

Portfolio Investment Scheme (PINS) - India

Terms and Conditions

Please keep these terms and conditions for future reference.

Laverne Securities Pty Ltd t/a Investor Desk

ABN: 34 629 216 477

AFS Representative number: 1269781

AFS Licensee: LAVERNE CAPITAL PTY LTD (AFSL number 482937)
ABN 20 609 554 485

Suite 6/96 Wigram Street, Harris Park NSW 2150

P.O.Box 9073, Harris Park NSW 2150

Email:

Phone:

Web:

Last Updated: 15 January 2023

Version 1.0

CUSTOMER INFORMATION AND PRIVACY

1. What information we collect

1.1. We collect information about you (such as your name, address and contact details), and information about your interactions with us, such as activity on your account. We may also collect publicly available information about you.

2. Why we collect your information and what we use it for

2.1. We collect your information because we are required to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and in order to comply with taxation laws, such as the Taxation Administration Act 1953 and the Income Tax Assessment Act 1936.

2.2. We also collect your information from you and others (such as service providers, advisers, brokers, or agents, acting on your, or our, behalf) when you apply for our products and services and when we interact with you to administer any products and services that you have with us. We also collect, use and exchange personal information when we administer:

- (a) our relationship with you;
- (b) our customer relationships; and

- (c) our customer databases, systems and internal processes, including risk management and pricing, under our arrangements with government agencies, and to identify and tell you about products and services that you request from affiliated providers and external providers for whom we act as agent.
- 2.3. If you don't want to receive marketing information you can opt out by contacting us.
- 2.4. If you give us your electronic and telephone details, you agree we may use this information to communicate with you electronically, by phone or SMS, including providing updates and reminders.
- 2.5. You must give us accurate and complete information; otherwise we may not be able to provide you with the products and services that you require. If you change your personal details (e.g. address, name or email address) you must tell us straight away.

3. Who we may exchange your information with

- 3.1. We may exchange your information with our related entities and certain third parties, for example:
- (a) your representatives, advisers, stock brokers and agents, and their service providers;
 - (b) our service providers (such as consultants and technology service providers) and those who refer business to us;
 - (c) our affiliated providers and external providers for whom we act as agent;
 - (d) market operators, operators of clearing and settlements facilities, share and other registries, regulatory and government authorities;
 - (e) platform providers (such as international share trade platform providers), issuers of financial products, other financial institutions, and other bodies (for example, if you do not perform your obligations under a share trade).
- 3.2. Sometimes it may be necessary to send your information overseas – for example, where we outsource functions overseas, where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia or in another country. We send information to the Republic of India for the purpose of managing your PINS account.
- 3.3. We may disclose your personal information to an entity which is located outside Australia.
- 3.4. As a provider/distributor of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using this product or service, you consent to these disclosures.

4. Privacy policies

- 4.1. Our privacy policy and Laverne Capital Pty Ltd's privacy policy are available on the website and should be read in conjunction with the above. Our privacy policy is available at www.investordesk.com.au. Both policies contain further details about our information collection and handling practices, including information about:
- (a) other ways and reasons your information may be collected, used or exchanged;
 - (b) how you may access and seek correction of that information; and
 - (c) complaint handling procedures and how to make a complaint about a breach of your privacy rights.
- 4.2. We encourage you to check the above mentioned websites regularly for any updates to these policies.

5. How to contact us

- 5.1. For privacy related enquiries, please contact us on the number mentioned on our website. We aim to resolve your query or complaint at your first point of contact with us, however if you have tried to resolve your complaint and are not satisfied with the outcome, you may contact us on the details mentioned above.

6. Definitions

"We", "our", "us" mean Laverne Securities Pty Ltd t/a Investor Desk ABN: 34 629 216 477.

"Laverne Capital" means LAVERNE CAPITAL PTY LTD (AFSL number 482937) ABN 20 609 554 485.

