

# Client Agreement Option 2

## Sole Trader

### Terms and Conditions

#### 1. Background

- 1.1 The Term Deposit Shop Pty Limited ('TTDS') carries on the business of providing information to its clients about alternatives for depositing money into various term deposit accounts, and assisting its clients to open and manage the accounts.
- 1.2 TTDS will provide services to the person named in Item 1 of the Schedule to this Agreement ('the Client') in accordance with the Terms and Conditions set out in this Agreement.
- 1.3 The Terms and Conditions include and are subject to any special conditions agreed between the Client and TTDS set out in Item 3 of the Schedule to this Agreement ('Special Conditions'). To the extent that there are any inconsistencies between the Terms and Conditions and the Special Conditions the Special Conditions prevail to the extent of that inconsistency.
- 1.4 The Client agrees to the Terms and Conditions and Special Conditions (if any) set out in this Agreement.
- 1.5 All references to term deposit accounts in this Agreement include deposit accounts with set maturity dates and any other type of interest bearing deposit products, including internet based savings accounts.

#### 2. Services

- 2.1 TTDS will provide information to the Client about:
  - 2.1.1 term deposit accounts with different banks, credit unions, building societies, and other Authorised Deposit Taking Institutions permitted under the Banking Act 1959 (Cth) to take deposits ('ADIs'); and
  - 2.1.2 the prevailing interest rates for those term deposit accounts.
- 2.2 TTDS will, on the Client's instructions:
  - 2.2.1 open a term deposit account selected by the Client ('the Client's Account');
  - 2.2.2 collate, complete and lodge documents with the relevant ADI;
  - 2.2.3 nominate TTDS's address as the address for service of statements and other correspondence from the ADI in respect of the Client's Account;
  - 2.2.4 assist and facilitate in arranging for the Client to deposit funds into the Client's Account;
  - 2.2.5 on maturity of the Client's Account collate, complete and lodge documents regarding the release of funds from the Client's Account or to roll over the Client's Account to a new account; and
  - 2.2.6 liaise with the ADIs generally in respect of the Client's Account.(together 'the Services')

#### 3. Renewal and Maturity of Account

- 3.1 TTDS will provide notice to the Client prior to the date of the Client's Account maturing to seek instructions for the action required on the maturity of the Client's Account.
- 3.2 If the Client does not provide instructions prior to the Client's Account maturity date, TTDS will instruct the ADI to deposit the funds into the Client's Nominated Account set out in Item 2 of the Schedule to this Agreement ('the Client's Nominated Account').

#### 4. Client's Obligations

The Client will:

- 4.1 provide to TTDS any number of forms of identification that TTDS require to open and maintain the Client's Account and will provide certified copies of that identification if requested by TTDS;
- 4.2 provide any information TTDS reasonably requires to allow TTDS to verify the Client's identification electronically or over the telephone where required;
- 4.3 deposit its funds into the Client Account;
- 4.4 provide instructions to TTDS in a timely and clear manner and, if requested by TTDS in writing; and
- 4.5 do all things reasonably requested by TTDS to assist TTDS to provide the Services.

#### 5. Power of Attorney

The Client appoints TTDS to be the Client's attorney for the term of this Agreement and on the terms set out in this clause 5.

The Term  
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L16, 211 Victoria Square  
Adelaide SA 5000  
Ph 08 8231 9250

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- 5.1 Subject to clause 5.2, TTDS may do all things, on behalf of the Client, which are reasonably necessary to facilitate the provision of the Services including, but not limited to, signing documents on behalf of the Client.
- 5.2 TTDS may only exercise this power of attorney following the Client's verbal and, or, written instructions to perform any, or all, of the Services.
- 5.3 This power of attorney is to become effective immediately upon the execution of this Agreement.
- 5.4 In the event that the Client suffers any subsequent legal incapacity, the Client authorises the Client's legal representative to provide the necessary instructions to TTDS pursuant to clause 5.2.

