

Terms and Conditions – Service Agreement

General Terms:

1. This agreement is between Investor DNA Pty Ltd (ACN 663 901 309) acting as Trustee to Investor DNA Trust (ABN 36 987 581 121) and 'THE CLIENT', being any financial practice who registers to use Investor DNA via our website www.investordna.com.au.
2. 'Financial Practice' refers to any financial institution including dealer group, bank, insurance, brokerage or financial advice entity that provides professional financial advice under AFSL licence registered with Investor DNA.
3. Registering with Investor DNA indicates that you agree to our terms and conditions.
4. To register with Investor DNA, a financial practice must hold a valid financial licence registration in their respective country. Within Australia, all practices must hold a valid Australian Financial Services Licence (AFSL) either directly or legally under an existing valid AFSL from a parent company, dealer group or other valid association.
5. Investor DNA provides provisional approval of your financial practice to use Investor DNA, subject to the validation of your financial services licence. Investor DNA may suspend access to the system until this requirement is satisfied.
6. All prices quoted on our website are in Australian dollars, excluding GST. When purchasing via STRIPE all prices are converted into local currency.
7. International prices are calculated based on the exchange rate set by STRIPE, our online payment partner.
8. Investor DNA Pty Ltd reserves the right to modify its terms and conditions, including its pricing structure, from time to time as deemed necessary.
9. Investor DNA reserves the right to suspend or terminate your account based on a breach of these terms and conditions or any behaviour deemed unethical or not in accordance with the spirit of this agreement.

Registration:

10. Each financial practice nominates a prime contact/administrator to liaise with Investor DNA for admin purposes. The administrator can access the practice dashboard, register and deregister advisers, purchase subscriptions/tokens, and track activity.
11. They can also switch from 'practice dashboard' to 'adviser dashboard' if they operate as a financial adviser for the financial practice.
12. You are provided with a unique Practice ID when registering your financial practice. All financial advisers require the Practice ID code to complete their registration process, linking them to your financial practice.

13. A financial adviser can register directly from our website, or this function can be completed by your selected systems administrator.
14. All financial advisers using the Investor DNA system must operate under a current Australian Financial Services Licence (AFSL), either directly or as a representative of another entity/dealer group that holds a current AFSL.
15. Investor DNA will send you an email asking you to confirm your registration details.

The Investor DNA Complimentary Trial

16. Investor DNA, at its sole discretion, may offer a financial practice a **complimentary trial** that provides each financial adviser with ONE (1) complimentary Investor DNA profile.
17. If granted a complimentary trial, all terms and conditions including copyright and confidentiality apply during the trial period. Any breach will result in an immediate termination of the trial period.
18. At the end of the trial period and if wish to proceed, your practice will need to register and purchase 'pay as you go' tokens or a practice subscription to use the Investor DNA system.

Token 'Pay as you go' system:

19. Investor DNA offers a 'pay as you go' system based on the purchase of tokens.
20. Tokens are \$169 AUD ex GST per token, with ONE token redeemable for ONE Investor DNA profile.
21. The token system requires a financial practice to pre-purchase a minimum of 5 tokens in a single transaction. There is no limit to the number of tokens that can be pre-purchased in a single transaction.
22. All registered advisers linked to your financial practice via your Practice ID can use your tokens, enabling them to invite clients to complete the Investor DNA Discovery Questionnaire.
23. Each time an adviser invites a client via email to complete the Investor DNA Discovery Questionnaire, **your token balance is reduced by ONE**. Your current token balance is displayed on your practice dashboard in real-time.
24. Your practice dashboard enables you to purchase tokens, provides payment history and provides access to client profiles.
25. Investor DNA will advise your entity when your rolling token balance falls below five tokens and requires a top-up to continue using the Investor DNA system.
26. Once your token balance drops to 5 tokens your purchase is made automatically using your preferred payment method.

27. Once the rolling token balance falls to zero (0), your entity will no longer be able to access the Investor DNA system until your token balance is restored and in credit or you upgrade to a practice subscription. You will receive a notification before and when this occurs.
28. Practices can upgrade from the 'pay as you go' token system to the subscription service at any time. Any unused tokens are not refundable.

Investor DNA Subscription Service:

29. Investor DNA offers a subscription service that is most suitable for high volume users. Subscriptions are \$169 AUD per month per adviser ex GST.
30. Your practice subscription is charged to your preferred payment option on a monthly basis.
31. The contract period is for 12-months from your date of registration. Once the 12-month contract expires, your subscription is automatically renewed for a further 12-months unless you unless you have advised us that you have chosen not to renew your subscription. This means that the total amount per adviser is \$2028 AUD ex GST.
32. Unregistered advisers cannot access Investor DNA through another registered adviser. To do so is a breach of our terms and will result in immediate suspension of your firm and possible cancellation of future access to the Investor DNA system.
33. You can **either purchase tokens OR a practice subscription**. If you choose a practice subscription service, all advisers are provided with unlimited access so there is no need to purchase tokens. You can upgrade from tokens to a practice subscription at any time.
34. The **contract period for a practice subscription is twelve (12) months**. Refunds are not available for cancellations prior to the end of the contract period.
35. Once the 12-month contract expires, your contract is automatically renewed for a further 12 months unless you advise us otherwise and wish to cancel the service at the end of the initial contract period.
36. Once a practice subscription has expired and is not renewed, all registered advisers will not have access the Investor DNA system.