Portfolio Investment Scheme (PINS) – India

TERMS AND CONDITIONS

1. Definitions

- (a) **Agent** – any broker or custodian appointed by us including international brokers and sub-brokers, Stock Broker, platform providers, international clearers and banks;
- (b) **Demat Accounts** means dematerialised account to hold Indian Securities in electronic form and crediting the equivalent number of shares in the investor's demat account;
- (c) **Designated Bank** means Mahindra Kotak Bank or any of its related entities we select to hold your PINS Account in accordance with these Terms and Conditions;
- (d) **Indian Securities** means securities of an Indian company on repatriation or non-repatriation basis through a registered Stock Broker on a recognised stock exchange (secondary market) and includes, but is not limited to stocks, shares, debentures, futures or options, and any other instruments representing rights to receive, purchase or subscribe for same, as per RBI guidelines;
- (e) **NRE Account** means Non-Resident External Account, which are fully repatriable, which means money can be converted into any foreign currency at the behest of the account holder and remitted outside of the country, and money can be transferred from NRE Account to NRO Account.
- (f) **NRI** means Non-Resident Indian is a person who is not a resident of India as defined under Indian laws;
- (g) **NRO Account** means Non-Resident Ordinary Account and cannot be transferred from NRO Account to NRE Account. It has restricted repatriation as per RBI guidelines.
- (h) **PIO** means Persons of Indian Origin who is a foreign citizen who at any time held an Indian passport as defined under Indian laws;
- (i) **PINS Account** means as per Reserve Bank of India (RBI) guidelines, a account opened or held at a Designated Bank either as a NRE Account or NRO Account, which allows NRIs or PIO, to have a separate bank account exclusively for PINS purposes and all transactions relating to PINS should be routed through this account and it should not be allowed to carry any other transaction which is not related to trading of Indian Securities;
- (j) **PINS** means Portfolio Investment Scheme (PINS) as defined in Schedule 3 of Foreign Exchange Management Act 2000, which allows NRIs or PIOs to invest in Indian Securities, through the secondary market on repatriation or

non-repatriation basis through a registered Stock Broker on a recognised stock exchange through their PINS Account held at a Designated Bank and linked with corresponding Demat Account, subject to terms and conditions as specified in FEMA (Foreign Exchange Management Act) and/or as per Reserve Bank of India guidelines, as held from time to time by a Stock Broker on your behalf under these Terms and Conditions;

- (k) **Proscribed Person** means a person who appears to us either (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth); (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or (d) to act on behalf, or for the benefit of, a person listed in subclauses (a) – (c);
 - (l) **RBI** means the Reserve Bank of India;
 - (m) **Stock Broker** means Kotak Securities or provider of trading platform to trade in Indian Securities where the Demat Account is held;
 - (n) **Terms and Conditions** means these terms and conditions, setting out the agreement between you and us;
 - (o) **we, our and us** means Laverne Securities Pty Ltd t/a Investor Desk ABN: 34 629 216 477, including “Laverne Capital” means LAVERNE CAPITAL PTY LTD (AFSL number 482937) ABN 20 609 554 485;
 - (p) **you or your** means the person or persons named in the application to deal in PINS and where the context requires or permits all of them.
2. These PINS Terms and Conditions apply to all dealings between you and us and any Stock Broker, when you apply for a PINS account through us. They apply in addition to our General Terms and Conditions although these PINS Terms and Conditions apply to the extent of any inconsistency.
 3. You agree to appoint us and any Agent to act on your behalf to execute, arrange, or arrange facilities to open PINS Account and Demat Account or facilitate access to platforms for execution of trades in PINS and to arrange associated settlement and custody services.
 4. You agree to provide us and Stock Broker with an electronic address and authorise us to share with any Agents, who will send a confirmation for any dealing, or any notice to you, electronically to the latest such address advised to us.
 5. Any dealings between us, any Agents and Stock Broker, or between you and our Agent or Stock Broker, may also be subject to the terms and conditions or trading rules of our Agent or Stock Broker.

