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Spaceship US Investing Service Terms and Conditions

4 September 2023

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1. Definitions and interpretation

A reference in this document to:

ACATS means the US National Securities Clearing Corporation's Automated Customer Account Transfer Service.

Access Methods means the way in which you securely gain access to your Spaceship Account (e.g. any user identification, passwords, and other security credentials).

AFCA means the Australian Financial Complaints Authority.

Agreement means these terms and conditions between you and Spaceship.

Alpaca means Alpaca Securities LLC, a broker-dealer registered with the SEC, and a member of FINRA and SIPC.

Alpaca Customer Agreement means the agreement between you and Alpaca.

AML/CTF means *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1)*. AML/CTF is legislation that regulates the Australian financial, remittance, and other sectors that provide designated services.

Approved Securities means the US Securities that are made available for buying, selling or holding through the Spaceship US Investing Service.

Business Day means a day (other than a Saturday, Sunday or public holiday) in New South Wales.

CRS means the Common Reporting Standard, the single global standard for the collection, reporting and exchange of financial account information on foreign tax residents.

ESG means environmental, social and governance.

ETF means exchange-traded fund.

FATCA means the *Foreign Account Tax Compliance*

Act, which is US legislation to improve compliance with US tax laws.

FINRA means the Financial Industry Regulatory Authority in the US.

FX means foreign exchange and refers to transactions that convert currencies.

Good For Day means when your order is placed in the market, it will only be valid for that trading day. Any unfilled balance of your order will be cancelled at the end of the trading day.

Privacy Policy means the Spaceship Privacy Policy and Privacy Collection Notice that details how we collect, use, disclose, and store your personal information, and the summary of the key points of the Privacy Policy.

SEC means the US Securities and Exchange Commission.

Service Provider means any entity that is engaged by Spaceship to provide services related to the Spaceship US Investing Service.

SIPC means the Securities Investor Protection Corporation in the US.

Spaceship (we, our, or us) means Spaceship Capital Limited (ABN 67 621 011 649).

Spaceship Account means an account with Spaceship to access Spaceship products and services, including this Spaceship US Investing Service.

Spaceship App means the Spaceship mobile and/or web applications.

Spaceship US Investing Fee Schedule has the meaning given in clause 25 of this Agreement.

Spaceship US Investing Service has the meaning given in clause 2 of this Agreement.

TFN means Australian Tax File Number.

US means the United States of America.

US Investing Account means your account with Alpaca to trade in Approved Securities.

US Market Hours means when the relevant US stock exchanges are open for regular trading, generally from 9.30am to 4pm (New York time) on US trading days.

US Security(ies) means any tradable financial asset that can be bought and sold by investors on a US licensed market.

You means a person who has requested Spaceship provide access to and use of the Spaceship US Investing Service.

Zepto means Zepto Payments Pty Limited (ABN 61 604 057 598 / AFSL 541011).

2. The Spaceship US Investing Service

2.1 The Spaceship US Investing Service is the service by which Spaceship enables you to trade in Approved Securities.

2.2 The Spaceship US Investing Service consists of Spaceship:

- A. introducing you to Alpaca;
- B. arranging for Alpaca to trade in Approved Securities on your behalf; and
- C. instructing, on your behalf, Alpaca to trade in and hold Approved Securities on your behalf.

2.3 Spaceship does not execute trades in, or hold, Approved Securities as principal or on your behalf.

2.4 Spaceship does not act on behalf of Alpaca.

2.5 Refer to the Spaceship Financial Services Guide available at spaceship.com.au/important-documents for details of any fees or benefits that Spaceship receives in connection with the Spaceship US Investing Service.

3. Conditions to use the Spaceship US Investing Service

3.1 To access the Spaceship US Investing Service, you must:

- A. have a Spaceship Account;
- B. request us to provide you with the Spaceship US Investing Service;
- C. enter into an Alpaca Customer Agreement in connection with which you will open a US Investing Account; and
- D. comply with all terms and conditions relevant to your use of the Spaceship US Investing Service, including this Agreement, the Spaceship App Terms and Conditions and the Alpaca Customer Agreement.

3.2 It is your responsibility to enter into an Alpaca Customer Agreement and to comply with the terms of that agreement in order to trade in Approved Securities. If you have not entered into an Alpaca Customer Agreement or do not comply with the terms of that agreement, you cannot access or use the Spaceship US Investing Service to trade in Approved Securities.

3.3 You should contact Alpaca at alpaca.markets/disclosures for a copy of your Alpaca Customer Agreement. The Spaceship disclosure documents and terms and conditions are available at our website (accessible at spaceship.com.au/important-documents) and in the Spaceship App.

