

TERMS AND CONDITIONS

1. INTRODUCTION TO THESE TERMS AND CONDITIONS

1.1 These Terms and Conditions (“**Terms**”) apply to, and govern, your use of all the mobile applications, products, software, services, websites, publications, email subscription and the content thereof, other services made available to you, and your relationship with us (collectively, the “**Service**”), which are all owned and operated by GUGU, which is the trading name of Asia Win Inc Limited. Asia Win Inc Limited is a Corporate Authorised Representative (AFS Representative Number 001304618) of Quad Code AU Ltd (AFSL 327075). GUGU and Asia Win Inc Limited are all referred to as “**GUGU**”, “**we**”, “**us**” or “**our**” in this document. When we refer to the Service, we also mean any portion, aspect or feature of our services or the Service. The words “**you**”, “**your**” and “**yours**” refer to you as the user of the Service.

2. INFORMATION ABOUT US

2.1 GUGU app is the trading name of Asia Win Inc Limited. Asia Win Inc Limited is company registered in Hong Kong and is a Corporate Authorised Representative (AFS Representative Number 001304618) under ASIC.

3. IMPORTANT NOTICE ON THESE TERMS 3.1 You can accept the Terms by:

(a) clicking to accept or agree to the Terms, where this option is made available to you in the user interface (mobile application, hereinafter referred to as the “**GUGU app**”) for the Service; or

(b) simply using the Service, or continuing to have access to the Service. In this case, you understand and agree that we will treat your use of (or access to) the Service as acknowledgement that you have read, understood, accepted, and agree to, and be bound by, the Terms from that point onwards. The latest version of these Terms will be made available on our website and it is your responsibility to ensure you review all terms on a regular basis.

3.2 By visiting or using the Service, you acknowledge and agree that you accept these Terms, as may be amended by us from time to time. Continued use of the Service constitutes your acceptance of these Terms, including any revisions to them.

3.3 Additional terms and conditions, policies, agreements, and/or disclosures may be prescribed by us and shall be considered an integral part of these Terms and are incorporated into these Terms by reference (“**Additional Terms**”) . Such Additional

Terms may apply with respect to your access to and use of the Service generally or certain products and services that may be accessed via the Service. In the event of a conflict between these Terms and the Additional Terms, the terms

of such separate Additional Terms will prevail with respect to such specific products or services.

3.4 The Additional Terms include without limitation the agreements and disclosures located at <https://www.gugu.fund/>. If you do not agree to the Terms at any time, we will not license the Service to you and you must stop using the service immediately.

4. THIRD PARTY TERMS AND CONDITIONS

4.1 Your access to the Service may also be subject to terms of use, privacy and other agreements required by third party providers in connection with use of your device, telephone, wireless and other services. These agreements and/or disclosures include

without limitation all the agreements and disclosures located at <https://www.gugu.fund/>.

5. PROVISION OF INFORMATION

5.1 You agree to provide us with all such information, documents and/or assistance as may be necessary to enable us to comply with our obligations under all applicable laws, rules and regulations for any purpose including, but not limited to, anti-money laundering and countering of terrorism financing purposes.

5.2 You acknowledge that we may implement whatever security procedures and features we deem appropriate and/or necessary from time to time to verify your identity.

5.3 Your information is held in compliance with the Privacy Act 1988 and the Australian Privacy Principles. If during the application process, or any other communications with us, you provide personal data of another person, you warrant and agree that such person has given consent to us to process such data, and you shall indemnify and hold us harmless against (i) our failure to comply with applicable law, and (ii) any action, claim or complaint from any relevant authorities concerning the provisions of our terms and conditions including our privacy policy. Our privacy policy is located at <https://www.gugu.fund/> and is incorporated into these Terms by reference.

5.4 The language of communication shall be English, and you will receive documents and other information from us in English. By using the Service, you agree to receive communications and trading services from us in English and be subject to the terms and conditions of these Terms, which are in English. We may in our sole discretion provide local language support. If a document is translated into another language, such document will be for information purposes only and the version in English will prevail in the event of any inconsistency.

6. DEFINITIONS AND INTERPRETATIONS

“**Account**” means any account or accounts now or hereafter opened or

maintained by you with us under these Terms, which forms part of your relationship with us.

“**Alpaca**” means Alpaca Securities, LLC, a company incorporated in the United States. Alpaca is a registered broker dealer and a member of the Financial Industry Regulatory Authority, Inc. and the Securities Investor Protection Corporation. Alpaca is not in any way affiliated to us.

“**Applicable Laws**” means all relevant or applicable statutes, laws, rules, regulations, directives, circulars, notices, bye-laws, guidelines, etc. (whether of a governing body, regulatory or other authority, market, exchange, clearing house or self-regulatory organisation).

“**Clearing Agent**” means any clearing agent that we may from time to time appoint in our absolute discretion.

“**Close-out**”, in respect of a Transaction, shall mean the act of closing out such a transaction (whether by way of an offsetting transaction or otherwise) or replacing such Transaction.

“**Confirmation**” means the written notice which contains specific terms of a Transaction entered into between you and us.