#### 6. Interest

Unless the Client instructs TTDS otherwise, TTDS will arrange for payments of interest by the relevant ADI on the Client's Account to be made directly into the Client's Nominated Account.

#### 7. Costs

- 7.1 TTDS will charge a service fee of the equivalent of 0.15% per annum (including Goods and Services Tax) of the principal of the Client's Account, to be paid out of the interest earned on the Client's Account ('the Service Fee').
- 7.2 For example, if a Client's Account of \$1,000 is receiving interest of 5.15% per annum, the Client will receive 5% per annum (\$50) and TTDS will receive a Service Fee of 0.15% per annum (\$1.50).
- 7.3 Subject to clause 7.4, the Service Fee is payable by the Client:
  - 7.3.1 each time that interest is paid by the relevant ADI on the Client's Account; and
  - 7.3.2 each time the Client's Account matures, is rolled over or the funds are released (whether on maturity or prior to maturity).
- 7.4 If the relevant ADI agrees, TTDS may receive payment of the Service Fee directly from the ADI prior to the times referred to in clause 7.3.
- 7.5 Where clause 7.4 applies, the total interest received by the Client will be net of the Service Fee.
- 7.6 The rate of the Service Fee may be varied by TTDS at any time but will only take effect in respect of any future Client's Accounts to be opened, or following a roll over. If TTDS chooses to vary the Service Fee, it will provide the Client notice prior to the maturity date, outlining the Service Fee that will apply in the future.
- 7.7 The Client is responsible for any ADI, government or other fees arising in connection with the Client's Account.

#### 8. Direct Debit Request and Authority

- 8.1 The Client requests and authorises that TTDS (Direct Debit user ID 410873) debit directly from the Client's Nominated Account the Service Fee each time an event in clause 7.3 occurs.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated in Item 2 of the Schedule to this Agreement and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.
- 8.2 The Client acknowledges that:
  - 8.2.1 the direct debit will occur on the terms and conditions set out in the Direct Debit Request Service Agreement which was provided to the Client at the time the Client entered into this Agreement;
  - 8.2.2 the Client has read, understood and agrees to the terms and conditions set out in the Direct Debit Request Service Agreement; and
  - 8.2.3 TTDS may directly debit the Client's Nominated Account until this Agreement is terminated in accordance with clause 10.
- 8.3 TTDS will only change the direct debit amount in accordance with this Agreement.

**9. Client Instructions**

- 9.1 Where the Client comprises two or more persons, each person authorises TTDS to take instructions relating to the provision of the Services from one of the persons, or any other person specified in the Special Conditions, on behalf of the Client.
- 9.2 Where the Client is a corporation within the meaning under the Corporations Act 2001 (Cth), the Client authorises TTDS to take instructions relating to the provision of the Services from any of its directors, secretaries, authorised agents or by any other person(s) nominated by the Client in the Special Conditions or nominated subsequently in writing.

**10. Term and Termination**

- 10.1 This Agreement:
  - 10.1.1 commences on the date of this Agreement and will continue until:
    - (a) either party provides three business days written notice to the other party to terminate this Agreement; or
    - (b) the Client enters into a new Client Agreement with TTDS; and
  - 10.1.2 will apply to each of the Client's Accounts unless notified by TTDS.
- 10.2 If this Agreement is terminated during the term of the Client's Account, TTDS is entitled to the Service Fee payable in respect of the Client's Account for the whole of the term of the Client's Account and all obligations under this Agreement will continue until maturity of the Client's Account and until payment of the Service Fee.

**11. Confidentiality**

- 11.1 TTDS must keep confidential any of the Client's confidential information (in any form) ('the Confidential Information') and if applicable, must comply with the Privacy Act 1988 (Cth).
- 11.2 TTDS may disclose the Confidential Information:
  - 11.2.1 to any ADI or its employer or contractor;
  - 11.2.2 to an employee or contractor of TTDS; or
  - 11.2.3 where the disclosure is required by law or rules of stock exchange, government or government agency having jurisdiction over TTDS.
- 11.3 This clause 11 survives termination of this Agreement.