4. Our use of Service Providers

4.1 Spaceship may use or engage Service Providers to provide any function or service that is necessary or convenient in offering the Spaceship US Investing Service. Service Providers may appoint third parties to provide services.

4.2 We are not liable for any losses sustained or incurred by you by reason of any act, omission, fraud, negligence, insolvency or delay of Service Providers or their appointed third party providers provided that we have exercised reasonable care in selecting and appointing Service Providers.

4.3 In some instances, you may be required to engage directly with a Service Provider, such as by opening an account with a Service Provider or agreeing to, and complying with, a Service Provider's terms and conditions (as applicable).

4.4 You acknowledge that your use of the Spaceship US Investing Service is conditional on you completing any required steps to engage directly with a Service Provider (including agreeing to, and complying with, applicable terms and conditions).

5. Alpaca

5.1 You represent and acknowledge that in order to access the Spaceship US Investing Service you have entered, or will enter, into an Alpaca Customer Agreement pursuant to which you appoint Alpaca to execute and settle trades in Approved Securities on your behalf.

5.2 You appoint Spaceship as your agent and authorise Spaceship to submit instructions on your behalf to Alpaca, which shall remain in force for as long as you use the Spaceship US Investing Service. You represent that this appointment is made in accordance with the terms of the Alpaca Customer Agreement.

6. Self-directed, execution only service for Approved Securities

6.1 The Spaceship US Investing Service is "execution only", which means Spaceship acts on your instruction and (subject to this Agreement) does not exercise any discretion in instructing Alpaca to buy, sell or hold Approved Securities on your behalf.

6.2 Your US Investing Account is a self-directed account which means you are solely responsible for any and all orders placed.

6.3 You are responsible for any decisions made by you with respect to trading Approved Securities. Spaceship is not responsible for determining the suitability or appropriateness of your instructions.

6.4 You acknowledge that the Spaceship US Investing Service only supports Approved Securities, which may be a subset of publicly listed US Securities and may be amended from time to time.

6.5 Refer to our website at spaceship.com.au/important-documents for details regarding how we select Approved Securities. The selection of Approved Securities should not be interpreted as an endorsement or investment recommendation by Spaceship.

6.6 In the event that an Approved Security no longer meets our selection criteria, we will provide you with notice

that the Approved Security is no longer available to buy via the Spaceship US Investing Service (**Ceased Approved Security**). If you are holding a Ceased Approved Security at the time of this notice, your rights and obligations relating to that security will continue unaffected including your right to instruct Alpaca to sell the relevant Approved Security and any rights to receive dividends.

6.7 You cannot buy, sell, hold or transfer US Securities through the Spaceship US Investing Service that are not Approved Securities. We are not liable to you for failing to support certain US Securities that are not Approved Securities.

7. General advice warning

7.1 Any financial product advice that Spaceship provides in connection with the Spaceship US Investing Service is general advice only and has been prepared without taking into consideration your financial situation, objectives or needs.

7.2 You should obtain professional financial, legal and taxation advice before making a decision to access the Spaceship US Investing Service or to open or transact a US Investing Account.

8. Our commitment to your privacy

8.1 We're committed to respecting your privacy. The *Privacy Act 1988* (Cth) regulates how we handle your personal information, including how we collect, use, disclose and secure it.

8.2 By accessing the Spaceship US Investing Service, you consent and agree to your personal information being collected and used by Spaceship and other parties as outlined and explained in detail in the Spaceship Privacy Policy, available both on the Spaceship website at spaceship.com.au/important-documents and through the Spaceship App. This includes that we may disclose your personal information to Alpaca in connection with providing you with access to the Spaceship US Investing Service.

8.3 If you do not consent to us collecting and using personal information about you, then we may not be able to provide you with access to the Spaceship US Investing Service.

8.4 You agree to provide true, accurate, current and complete information about yourself and your accounts maintained by us and our Service Providers and you agree to not misrepresent your identity or your account information.

9. Requesting access to the Spaceship US Investing Service

9.1 You can request access to the Spaceship US Investing Service through the Spaceship App.

9.2 To access the Spaceship US Investing Service, you must already have a Spaceship Account and comply with the Spaceship App Terms and Conditions, which are available at spaceship.com.au/important-documents.

9.3 We may, in our absolute discretion, accept or refuse your request to access the Spaceship US Investing Service. Where permitted by law and practicable, we will provide you with notice and reasons as to why we have refused your request.