“**Data and Technology**” means data (including, without limitation, market data), information, technology, connectivity, software, hardware, data processing systems, networks, electronic order entry, routing or execution systems.

“**IRS**” means the Internal Revenue Service, which is the revenue service of the United States federal government and is responsible for collecting taxes and administering the United States’ Internal Revenue Code.

“**Money Transfer Service**” means any online remittance or funds transfer facility that we may from time to time offer as a means to fund your Account. Links may be made available to you for you to engage directly with those parties, where you will establish a relationship based on their account opening requirements. You are under no obligation to use such services.

“**Transactions**” shall include transactions in securities or such other transactions in the markets in the United States or such other markets that we may from time to time permit to be carried out under any Account.

6.1 The headings in these Terms are included for convenience only and shall not

affect the construction of these Terms. Expressions in the singular form shall include the plural (and vice versa) and words importing the masculine shall include the feminine and neuter genders.

6.2 Where any provision is inconsistent with any Applicable Laws, the affected provision will be deemed modified or superseded by such Applicable Laws as relevant to the extent that conformity with the same is achieved and all other provisions and the provision so modified shall in all respects remain in full force and effect

7. INFORMATION ABOUT YOU

7.1 You are a self-directed investor who is individually responsible for determining the suitability of your investment decisions. You acknowledge that you utilise the Service at your own risk, including the investment and analytical tools we make available to you and that you are responsible for the investment decisions made by you. You confirm that you have opened an Account with us for the purposes of undertaking transactions in capital markets products.

7.2 You recognise that numerous independent resources are available from which you can obtain information about issuers, securities, exchanges, industries, and any other factors that might influence a reasonable investment decision. You understand that all trades and

orders placed through the Service are at your sole risk and responsibility. You alone are responsible for evaluating the merits and risks associated with the use of the Service. You are responsible to make your own independent investigation and assessment of each and every investment or Transaction, and all decisions with respect to investing in, holding or disposing of any investment or entering or determination not to enter into or values of securities fluctuate. You assume individual responsibility for determining the suitability of all investment decisions and strategies you make or implement.

7.3 You have sufficient knowledge and sophistication to independently appraise and understand, and before acquiring an investment or entering into a Transaction, you will have fully understood the economic, legal, accounting and tax, merits, risks, characteristics, terms and conditions and consequences of the investment or Transaction.

7.4 We are not responsible for the strategies, actions or inactions taken with respect to your Account. We are not responsible for the gains or losses you incur. The orders you place and instructions you give to us will be unsolicited. We, our employees, agents, and representatives are not authorised to give you investment advice, and any instructions you receive from us with respect to your Account will be limited to technical or administrative guidance. All investments and Transactions will be made or entered into solely upon and in reliance on your own judgment and discretion notwithstanding any opinions, commentary, observations, advice or recommendation that may be available on the GUGU App,

website, publication or elsewhere.

7.5 We accept no responsibility with respect to any published statements and information contained in any prospectus, offering document or product documentation concerning any investments and that we make no representations or warranties, and accept no responsibility for the performance or future performance of any investment or Transaction.

7.6 You further represent and undertake that:

(a) you are willing and able to access and use current technology, including the internet, app stores, receive and send electronic mail, are familiar with messaging apps, and able to place Transactions;

2. (b) in addition to having read, understood and accepted our Terms and additional agreements and/or disclosures, you also have read, understood and accepted Alpaca's Customer Agreement, Terms and Conditions and all associated policies and disclosures;
3. (c) no person other than you has an interest in your Account(s) and you shall be deemed to be, and are transacting as, sole principal ;

(d) except with our express written consent (and except for any security or encumbrance created by these Terms or those of Alpaca), no person will have any security or other encumbrance over any Account;

(e) for the purposes of maintaining your Account, you consent to information being shared with Alpaca and, if applicable, Rapyd (and Alpaca and, if applicable, Rapyd sharing information with us); and,

if you chose to establish a relationship with a Money Transfer Service, you acknowledge that the relationship so established is between you and the Money Transfer Service and not directly associated with your relationship with us. We do not guarantee the performance of any Money Transfer Service you use, nor do we have any responsibility to you for the use of any Money Transfer Service, as that is between you any Money Transfer Service you engage with and make use of.

8. SERVICE AVAILABILITY

8.1 Whilst we use reasonable efforts to maintain the Service, we cannot guarantee that the Service will be available at all times. We do not warrant that:

- (a) the Service will function uninterrupted, secure, or remain available at any particular time or location, or that the results that may be obtained from the use of the Service will be accurate or reliable;
- (b) any errors or defects will be corrected;
- (c) the Service is free of viruses or other harmful components; or (d) the results of using the Service will meet your requirements.

9. USE OF SERVICE AT YOUR OWN RISK

9.1 We reserve the right, in our sole discretion and without any obligation, to modify, improve, discontinue, or correct any errors or omissions in any portion of the Service at any time.