**12. Product Disclosure Statement**

- The Client acknowledges that:
- 12.1 the Client will be expressly instructing TTDS to provide information about term deposits immediately and it is not reasonably practicable for TTDS to give a Product Disclosure Statement ('PDS') to the Client before the Client deposits its funds in the Client's Account; and
  - 12.2 the Client will have access to the relevant PDS and does not require TTDS to provide it with a hard copy of the PDS.

**13. Tax File Number Disclosure**

- 13.1 TTDS has requested the Client's Tax File Number ('TFN') to facilitate the provision of the Services. The Client is aware that it does not have to provide its TFN, but if the Client does not do so, the Client may be taxed at the highest marginal rate.
- 13.2 Where the Client has provided its TFN, TTDS will collect and maintain a record of its TFN on a confidential basis and will only use the TFN for the sole purpose of performing the Services. TTDS may also give the Client's TFN to the Commissioner of Taxation.

**14. Liability**

- 14.1 The Client acknowledges that:
  - 14.1.1 TTDS is providing information only and is not providing financial advice;
  - 14.1.2 the Client is choosing which term deposit accounts to deposit its funds into, not TTDS;
  - 14.1.3 TTDS is only providing information about term deposit accounts and no other financial products or other asset classes;
  - 14.1.4 TTDS is not providing information about all term deposit accounts available in the market; and
  - 14.1.5 the Client should seek financial advice from a financial professional if the Client requires advice about the Client's particular circumstances or about different classes of investments.
- 14.2 The Client indemnifies TTDS from and against any and all loss, damage or liability suffered by TTDS in the course of performing the Services.
- 14.3 TTDS will be liable to the Client, and only the Client, for any direct (but not any indirect or consequential) loss or damage caused by fault on the part of TTDS as a result of performing the Services. TTDS will not be liable for any loss suffered by the Client in respect of the Client's choice of the Client's Account or the performance of the Client's Account or the performance of the relevant ADI.
- 14.4 Where the Client is made up of two or more persons, all of the persons together are the Client and are jointly and severally liable under clauses 14.2 and 14.3.

**15. Dispute Resolution**

- 15.1 Any dispute that may arise out of the relationship between TTDS and the Client will be addressed in accordance with TTDS's internal dispute resolution processes. Further details of these processes will be provided by TTDS at the Client's request.
- 15.2 If any dispute between the Client and TTDS has not been resolved to the Client's satisfaction, the Client may refer the matter to the Financial Ombudsman Service.

**16. Governing Law**

This Agreement is governed by the laws of South Australia and the Commonwealth of Australia.

**Schedule**

*The Client • Sole Trader*

|               |                 |  |            |  |                |  |
|---------------|-----------------|--|------------|--|----------------|--|
| <b>Item 1</b> | Full Name:      |  |            |  | Date of Birth: |  |
|               | Business Name:  |  |            |  |                |  |
|               | Address:        |  |            |  |                |  |
|               | Postal Address: |  |            |  |                |  |
|               | Email:          |  | Telephone: |  |                |  |
|               | TFN:            |  | ABN:       |  |                |  |

*Client's nominated account*

|               |               |  |
|---------------|---------------|--|
| <b>Item 2</b> | Bank Name:    |  |
|               | BSB:          |  |
|               | Account No:   |  |
|               | Account Name: |  |

*Special conditions*

|               |  |
|---------------|--|
| <b>Item 3</b> |  |
|               |  |
|               |  |

*Executed as an agreement • Signed by the Client as named in item 1*

|                   |            |  |
|-------------------|------------|--|
| <b>The Client</b> | Signature: |  |
|                   | Date:      |  |
|                   | Name:      |  |