9.4 We will not accept a request from an applicant who cannot provide evidence to our satisfaction that the

applicant:

- is 18 years or older;
- is not a company, trust or non-natural person entity;
- is an Australian tax resident;
- has an Australian residential address;
- is not a citizen of certain countries outside of Australia that we do not permit; and
- is not a US citizen or resident for tax purposes.

10. Opening a US Investing Account

10.1 If we accept your request to access the Spaceship US Investing Service, we will connect you with Alpaca via the Spaceship App and provide your information to Alpaca so you can enter into an Alpaca Customer Agreement and request a US Investing Account.

10.2 Alpaca has absolute discretion to accept or refuse your request and is not required to provide you with notice or reasons of a decision to refuse your request.

11. We need to know you

11.1 We need to verify your identity to provide you with access to the Spaceship US Investing Service. In order to do so, we will ask you to provide information about, or a copy of, your identification documents.

11.2 We may be required to obtain additional information from you, such as the source or origin of your funds and how you plan to use the Spaceship US Investing Service.

11.3 We may request additional identification information from you at any time, for example, when processing a request to change your linked bank account.

11.4 We use third party providers to verify some or all of this information in accordance with our Privacy Policy.

11.5 We may, in our absolute discretion and without providing notice or reasons, refuse, terminate or suspend your access to and use of the Spaceship US Investing Service, in order to meet our legal and regulatory requirements, including where:

- we are unable to verify your identity or you don't provide the information we reasonably request within an acceptable time frame;
- you cannot or do not complete security authentication checks;
- we have reasonable grounds to believe that your US Investing Account or your access to the Spaceship US Investing Service is, or may be, being used in connection with unlawful activity;
- we are notified by Alpaca that you did not comply with Alpaca's, account-opening identification procedures; or
- we are notified by Alpaca that Alpaca has refused an order made by you for any reason including because of suspicions relating to money laundering or terrorism financing.

11.6 We will not be liable for any loss or damage, including due to market movements, that may be incurred by you if your access to and use of the Spaceship US Investing Service is refused, terminated or suspended.

12. You need to let us know of any changes

12.1 You agree to promptly notify us in the Spaceship App or in writing of the following changes:

- your citizenship, residence, tax residency, address(es) on record, telephone numbers, and email addresses;
- any information and/or document relating to your Spaceship Account, US Investing Account, this Agreement, or to the application form as supplied to us.

12.2 You agree to provide any relevant supporting documents we may request in order for us to verify your updated information. If you fail to comply with this request, we are entitled to take (or refuse to take) any action as we may reasonably deem fit (including but not limited to suspending or closing your access to the Spaceship US Investing Service and notifying Alpaca that your access to the Spaceship US Investing Service has been suspended or closed) and we shall not be responsible for any resulting loss or damage to you. Any change to your information will be effective only upon our receipt of your updated information and after verification where we deem necessary.

12.3 You acknowledge and agree that should you become a citizen or tax resident of certain countries including the US or cease to be a resident or tax resident of Australia, you must inform us in the Spaceship App or in writing and we will make arrangements to terminate your access to the Spaceship US Investing Service and to notify Alpaca who may choose to close your US Investing Account.

13. Suspending and terminating your access to the Spaceship US Investing Service

13.1 You can terminate your access to the Spaceship US Investing Service at any time via the Spaceship App (when available) or by contacting us provided that you no longer hold any Approved Securities in your US Investing Account.

13.2 Before we terminate your access to the Spaceship US Investing Service, we will arrange for you to close your US Investing Account in accordance with the terms of the Alpaca Customer Agreement. When your US Investing Account is closed, your relationship with Alpaca will be terminated.

13.3 Spaceship has discretion to restrict, suspend or terminate your access to the Spaceship US Investing Service for any reason, including if:

- you breach a term of this Agreement and the breach is not remedied (where practicable to do so) within 10 Business Days of Spaceship providing you with a request to remedy;
- you fail to pay an amount that you are liable to pay under this Agreement when payment of the amount falls due;
- you breach a term of use of the Spaceship Account or the Spaceship App and the breach is not remedied (where practicable to do so) within 10 Business Days of Spaceship providing you with a request to remedy;
- we have reasonable grounds to believe that your continued access to the Spaceship US Investing Service would result in us or you breaching, or being an accessory to a breach of any Australian law, the law of another country or any agreement entered into by us or you in relation to the provision of services under this Agreement;
- you use (or appear to use) the Spaceship App in a way that we think is inappropriate, unreasonable, fraudulent or unauthorised and that creates a risk that we might breach a law or incur reputational harm;
- you become bankrupt or insolvent;
- you delay or fail to produce any information requested by us for the purposes of verifying your identity, tax information, any beneficial owners (if any) or the source of the payment of monies to comply with any

applicable law;

- you have become a resident, tax resident or citizen of a country that we do not permit (including if you become a tax resident or citizen of the US);
- you are using the Spaceship App or the Spaceship US Investing Service in a manner that may disrupt others' use of the Spaceship App or the Spaceship US Investing Service; or
- we become aware or suspect that your Access Methods are stolen, lost, damaged or compromised.