Payment and Payment Security:

37. Investor DNA offers a range of credit card and payment options. Online purchases use the STRIPE payment platform. All payments, where possible are made via STRIPE. Investor DNA also accepts electronic funds transfer (EFT/bank transfer) for a practice subscription.
38. Stripe is certified to PCI Service Provider Level 1, the most stringent level of certification available in the payments industry today.

39. Your credit card details are not stored by STRIPE at any time when transacting on our website unless you authorise us to do so.
40. Each financial practice and their own **Practice Dashboard**. From your practice dashboard you can purchase token or a practice subscription and view purchase history, adviser activity, client profiles and register and de-register advisers, and manage practice registration details.
41. All financial advisers have access to their own **Personal Dashboard** that allows them to manage their own Investor DNA activity. This includes issuing and tracking client invitations to complete the Investor DNA Discovery Questionnaire. The dashboard also enables an adviser to view client records, client Investor DNA profiles, and manage their personal registration and password details.

Intellectual Property and Confidentiality:

42. Investor DNA Trust is the author and owner of the Investor DNA system and all associated intellectual property.
43. The Investor DNA materials, including the Investor DNA name, logo, brand, profiles, websites, tools, materials, processes and systems are solely owned by Investor DNA Trust and are subject to trademark and copyright protection.
44. All Investor DNA materials as described above may not be used in any manner other than its stated purpose.
45. All trademarks are registered under Australian law by IP Australia and Internationally under the World Intellectual Property Organisation – WIPO registration.
46. The Investor DNA name is protected under trademark 01808732 and international Registration No. 1 557 441.
47. The Investor DNA name is protected under the United Kingdom trademark WO0000001557441.
48. The Investor DNA name is protected under New Zealand trademark 1162862.
49. The Investor DNA logo is protected under trademark 2105386.
50. The Investor DNA 4-quadrant model is protected under trademark 2105402.
51. The Investor DNA profile style chart is protected under trademark 2106548.
52. The Investor DNA Decision Matrix is protected under trademark 2110288.
53. The Investor DNA Risk/Reward Model is protected under trademark 211027The Investor DNA Communication and Learning model is protected under trademark 2184901.

54. The Investor DNA Values and Beliefs Framework is protected under trademark 2165238.
55. The Investor DNA Decision Model is protected under trademark 2231790.
56. By subscribing to Investor DNA, Investor DNA does not transfer any intellectual property rights whatsoever from Investor DNA Pty Ltd to the financial practice.
57. All intellectual property remains the property of Investor DNA Trust and is not to be on-sold, re-licensed or re-badged to any other company or third party without the expressed written permission of Investor DNA Pty Ltd.
58. A client is granted and has IP rights over their own Investor DNA profile at all times.
59. The client agrees to grant access of their profile to their adviser in order to provide their service. The client has the right to retain their Investor DNA profile if they switch to different financial practice and/or financial adviser.
60. Investor DNA may offer master franchises whereby a financial practice is sub-licensed to on-sell the Investor DNA system at our sole discretion. Such agreements do not transfer IP ownership to that entity, and all IP remains the sole property of the Investor DNA Trust.
61. A financial practice must take appropriate steps to prevent illegal usage of our Intellectual property. All breaches will be prosecuted to the full extent of the law.
62. A registered financial adviser agrees not to share their client's Investor DNA profile to another third party without their client's expressed written permission to do so.

Disclaimer and Indemnification:

63. Information provided by the Investor DNA profile is of a general nature only related to Investment Psychology.
64. Investor DNA Pty Ltd (ACN 663 901 309) does not hold a financial licence and is not authorised to provide financial advice.
65. Investor DNA does not make any investment product recommendations, claims or guarantees regarding the financial performance of any investment product recommended by any financial practice or its representatives registered to use the Investor DNA system.

66. By using the Investor DNA system, you agree to indemnify Investor DNA Pty Ltd (ACN 663 901 309) and Investor DNA Trust (ABN 36 987 581 121) against any losses, damage, expenses, including but not limited to court costs, attorney's fees, and any awards or damages caused by or arising from the use of our service.

67. This indemnity applies to Investor DNA Pty Ltd (ACN 663 901 309) and the Investor DNA Trust (ABN 36 987 581 121) and its affiliates, licensees (financial practices), employees, master licence holders, sales agents, officers, directors, consultants and contractors (the 'Indemnified Parties').

October 2023