6. You agree that when dealing in PINS under these Terms and Conditions your rights relating to the Indian Securities are subject to the permissible limits and regulations set by the Stock Broker or PINS trading rules.
7. We or our Agent may assist or facilitate in opening a PINS Account and Demat Account on your behalf. Any such account will be denominated in the currency of the Republic of India and may be on the terms and conditions imposed by any Agent or Stock Broker where the PINS Account and Demat Account is held on your behalf. You agree to pay us or our Agent or Stock Broker all fees and charges and indemnify us for any liabilities arising from the operation of a PINS Account and Demat Account by our Agent or the Stock Broker on your behalf.
8. Orders to buy or sell PINS are subject to the permissible limits and terms set by the Stock Broker and regulations set by the Reserve Bank of India.
9. You may transact on an order to buy or sell PINS or otherwise deal with an Demat Account or PINS Account through the website.
10. You must also provide us, Agent or Stock Broker with any information that we reasonably request in order to accept your orders.
11. You are responsible for ensuring the accuracy and completeness of your order.
12. You acknowledge that your instructions to buy or sell securities are processed directly on the Stock Broker's platform and we will not be liable for any claims for lost opportunity should delays be experienced.
13. If you request variation to or cancellation of an open order recorded by the Stock Broker, the order cannot be varied or cancelled until your request has been notified by the Stock Broker or by you by way of internet trading systems, or as the Stock Broker prescribes, to our Agent and confirmation of the variation or cancellation from the Stock Broker has been received by them or you.
14. We will use our reasonable endeavours to execute or arrange execution of your instructions. You agree we will not be responsible for delays or errors in the transmission or execution of your orders, and you acknowledge that international time differences and timing of public holidays or other similar observances may lead to delays in receipt of instructions and execution by the Stock Broker. You also agree that neither we nor our employees, contractors or Agents are responsible for any loss whether direct or consequential, and whether in connection with a PINS Account or Demat Account or otherwise, that you suffer or incur in connection with your business dealings with us, our Agents or Stock Broker.
15. You acknowledge that you are responsible to cancel or amend any orders directly with the Stock Broker, and if required, we will make all reasonable attempts to:
 - (a) assist with any instruction to cancel or amend orders as quickly as possible;
 - and

- (b) inform you when orders are filled prior to an amendment or cancellation instruction being cancelled.
- 16. If an order is filled prior to a cancellation or amendment instruction being effected you will accept the transaction(s) on the original terms.
- 17. If you have concerns in relation to your order, you will make all reasonable attempts to verify whether the order has been received, approved and effected prior to taking any further action. You agree to issue specific cancellation or amendment instructions with respect to an existing order and not to attempt to effect such changes by placing a second or duplicate order. You will be solely responsible and liable for any duplicate orders that you place directly with the Stock Broker.
- 18. If, acting reasonably, we consider there is a dispute between us about an order or instruction you have given us or to the Stock Broker through their platform, for example, the number of shares you have ordered to buy, or the bid price for shares, we or Stock Broker may take, without prior notice to you, any action which in our reasonable opinion we consider necessary to close any open position the subject of the dispute, for example, by selling shares.
- 19. All PINS transactions will be for your account in the currency of the Republic of India. You agree that you will bear the foreign exchange risks of trading in PINS including, but not limited to, the risks of cash held, of dividends or other income payments received, of expenses or other liabilities incurred and of exchange controls or other laws that may prohibit or impose costs on transfers of PINS or cash or accounts held in countries outside Australia or denominated in currencies other than Australian dollars.
- 20. Any dividend, interest or any other cash payment to which you are entitled in relation to any PINS held on your behalf, may be credited to your PINS Account subject to relevant tax obligations and any other applicable charges.
- 21. Unless you and we otherwise agree, you acknowledge that any foreign exchange offered by us may be conducted at current rates of dealing for such transactions. You agree that we will not be liable for any loss suffered by you as a result of the conversion of an amount to or from Australian dollars or as a result of the timing of the conversion.
- 22. You and we will be bound by the local laws, rules, customs, usages and practices, including as to taxation, of the country in which any dealing is either wholly or partly transacted under these Terms and Conditions.
- 23. We agree to exercise reasonable care in selecting our Agents however you agree we will not be liable for any losses sustained or incurred by you by reason of any act, omission, fraud or negligence of any of our Agents.
- 24. While we will use reasonable care in selecting the Stock Broker, we are not liable for any losses incurred by you by reason of any act, omission, fraud or negligence of the

Stock Broker or in relation to the holding of or dealing with your PINS by the Stock Broker.