13.4 We will endeavour to give you reasonable prior notice if we exercise our discretion to suspend or terminate your access to the Spaceship US Investing Service, provided it is reasonably practicable to do so and subject to any legal or regulatory limitations.

13.5 Where we terminate your access to the Spaceship US Investing Service, you authorise us to take the following actions:

- where it is reasonably practicable to do so and subject to any legal or regulatory limitations, we will instruct Alpaca to transfer your holdings to a third-party broker nominated by you, less any outstanding fees, expenses or losses to be recouped by us or our Service Providers; or
- if you do not nominate a third party broker by the deadline specified in our request for such information (the deadline will be a reasonable time after our request but need not be more than 10 Business Days after), or we otherwise reasonably decide in our absolute discretion that it is reasonably necessary to minimise business risk or to prevent or minimise a breach of any law or contract, we may instruct Alpaca to sell any or all Approved Securities in your US Investing Account and pay any proceeds, less any outstanding fees, expenses or losses to be recouped by us or our Service Providers, to your linked bank account.

13.6 We are not liable to you for any loss or damage to you resulting from us suspending or terminating your access to the Spaceship US Investing Service.

14. Funding your trade and withdrawing funds

14.1 You must nominate an Australian bank account held in your name to fund your trades and to receive withdrawals in connection with the Spaceship US Investing Service. We only accept payments from, and make payments to, Australian bank accounts that are held in the name of the Spaceship Account holder. We reserve the right not to accept changes to your linked bank account for security reasons. Where practicable and permitted by law, we will provide you with reasons as to why we have refused your request to change linked bank account.

14.2 You must enter into a direct debit arrangement with Spaceship and Zepto under which you authorise Zepto to debit your linked bank account.

14.3 You acknowledge that if a direct debit is deemed cleared but we are later notified that it has subsequently failed or voided, we have the right to suspend your use of the Spaceship US Investing Service and we may instruct Alpaca to place a hold on any Approved Securities held on your behalf and any pending trades to mitigate or recoup any potential or actual liabilities or losses to Spaceship.

14.4 Sale proceeds, cash dividends, distributions and other receipts received on your behalf will be direct-credited to your linked bank account typically within four Business Days but can take longer. Spaceship is not liable for any loss or damage arising from funding delays or errors.

15. Trust account

15.1 Payments from you to fund buy orders, or payments received from Alpaca for your benefit in connection with a sell order, dividend or distribution, will be settled in a trust account that is owned by Zepto on our behalf.

15.2 You will not receive any interest on money held for you in the trust account. We may receive from Zepto a share of income generated on money held for you in the trust account.

15.3 You may direct us via the Spaceship App to do the following with money that is held on your behalf in the trust account:

- a) transfer funds to Alpaca to fund a buy order in accordance with your instructions;
- b) in the case of sale proceeds, dividends, other receipts received on your behalf, or unused residual funds after a buy order is executed or cancelled, pay to a Service Provider for the purpose of the Service Provider paying the money to you or otherwise comply with a withdrawal request to pay money to your linked bank account; or
- c) pay any other amount (including our remuneration, fees, costs, and expenses) that, in accordance with this Agreement, is payable by you or from your Spaceship Account to us, Alpaca or any other person.

15.4 You acknowledge that funds held in the trust account may be used to facilitate the daily bulk netting of Spaceship US Investing Service customers' orders but that the total amount held and payable to you will not increase or decrease as a result of this process.

16. Instructing us to initiate a trade on your behalf

16.1 You can instruct us through the Spaceship App to place a trade request (buy order or sell order) for Approved Securities on your behalf with Alpaca.

16.2 When we receive a valid instruction from you, and subject to the terms of this Agreement, we will place the trade request with Alpaca on your behalf. Your orders will be sent by us on your behalf to Alpaca for execution on a 'Good For Day' expiry basis and will be subject to the terms and conditions outlined in the Alpaca Customer Agreement.

16.3 You are solely responsible for ensuring the accuracy and completeness of all instructions. You authorise us to act on any instructions we genuinely believe are given by you. We are entitled to assume that any instructions given via the Spaceship App using your Spaceship Account details are from you and will constitute a valid instruction. We are not required to, and will not, make any further inquiry or investigation as to the legitimacy of any instructions purported to have been received from you via the Spaceship App using your Spaceship Account.

