services for any illegal or unlawful purpose, or access or attempt to access any part of the system access to which would be denied to you by the system's normal operation and will take reasonable steps to ensure that you do not transmit any virus, bug, or disabling feature to the Site.
21. It is your responsibility not to permit access to this Site by anyone other than yourself. You are wholly responsible for any loss incurred as a result of a third party accessing the Site and UBS accepts no liability for damages or losses incurred as a result of the same.
22. You agree immediately to notify the Fund of any known or suspected unauthorized use(s) of the Site. If UBS has reason to believe that there is likely to be a misuse of the Site or information on the Site, then UBS may suspend access.
23. UBS reserves the right periodically to audit, monitor, and record (physically or electronically) the use of the Site for any reason or for no reason, such as to ensure compliance with the Terms, to maintain and improve the Site, and to investigate any complaint or reported violation of our policies and the resultant information may be used by UBS, eg for its internal business purpose or otherwise in accordance with applicable laws and regulations. UBS also reserves the right to report any activity that we suspect may violate any law or regulation to regulators, law enforcement officials, or other persons or entities that we deem appropriate.
24. All Intellectual Property Rights (including, but not limited to, trademarks, copyright, patents, trade secrets, domain names, service marks and design marks) contained within or relating to content provided through the Site are owned by UBS or its affiliates, except for any Intellectual Property Rights in the displayed indices and/or market data which are owned by the relevant stock exchange or market data vendor with whose permission UBS displays this information. You will not do anything that may in any way infringe or impede upon our ownership or use of our Intellectual Property Rights.
25. UBS may at any time and without giving notice change, suspend, terminate or withdraw the provision of all or any part of the Site, any features, material or information contained on the Site, including but not limited to, terminating your entire access to the Site or your access to any portion of the Site. Furthermore you acknowledge that a website's security and access cannot be guaranteed and that whilst all care will be taken, UBS will not be responsible for any time for which you are unable to access this site for whatever

reason or any illegal access.

26. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision will be deemed to be severed from this Agreement to the extent of that invalidity, illegality, or unenforceability.
27. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party will constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.
28. Please see the UBS Securities Australia Limited Ltd Financial Services Guide, a link to which is provided at the beginning of this agreement, for information on how and in what circumstances your personal information may be stored and used by us.
29. These terms and conditions are governed by the law in force in the State of New South Wales, Australia and subject to the jurisdiction of the courts of New South Wales, Australia.