25. Notwithstanding clause 24, we will be liable to you if you suffer loss in respect of your PINS due to a failure by the Stock Broker to comply with its duties under these Terms and Conditions and any other agreement relating to the holding of your PINS or to observe reasonable standards generally applied by Stock Brokers for holding property such as PINS.
26. Clause 25 will not apply to the extent that the loss arises from the insolvency of the Stock Broker and we have taken reasonable care in engaging and monitoring compliance by that Stock Broker.
27. You agree that we, our Agent or Stock Broker will not be held accountable for any errors in communication, provision of data and the operation of a trading floor or stock exchange or any depository or clearing house and that in the event that information communicated to us, our Agent or Stock Broker from other parties is found to be inaccurate, misleading or false, we, our Agent or Stock Broker will not be held liable for any loss or liability that ensues.
28. You agree we, our Agent or Stock Broker will not be liable to you for any loss resulting to you caused by any inaccuracy in the information or advice supplied by price quoting services. You agree that we, our Agent or Stock Broker may limit your access to price quoting services or may charge you fees based on your usage of these services.
29. You acknowledge that we do not provide any personal advice in relation to the services offered to you.
30. We are not obliged to notify you of any proposed corporate actions (including, but not limited to, takeovers, bonus issues, stock splits, consolidations, rights issues, or buybacks) in relation to securities held by you and cannot be held liable for any failure for you to act on a corporate action.
31. If you desire to take action with regard to a corporate action you must communicate directly with the Stock Broker with written or verbal instructions as required by the Stock Broker with regard to the action you desire to take, within the specified time, and you acknowledge we will not be liable for any failure to take action in relation to proposed corporate actions.
32. We, our Agent or Stock Broker are not obliged to provide you with any notice of a general meeting of any companies securities held by you and you are not entitled to exercise voting rights in relation to any securities or to attend any such general meeting.
33. We, our Agent or Stock Broker are under no obligation to provide you with copies of annual reports or company announcements of any companies securities held by you. You may request that we obtain copies of particular documents and if we are able to

do so such documents will be provided upon payment of our specified fee.

34. You agree to pay us commission, fees and charges in connection with the services provided under these Terms and Conditions, as varied by us on seven (7) days notice, at the rates and currency notified by us either in writing, by email, or posted on our website from time to time together with:
 - (a) any fees, taxes or other charges levied by a third party or in connection with provision of the services; and
 - (b) interest on any unpaid amounts at the rate determined by us from time to time until the date of payment.
35. You agree that if you fail to pay any amount due and payable under these Terms and Conditions, we, our Agent or Stock Broker may apply any cash held by us, our Agents or Stock Broker or you and may sell or dispose of any PINS under our control or the control of our Agents or any other securities of yours under our control, and apply the proceeds in satisfaction of the monies owing by you and in payment of any reasonable additional charges incurred by us. You will be liable to us for any shortfall or entitled to any surplus proceeds and you agree to bear the foreign exchange risk associated with any such application of cash.
36. You agree that we reserve the right to immediately remove or limit your access to the facilities described in these Terms and Conditions should your usage constitute a breach of these Terms and Conditions or otherwise be considered by us in our discretion to be unreasonable.
37. You agree that:
 - (a) if you or a signatory appears to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to any other proscribed person or entity; or terminate these arrangements with you. We will be under no liability to you if we do any or all of these things. Our rights under this clause are in addition to all other rights we may have;
 - (b) If we exercise our rights under clause 37(a), you must pay us any damages, losses, costs or expenses that we incur in relation to any action taken under clause 37(a), including without limitation, administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms and Conditions.
38. You warrant that:
 - (a) you are authorised to enter into these Terms and Conditions and to authorise us, our Agent or Stock Broker to act on your behalf in PINS transactions;