16.4 When you place an instruction, we may provide you an estimate of units, prices and fees. You accept that the estimate and the fees charged may be different to what your instruction actually executes at. You also acknowledge that the price at which the instructions are executed may be different to the price of the Approved Security at the time you gave your instructions. We don't guarantee your instructions will be executed in full or in part or by a certain time.

16.5 Your instruction will be assessed as to whether it meets our minimum and maximum value limits, which may change from time to time and be published by Spaceship on the Spaceship website within a reasonable period prior to the limit taking effect. Your instruction will not be accepted if it falls outside these limits.

16.6 We are not obliged to accept any instruction from you, and we may, for any reason, decline to act on your behalf in relation to any particular dealings, without explanation or advanced notice. Where legally permissible

and practicable, we will give you notice and reasons if we decline to act on your behalf in relation to any particular dealings.

16.7 We may, for any reason, cancel any instruction or restrict your ability to submit instructions to us in connection with the Spaceship US Investing Service. Where legally permissible and practicable, we will give you notice and reasons for any cancelled instruction or restriction on ability to submit instructions.

17. Buy orders

17.1 You can instruct us through the Spaceship App to place a buy order request for Approved Securities on your behalf with Alpaca.

17.2 We will only deliver your trade request to Alpaca once we have confirmed you hold cleared funds in the trust account that cover the amount payable in connection with the trade request. If funds fail to clear, your order will be cancelled.

17.3 If your order is accepted by Alpaca, your order will be eligible for execution during US Market Hours in accordance with the Alpaca Customer Agreement. Please note that US Market Hours are different to Australian market hours and that US markets close on public holidays that may be different to those in Australia.

17.4 You acknowledge that there may be a period of time (typically two Business Days but may be longer) between when you place the instruction with us and when funds are cleared and therefore when the order is placed with Alpaca. You acknowledge that we are not responsible for missed market opportunities arising for any reason including because of a delay in clearing funds.

17.5 We accept value orders only, which is an instruction to buy up to a maximum investment amount in Australian dollars at the market price. Your instruction will be subject to a currency conversion to US dollars, in accordance with the 'Currency conversion' section set out below.

17.6 You acknowledge that any applicable fees payable to us or Alpaca will be deducted from the maximum investment amount.

17.7 You acknowledge that you may receive fractions of Approved Securities.

17.8 You acknowledge that the final execution you receive may not fully utilise the maximum investment amount requested, due to market conditions or other factors. For orders funded by direct debit, any unused residual funds will be sent back to you by direct credit into your linked bank account.

18. Investment plans

18.1 You can establish an investment plan to make regular periodic purchases of Approved Securities using the Spaceship US Investing Service through the Spaceship App.

18.2 On the dates specified in your plan, we will initiate a direct debit request from your linked bank account for the requisite funds. As with other buy orders, we will wait for funds to clear before each trade request is sent to Alpaca for execution.

18.3 By establishing an investment plan, you authorise us to initiate direct debits and trade requests on your behalf on each date in your investment plan until your investment plan is cancelled (for any reason) or your

access to the US Investing Service is restricted, suspended or terminated (for any reason). We are not liable to you for any unwanted purchases where you have failed to cancel your investment plan before we perform this process.

18.4 We may cancel your investment plan for any reason and without prior notice if a direct debit fails on consecutive drawdown dates.

19. Sell orders

19.1 You can instruct us through the Spaceship App to place a sell order request for Approved Securities on your behalf with Alpaca.

19.2 We accept 'at market' orders only, which is to sell an Approved Security based on a specified number of shares, securities or units at the market price. You are permitted to submit a fractional number of shares, securities or units subject to our minimum and maximum value limits.

19.3 If your order is accepted by Alpaca, your order will be eligible for execution during US Market Hours in accordance with the Alpaca Customer Agreement. Please note that US Market Hours are different to Australian market hours and that US markets close on public holidays that may be different to those in Australia.

19.4 You acknowledge that you own the Approved Securities that you are selling. Once we have verified that you have sufficient Approved Securities to sell, we will pass your order to Alpaca to be eligible for execution.

19.5 You acknowledge that any applicable fees payable to us or Alpaca will be deducted from the sale proceeds.

19.6 Your sale proceeds will be subject to a currency conversion to Australian dollars, in accordance with the 'Currency conversion' section set out below.

