



# Republic Wealth Management Limited

## Appendix A

This is the **Risk Disclosure Statement** referred to as “Appendix A” in the prefixed agreement between the Investor and the Broker dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

### SECTION 1

The risk of loss arising from trading in shares, mutual funds, insurance policies, term deposits, bonds. You should carefully consider whether such investments are suitable for you in the light of your circumstances and financial resources.

The Investor acknowledges that it may not always be possible to cancel or modify instructions because the transactions or instructions may have already been executed. Any attempt to cancel or modify an order is simply a request to cancel or modify. Republic Wealth Management Limited (RWML) is not liable to the Investor if RWML is unable to cancel or modify an order.

The Investor understands and agrees that, if an order cannot be cancelled or modified, The Investor is bound by any execution of the original order. For joint accounts, each joint account holder agrees that instructions for the Account shall be issued by the joint account holders together and not severally unless the joint account holders indicated to the contrary when the Account was opened, RWML may presume that it is the express intention of the joint account holders to hold the account as joint tenants with rights of survivorship. In the event of the death of any of the joint account holders, the entire interest in the account shall be vested in the surviving joint account holders on the same terms and conditions as theretofore held, unless otherwise specified by the joint account holders *inter vivos*.

RWML shall not be liable for any loss or damage whatsoever or howsoever arising hereunder including but not limited to special, consequential, exemplary or punitive damages. For the avoidance of doubt, The Investor(s) shall hold harmless and indemnify RWML from any liability, loss, damage or expense (including attorneys and collection fees) incurred by him resulting from RWML's performance of the services hereunder. Further RWML shall not be liable to you for any loss or damage as a result of undetected fraud.

RWML makes no representations, warranties or guarantees on the performance of the client's portfolio and takes no legal responsibility nor liability for any losses accrued to the client based on RWML's execution of decisions for the portfolio, including liability for any claims made in restitution. RWML is also not liable for any losses whatsoever incurred by the client due to the negligence or insolvency of any custodian where client assets are held. The client will note that past performance returns is not an indicator of future performance.

The Investor shall hereby hold the Broker harmless from and against all claims, liabilities, losses, damages, costs, charges (including legal fees and expenses) made or brought against the Broker by the Investor or any third party attributable to any Instructions received through electronic communication or telecommunication links (Electronic Instructions) from any person representing himself to be the Investor or the authorized representative of the Investor which the Brokers believes in good faith to be given or made by the Investor and the Broker is authorized to act without further inquiry upon any Electronic Instruction believed in good faith by the Broker to be an Electronic Instruction so given or made. Since the Electronic Instructions make use of the equipment and other facilities over which the Broker has no control, the Broker will not be liable in any way if it is unable to perform its obligations, due directly or indirectly to failure of any machine, data processing system (whether by way of hardware or software) or electronic or telecommunications link or from any incidents of data distortion or loss or any consequences thereof or any cause whatsoever outside the control of the Broker.

The Investor understands and agrees not to, directly or indirectly buy or sell or otherwise trade in any securities of reporting issuer, on a securities market, which you are connected or indirectly associated with, during any time that possess knowledge or have possession of material non-public information, however obtained, until such information has been published.

The Investor understands and agrees not to enter into or carry out transactions in any securities, directly or indirectly, either singly or in concert with other clients, either in conjunction with any other transaction that you are aware or reasonably ought to know will result in or contribute to a misleading appearance of trading activity or an artificial price for the security or which could be termed as manipulative or fraudulent trades under the Securities Act, of 2012.

## **SECTION 2**

The Investor agrees that all customer information and documentary evidence provided are true and correct and any changes to such information and documentary evidence would be updated by writing to our Office, as soon as practical and/or before commencing a new transaction.

The Investor understands and acknowledges that the Information Technology infrastructure of the Broker is integrated into the network of Republic Bank Limited (the Parent). The Broker will take reasonable technical and organizational security measures to prevent the loss, misuse, alteration or unlawful disclosure of information you give us. Any 3rd party, agent or representative of the Parent who requires access to your information is also required to implement reasonable technical and organizational security measures to protect you information.

The Investor understands and agrees that the Broker can share personal information to the Investors in the following ways:

- a) From time to time, the transfer of personal information of the Investor to the Parent for the purposes of systems maintenance.
- b) Required disclosures of personal information of the Investors to: (i) respond to duly authorized information requests of police and governmental authorities: (ii) comply any law, regulation, subpoena, or court order: (iii) help prevent fraud or to enforce or protect the rights and properties of the Broker and the Parent of its subsidiaries: or (iv) protect the personal safety of the Broker's employees and third parties on the Broker's property.

## **SECTION 3**

The Investor understands and acknowledges that the Broker may at any time amend, supplement, restate, or otherwise change the agreement by giving the Investor notice of the change through announcements the Broker's website for the services or otherwise by giving the Investor notice accordance with Section 6.3 of the Agreement. If the affected Services are used after date of the notice of change or effective date of the change, whichever is later, the Investor is deemed to have agreed and consented to the change. If any change is not acceptable to the Investors, the Investor must immediately stop use of the affected Services and contact the Broker for assistance. The Investor agrees to be bound by the latest version of the Agreement and any Appendices thereto from time to time made available on the Broker's website for the Services, or otherwise provided to the Investor. The Investor agrees to regularly review these and any notice of change outlined above.

This brief Statement cannot disclose all risks of investment. There may also be tax consequences and on this you should consult your lawyer, accountant or other tax advisor. The risk of the decision to partake in investing is solely yours.

**SIGNED by:** \_\_\_\_\_

A duly authorized officer for **(REPUBLIC WEALTH MANAGEMENT LIMITED)**

**SIGNED by:** \_\_\_\_\_

**INVESTOR (S)**