- (b) the PINS Account is free of any security interest or encumbrance, and you agree that in our discretion we or our Agents may decline to hold on your behalf any PINS Account of yours affected by any such security interest, encumbrance or other restriction; and
 - (c) the Demat Account is free of any security interest or encumbrance, and you agree that in our discretion we, our Agents or Stock Broker may decline to hold on your behalf any Demat Account of yours affected by any such security interest, encumbrance or other restriction; and
 - (d) that you have obtained your own taxation and financial products advice, as necessary, prior to entering into any overseas transactions.
- 39. We acknowledge that we are prohibited from taking or granting any charge, mortgage, lien or other encumbrance over, or in relation to, your PINS Account or Demat Account held by an Stock Broker, unless:
 - (a) it is for expenses and outlays made within these Terms and Conditions (other than our unpaid fees); or
 - (b) in accordance with your written instructions as set out in these Terms and Conditions or otherwise.
- 40. If we do enter into custody arrangements with an Agent or Agents, we will provide you with written notice of and the contact information of the Stock Broker as soon as reasonably practicable before arranging for your PINS to be held by that Stock Broker (and in any event before your PINS are held by that Stock Broker).
- 41. The Stock Broker that holds your PINS will retain records relevant to those assets in a way that enables it to readily identify those PINS which are held on your behalf. The records will also include information about the transactions undertaken and how, by whom and when they were authorised. Upon request, we will make these records available to you.
- 42. We will apply reasonable verification procedures for the appropriately frequent reconciliation and checking of your PINS, PINS Account and Demat Account.
- 43. We will report to you in respect of your PINS on a periodic basis.
- 44. You agree you will complete any further documentation when required by us to satisfy any statutory or regulatory requirements associated with these Terms and Conditions or as required by our Agents, including provision of taxation declarations and residency declarations. You must as soon as practicable advise us of any material change in your circumstances that would invalidate any such taxation and residency declarations already provided. If we are so advised, we are entitled to terminate the services provided to you immediately by giving written notice to you, and the provisions of clause 52 of these Terms and Conditions will apply. You agree to indemnify us and our Agents against liability arising from your failure to satisfy any

statutory or regulatory requirements.

45. You agree to indemnify us, our Agents and Stock Broker against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses including legal costs paid, suffered or incurred in connection with these Terms and Conditions except where caused by our negligence or wilful misconduct.
46. You agree we are not liable to you for the acts or omissions of our Agents or Stock Broker.
47. We may from time to time vary these Terms and Conditions to:
 - (a) add, change or remove any concessions or benefits;
 - (b) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;
 - (c) accommodate changes in the needs or requirements of our clients, such as new product features or services;
 - (d) correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
 - (e) bring us into line with our competitors, industry or market practice or best practice in Australia or overseas; or
 - (f) reflect changes in technology or our processes including our computer systems.
48. Each of the changes in clauses 47 (a) to (f) is a separate right and this clause is to be read as if such change was a separately expressed right. Without limiting our rights under clauses 47 (a) to (f), we may from time to time vary any of the Terms and Conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events).
49. If we vary these Terms and Conditions the changes shall apply to all dealings between you and us on and from the day on which the variation takes effect. We will give not less than seven (7) days notice to you at the postal or electronic address last notified to us by you, or at our website.
50. In the event that you appear to be a Proscribed Person, we will not be responsible for any loss, liability or costs incurred by you where we are unable to receive or act on your instructions.
51. Subject to clause 44, either you or us may terminate the agreement between us governed by these Terms and Conditions by giving not less than seven (7) days' prior written notice to the other.

52. Subject to our other rights under these Terms and Conditions, upon termination of the agreement:
- (a) any previously arising rights and obligations of either of us will not be affected;
 - (b) we and our Agents may enter into transactions to settle or otherwise extinguish or off-set obligations incurred by us or them in relation to the PINS, PINS Account or Demat Account prior to termination;
 - (c) we agree to take all necessary steps to vest control of the PINS, PINS Account and Demat Account in you (or as you otherwise direct in writing), subject to payment by you of all charges and expenses and those of our Agents incurred as a result of termination of the agreement; and
 - (d) you must within a reasonable time give us instructions regarding the transfer of your PINS, PINS Account and Demat Account. If you do not provide us with instructions within a reasonable time, we will sell your PINS on your behalf and credit the proceeds to your nominated account.
53. We have and will maintain a business continuity plan which in our opinion is adequate in order to enable us to provide you with an PINS trading account in any contingency for which we can reasonably plan.
54. Apart from disclosure to the Australian Securities and Investments Commission, where otherwise permitted by law or where you have agreed to the disclosure in these Terms and Conditions, we will keep your confidential information in confidence.
55. You acknowledge that these Terms and Conditions are governed by the laws of New South Wales and you and we submit to the non-exclusive jurisdiction of the courts of New South Wales.
56. If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these terms and conditions will continue to apply as if the void or unenforceable part had never existed.