20. Amending and cancelling order requests

20.1 A "one-off" instruction cannot be amended; it must be cancelled within the applicable time frame and resubmitted.

20.2 For "one-off" buy order requests, you can cancel the order request up until the time that the requisite funds for the order request are cleared. Once the requisite funds have cleared, the order request cannot be cancelled and may be processed for execution.

20.3 For sell order requests, the request can be cancelled outside of US Market Hours. During US Market Hours, a sell order request cannot be cancelled.

20.4 For investment plans, you can cancel the plan at any time. When a buy order request has been created in accordance with an investment plan, you can cancel the order request up until the time that the requisite funds for the order request are cleared. Once the requisite funds have cleared, the order request cannot be cancelled and may be processed for execution.

20.5 Spaceship will make reasonable attempts to process your instruction to cancel but cannot be held liable for delays or failures in sending cancellation instructions to Alpaca or for delays by Alpaca in acting on such instructions.

21. Settlement

21.1 When your buy order executes, the amount of money you owe for settlement is specified on the relevant trade confirmation provided by Alpaca to you. The cleared funds held in the trust account will be transferred to Alpaca who will use the amount to meet the settlement.

21.2 You agree that if you fail to meet settlement for your buy order for any reason, you authorise us to direct Alpaca to sell any of your Approved Securities and you direct us to apply sale proceeds to cover settlement and any associated costs. We may also suspend your access to the Spaceship US Investing Service.

21.3 When your sell order executes, the amount of money owing to you is specified on the relevant trade confirmation provided by Alpaca to you. Once settlement has completed, and funds are received from Alpaca, we will pay these funds to you by direct credit into your linked bank account, which may take several Business Days to clear.

22. Currency conversion

22.1 The Spaceship US Investing Service enables you to submit order requests to Alpaca in Australian dollars to buy and sell Approved Securities. Alpaca will arrange any necessary currency conversion.

22.2 When buying or selling an Approved Security, the applicable FX rate is determined by Alpaca around the time that the order is sent to market. We may provide you with an estimate of the FX rate but the actual FX rate you get may be different to the estimate.

22.3 You agree that you will bear the foreign exchange risks of trading in US Securities. We will not be liable for any loss or damage suffered by you as a result of an FX transaction or the timing of an FX transaction.

22.4 Buy orders and sell orders are subject to an FX fee as specified in the US Investing Fee Schedule. For buy orders, the FX fee is deducted from the notional value requested. For sell orders, the FX fee is deducted from the sale proceeds. We will receive a share of the FX fee.

22.5 For corporate actions that result in a cash distribution to you, the cash is converted to Australian dollars using the FX rate determined by Alpaca on the day that your distribution is calculated by Alpaca.

23. Statements, documents and notices

23.1 The Spaceship US Investment Service is a fully digital service. You agree to receive statements, other documents and notices, including trade confirmations and changes to this Agreement, electronically by means of in-app messages or emails.

23.2 You are responsible for making sure your email address linked to your Spaceship Account is valid and kept up to date. You agree that notice provided via email has been validly given to you if it has been sent to the email address linked to your Spaceship Account, or we have made reasonable but unsuccessful efforts to send it to that email address.

23.3 You authorise us to send you electronic trade confirmations or monthly statements to your email address from time to time.

23.4 We will provide you access to your trade confirmations and monthly statements of your settled buy and sell

orders. These confirmations may contain a series of orders rather than individual orders and constitute evidence of the transaction occurring.

24. Dividends and distributions

24.1 Dividends and distributions from your Approved Securities are calculated by Alpaca in accordance with the Alpaca Customer Agreement.

24.2 When a dividend or distribution results in a cash payment, the amount is converted to Australian dollars in accordance with the terms described in the 'Currency conversion' section of this Agreement.

24.3 For cash payments, we will pay this to you via a direct credit into your linked bank account once we receive the payment from Alpaca. It may take several Business Days for funds to clear in your bank account.

25. Fees and costs

25.1 You authorise us to charge the applicable fees outlined in the Spaceship US Investing Fee Schedule available at spaceship.com.au/important-documents (as amended from time to time), or as otherwise notified to you from time to time (**Spaceship US Investing Fee Schedule**).

25.2 We may change the fees and costs for the Spaceship US Investing Service from time to time. We will provide you with at least 30 calendar days' notice of a fee change but, where it is not reasonably practicable to do so, we may change fees with less notice.

25.3 You agree to some fees being deducted from your buy or sell orders or linked bank account as outlined in our Spaceship US Investing Fee Schedule. You acknowledge some fees and costs are collected by Alpaca and some are collected by Spaceship.

