



## GLOSSARY OF TERMS

“**ADI**” has the meaning given to it in section 5 of the *Banking Act 1959* (Cth).

“**Authorised Persons**” means employees, agents or officers authorised by a User use the Platform on behalf of that User.

“**Business Day**” means a day other than Saturday, Sunday or public holiday in New South Wales, Australia.

“**Commencement Date**” means the date specified in the Schedule of the applicable agreement.

“**Confidential Information**” means all information (whether written, oral or by another means and whether directly or indirectly) relating to a party, including:

- (a) information which is disclosed, made available, communicated or delivered to the other party in connection with an agreement to which Imperium Markets is a party;
- (b) a party's Intellectual Property Rights, software, products, specifications, data, systems, operations, processes, plans or intentions, product information, know-how and market opportunities;
- (c) business, identity and affairs of a party which comes into the possession of the other party, including any market or commercially sensitive information;
- (d) User Content; or
- (e) any other information designated by a party as confidential or is considered confidential in nature,

but excludes information:

- (f) which is in or which subsequently enters the public domain other than as a result of a breach of an agreement with Imperium Markets;
- (g) which is lawfully obtained by the recipient from another person entitled to disclose such information;
- (h) which is independently developed by the recipient; or
- (i) which is disclosed pursuant to legal requirement or order.

“**Consequential Loss**” means any loss, damage or expense recoverable at law:

- (a) other than a loss, damage or expense that would be suffered or incurred by any person in a similar situation to the person suffering or incurring the loss, damage or expense; or
- (b) which is a loss of:
  - (i) opportunity or goodwill;
  - (ii) profits, anticipated savings or business;
  - (iii) data; or
  - (iv) value of any equipment,

and any costs or expenses incurred in connection with the foregoing.

“**Financial Products**” means term deposits, certificates of deposit, bank bills and debt securities.

“**Financial Product Contract**” means the separate contract that is formed between an Investor and an Issuer for the provision of a Financial Product.

“**Further Term**” means 12 months commencing on day following the end of the Initial Term or the preceding Further Term (as applicable).



**"GST"** means goods and services tax imposed pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**"Imperium Markets' Content"** means any content created (or which otherwise comes into existence) by Imperium Markets or on behalf of Imperium Markets by a third party (including all developments, modifications or enhancements to such content) in connection with, or appearing on or within, the Services or the Platform, including any data and aggregated data (other than User Content but may be data created in relation to User Content and the use of the Platform or the Services by a User), business names, trade marks, logos, images, product and/or service descriptions, names, information, and all intellectual property rights.

**"Initial Term"** means 12 months commencing on the Commencement Date.

**"Intellectual Property Rights"** means all intellectual property rights including patent, copyright, trademark (registered and unregistered), designs and any other rights of a like nature subsisting or conferred by law in force in any part of the world.

**"Investor Agreement"** means executed contract between Imperium Markets and the Investor.

**"Investors"** means organisations (who are wholesale investors as that term is defined in Chapter 7 of the *Corporations Act 2001* (Cth)) seeking to invest funds in Financial Products.

**"Issuers"** means an ADI as that term is defined in s5 of the *Banking Act 1959* (Cth) providing Financial Products.

**"Lead"** means a request to the Issuer to purchase the Financial Product generated by the Platform, which constitutes an offer to the Issuer.

**"Non-excludable Condition"** means an implied condition or warranty the exclusion of which from a contract would contravene any statute (including the *Competition and Consumer Act 2010* (Cth)) or cause any part of the contract to be void.

**"Platform"** means the website [www.imperium.markets](http://www.imperium.markets), the marketplace at that website, and any mobile or standalone application operating in conjunction with the website.

**"Platform Fee"** means the monthly fee payable to Imperium Markets for the use of the Platform.

**"Pre-Existing Intellectual Property Rights"** means a User's Intellectual Property Rights as at the Commencement Date and any Intellectual Property Rights which replace or supersede those rights from time-to-time.

**"RFQ"** means request for quotation for the provision of Services created by an Investor on the Platform.

**"Rules"** means the market operating rules that apply to a User of the Platform and Services as amended by Imperium Markets from time to time.

**"Services"** means the service of providing the Platform and facilitating: a) the introduction of Investors to Issuers; b) the ability for Investors to create and Issuers to respond to RFQs and Leads; c) the ability to confirm and enter into a Financial Product Contract off Platform on the generation of a Successful Lead; and d) the ability for Users to view data entered into the Platform via the Platform's reporting capabilities.

**"Special Conditions"** means the special conditions specified in Schedule of the applicable agreement.

**"Successful Lead"** means a Lead accepted by the Issuer.

**"Terms"** means the terms and conditions that apply to a User of the Platform and Services as amended by Imperium Markets from time to time.



**"Third Party Services"** means the promotions and links to services offered by third parties as may be featured on the Platform from time to time.

**"Transaction Fee"** means the fee payable by the Issuer for each Financial Product Contract created on the Platform.

**"User"** means a person or organisation who has signed up to the Platform, whether as the Investor, Issuer or otherwise.

**"User Content"** means any content (whether created by the User or a third party) that is supplied by, or on behalf of, the User when using the Services, including any User Supplied Information, business names, trademarks, logos, images and all Intellectual Property Rights.

**"User Supplied Information"** means form of communication, engagement, transaction, information or other material, such as requests, details, criteria, product or service details, offers, statements, representations, rates, securities, reports, analyses, data, advice, recommendations, investments, terms and conditions, product disclosure statements, key fact sheets, Financial Product Contracts or corporate information, provided by Users.

### **Rules of Interpretation:**

In all Imperium Markets' agreements, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (e) a reference to time is to the time in New South Wales, Australia;
- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (i) headings are for ease of reference only and do not affect interpretation;
- (j) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.