25.4 We reserve the right to charge fees through various methods including via direct debit.

25.5 In the case of fees that are to be deducted via direct debit, you must set up a direct debit authority to pay your fees as disclosed in the US Investing Fee Schedule. If we are unable to successfully direct debit your linked bank account for fees owing, we will endeavour to contact you and retry direct debit requests.

25.6 If we are not able to collect fees and costs owing to us, we may take action on your US Investing Account including:

- placing a block on further buy or sell orders;
- accruing unpaid fees;
- liquidating your holdings or a portion of your holdings in order to cover fees owing; and/or
- taking a portion of your sale proceeds to cover accrued fees.

25.7 Neither Spaceship nor Alpaca is liable for any loss or damage to you resulting from the inability to trade on your US Investing Account, or from liquidating your holdings or a portion of your holdings, where such action has been taken in order to recoup fees and costs owing to Spaceship or Alpaca.

25.8 We reserve the right to discount some fees for some customers as part of any offer or promotion.

26. Holdings and transfers

26.1 You may be able to transfer Approved Securities from and to another brokerage firm through ACATS. We or Alpaca may refuse an application to transfer holdings in or out your US Investing Account where you have not satisfied the requirements to transfer your Approved Securities.

26.2 You are solely responsible for ensuring the accuracy and completeness of your application to transfer holdings. You authorise us to act on an application to transfer holdings that we genuinely believe is given by you.

26.3 You cannot transfer any other type of financial product or US Security into your US Investing Account other than the Approved Securities.

26.4 We may require transfers of Approved Securities instructions to be provided in a specific form as stipulated by us. You can only transfer whole shares, securities or units in or out of your US Investing Account. Fractional shares, securities or units are not transferable.

26.5 Transfers of holdings in or out of your US Investing Account may be subject to fees, as indicated in the US Investing Fee Schedule. Where applicable, you authorise us to charge these fees by debiting your linked bank account and no action will be taken on your transfer request until those fees are cleared. You authorise us to sell any of your Approved Securities to cover fees should we not be able to collect these fees any other way. Additional processing fees may be charged by the other brokerage service.

26.6 We do not guarantee that a transfer request will be processed within a certain period of time. We are not liable for loss or damage that may result from delays or errors in the transfer of your Approved Securities.

27. Tax considerations

27.1 The taxation implications of investing in international securities are complex and different from investing in Australian securities. You should seek advice from an authorised tax professional to evaluate whether an investment in international securities is appropriate to your particular financial circumstances and to ascertain whether you are entitled to claim back any withholding taxes. Spaceship is not a registered tax agent and does not purport to provide you with any tax advice.

27.2 US Securities and other financial products may attract withholding taxes on income and cash dividends in some jurisdictions. Alpaca will withhold tax at the rate applicable under local laws. The rate may be different from treaty rates agreed to between Australia and the applicable foreign country. We reserve the right not to make or support any application to reclaim the withheld tax on the US Securities or financial products. We recommend you consider how this may impact your particular financial circumstances.

27.3 Spaceship is not liable for any tax implications and it is your responsibility to ensure that your details are up to date with the necessary regulatory body. We will assist you in the filing of W-8BEN and similar forms through Alpaca but cannot be responsible for any adverse implications.

27.4 In order to open a US Investing Account, you must provide your TFN, which is required by Alpaca. You authorise us to provide your TFN to Alpaca.

28. Compliance with FATCA/CRS obligations

You agree and authorise us to share your information with Alpaca and the Australian Taxation Office if it is

necessary to do so to comply with our FATCA and CRS obligations.

29. Exercise of any right and power

29.1 In relation to Approved Securities that Alpaca holds for you, Spaceship is under no obligation to inform you of:

- corporate actions (including any dividend elections, rights issue, delisting event, etc.);
- the dates on which any shareholders' or bondholders' meetings of the companies will be held;
- the items on the agendas of such meetings;
- any notices, proxies, or proxy soliciting materials in relation to such Approved Securities; or
- any voting rights attached to the Approved Securities.

29.2 The Alpaca Customer Agreement sets out the terms and conditions in relation to corporate actions, meetings, and notices on Approved Securities that Alpaca holds for your US Investing Account.

30. Risks of investing in US Securities

30.1 Computer-based systems such as those used by Spaceship and Alpaca are inherently vulnerable to disruption, delay or failure. You acknowledge that your orders may not be able to be executed if the Spaceship US Investing Service or Alpaca's brokerage service is unavailable.

30.2 You acknowledge that under no circumstances is Spaceship liable to you for any loss or damage that may result from an inability to access markets or cancel your orders due to such disruption, delay or failure other than where due to the gross negligence or wilful misconduct of Spaceship.

30.3 Investing in financial products such as US Securities carries risk, some of which may be different and more complex than investing locally in Australia. Relevant risks include:

- taxation (tax consequences of investing in the US);
- market risk (the value of your investments will go up and down, and you could lose some or all of the amount invested);
- foreign exchange risk (investments denominated in foreign currencies face foreign exchange risk, which can impact the value of your investments);
- ESG risk (an environmental, social or governance event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of an investment);
- ETF investment strategy risk (the risk that the investment strategy underperforms relative to other investment strategies, for example ETFs that use a sustainability criteria which limit the types and number of investment opportunities available to those ETFs may underperform other funds whose underlying investments do not use sustainability criteria);
- counterparty or default risk (the risk that a person with whom you or Spaceship contract in relation to the Spaceship US Investing Service fails to meet its contractual obligations, resulting in losses); and
- cyber risk (the risk of an incident impacting the confidentiality, integrity or availability of systems or information).

30.4 We recommend that you obtain professional financial, legal and taxation advice before deciding whether investing in US Securities is right for you.

31. Our liability to you

31.1 We will indemnify you for any claims, losses, expenses or liability suffered or incurred by you as a result of a breach by us of this Agreement, provided that our liability to indemnify you will be proportionately reduced to the extent that you caused or contributed to the relevant claim, loss, expense or liability.

31.2 Without prejudice to any other exclusion or limitation of Spaceship's liability in this Agreement or otherwise, Spaceship:

- makes no warranty about the quality or fitness for any purpose of the services provided by us or by any Service Provider under or in relation to this Agreement (except that we do not exclude or limit the application of any implied warranty arising under statute where to do so would contravene the statute or cause any term of this Agreement to be void); and
- is not liable to you for any failure to perform, or delay in performing, under this Agreement due to causes beyond Spaceship's reasonable control.

31.3 Notwithstanding any other provision to this Agreement, you hereby acknowledge and agree that, provided that we have selected, engaged and retained a Service Provider with reasonable care, we shall not be liable to you for any or loss or damage suffered or incurred by you as a result of any act, omission, default, insolvency, error or negligence of such Service Providers.

31.4 Spaceship does not guarantee the performance of any Approved Securities.

31.5 You acknowledge that all information and materials available on the Spaceship App are to be used only for information purposes. Spaceship makes no warranties about the accuracy of the information or materials or about any conclusions derived from or investment decisions based on the information or materials.

31.6 Information, including market data, on our website and in the Spaceship App has been obtained from sources we believe to be accurate and reliable. Spaceship is not liable to you for any loss you incur as a result of information on our website and in the Spaceship App provided we have used reasonable care in selecting data providers and that we have acted without negligence, fraud or dishonesty in sourcing and presenting the information.

32. Your indemnity to us

You indemnify Spaceship for any claims, losses, expenses or liability suffered or incurred by Spaceship or its officers or employees as a result of:

- a breach by you of this Agreement;
- Spaceship acting on your instructions; or
- any incorrect, misleading or deceptive information provided by you,

provided that your liability to indemnify us will be proportionately reduced to the extent that Spaceship caused or contributed to the relevant claim, loss, expense or liability.

33. Assignment

33.1 Spaceship may assign, transfer or novate any of its rights and obligations under this Agreement with ten Business Days' notice to you.

33.2 You may not assign, transfer or novate any of your rights and obligations under this Agreement without our prior written consent (which shall not be unreasonably withheld).

34. Changes to this Agreement

We can change this Agreement at any time with reasonable prior notice to you. We recommend that you check our website or the Spaceship App from time to time for the latest copy of this Agreement.

35. Severance

If any provision of this Agreement is void or unenforceable, that provision is to be severed or read down to the extent of the invalidity, without affecting the validity or enforceability of the remaining provisions.

36. Jurisdiction and governing law

36.1 This Agreement is governed by Australian laws.

36.2 This Agreement is governed by and interpreted in accordance with the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from those courts.

37. Complaints

37.1 We want you to have a good experience when investing with us. If you are dissatisfied or have a complaint about our financial services, please contact us at help@spaceship.com.au or 1300 049 532.


37.2 When we receive your complaint we'll aim to acknowledge your complaint within one Business Day or as soon as practicable. In the meantime we'll aim to resolve your complaint within five Business Days.

37.3 Where we're unable to resolve your complaint within five Business Days, we'll consider and provide a response to your complaint within 30 days. If an issue has not been resolved to your satisfaction, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

37.4 The contact details for AFCA are:

- Website: afca.org.au
- Email: info@afca.org.au
- Telephone: 1800 931 678
- Post: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

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 In-app chat