9.2 All Data and Technology is provided “As Is,” “As Available” and “As Accessible”. You agree that you are using the Data and Technology entirely at your own risk. We make no representations or warranties, express or implied, regarding any such Data and Technology or any information or data transmitted over systems and networks provided as part of the Data and Technology, including, without limitation, any warranties regarding performance, accuracy, accessibility, completeness, timeliness, adequacy, merchantability, non-infringement, or fitness for a particular purpose. We and any third party providers that we may use for Data and Technology services shall not be responsible (individually nor collectively) for and shall have no liability to you, your affiliates, or any third party with respect to any of the Data and Technology, or for any inaccuracies, errors, omissions, losses of data or information, interruptions, delays or non-performance whether or not caused in whole or in part by their negligence or omission in such Data and Technology or arising in connection with the use thereof.

9.3 By using the Service, you agree that we are not responsible for any losses resulting from your use and acknowledge the following risks:

- (a) internet or wireless access may be delayed or interrupted, or may be unavailable;
- (b) data transmitted through the internet or wireless access may be intercepted by unauthorised persons;
- (c) your failure to physically secure your electronic device or to protect your account can result in unauthorised access to your account(s);
- (d) the accuracy, timeliness, security, reliability or completeness of data transmitted through the internet or wireless access cannot be guaranteed; and
- (e) response times may be delayed by market volatility, volume, or systems capacity.

10. TECHNOLOGY REQUIREMENTS

10.1 To access and use the Service electronically, you should have a functioning mobile device (such as a smartphone) on which you have installed the GUGU App. The GUGU App can be found for most mobile devices in the device’s respective “app store”. You may also be able to access and use the Service with a personal computer equipped with a modem or other internet access device.

10.2 You are responsible for the selection, installation, maintenance, and operation of your computer and mobile device, your telecommunications service provider, and your computer and mobile device software. We are not responsible for any errors, failures, or malfunctions of your mobile

device and software or your telecommunications services due to the download, installation, stream or use of the Service. We are also not responsible for the strength or stability of your internet connection.

10.3 You are responsible for ensuring that your mobile device, software and telecommunications services are compatible with the Service. We reserve the right to change the system requirements for using the Service. The Service may automatically download and install software updates. These updates are designed to improve, enhance and further develop the Service and may take the form of bug fixes, enhanced functions,

new software modules and completely new versions. You agree to receive such updates as part of your use of the Service.

11. ELIGIBILITY CRITERIA

11.1 We may limit access to all or a portion of the Service to users who do not meet certain eligibility criteria. Identification of these eligibility criteria is in our sole discretion and is subject to change at any time. You are solely responsible for ensuring that your use of the Service is in conformance with international or national laws and regulations, which are applicable to you, including, but not limited to, the market abuse regime of the Australian Securities and Investments Commission. The Service provided by us is offered only in jurisdictions where it is legal to do so. The availability of the Services over the Internet is not a solicitation for or offering of the Services to any person in any jurisdiction where such solicitation or offering is illegal.

11.2 We reserve the right to limit the availability of the Services to any person, geographic area, or jurisdiction, at any time and at our sole discretion. We make no representation that the Services are appropriate or available for use in locations outside of the Territory of the Commonwealth of Australia or that accessing our mobile app is legally permitted in countries or territories where the Services may be illegal. If you access the Services from other locations, you do so at your own risk and are responsible for compliance with local laws.

12. CONTENT

12.1 The Service may include news and information, commentary, interactive tools, securities symbols and quotes, research reports and data concerning the financial markets, securities and other subjects (collectively referred to as “**Content**”).

Companies that are not affiliated with us may supply some of the Content. The source of all third party Content is clearly and prominently identified. We have not been involved in the preparation, adoption or editing of third party Content and we do not endorse or approve such Content. You must determine for yourself what reliance you should place on the information in such Content.

12.2 Content is provided for educational and illustration purposes only and are not substitutes for professional advice. All information provided is

provided in good faith, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the website, our GUGU App or our associated social media pages.

12.3 These communications are not intended as an offer or solicitation to purchase or sell any of these securities, or any securities offered via the GUGU App. Investing in securities carries risk, including the loss of principal. Past performance is not indicative of future returns, which may vary. If in doubt (with respect to this or any other aspect of the Service), please seek independent professional advice.

12.4 Certain tools published on the Service may provide general information and guidance based upon your personalised input. This information is backward looking and we aim to provide data sources and numbers for each tool. However, these projections are hypothetical in nature, are not guaranteed for accuracy or completeness, do not reflect actual investment results and are not guarantees of future results. The calculations generated by our tools do not take into consideration all costs, which may impact the results shown.

12.5 It is your sole responsibility to evaluate the merits and risks associated with the use of the tools before making any investment decisions. We are not responsible for any losses that occur from such investment decisions. You should rely on your own evaluation to assess the merits and risks of the investment.

12.6 In confirming an order through the GUGU App, you represent that you are solely responsible for making your own independent assessment on the risks of the transaction. You represent that you have sufficient knowledge and have conducted

diligence to make your own evaluation of the merits and risks of any transaction carried out on the GUGU App.

12.7 When you use the Service, we may identify you by: your first name or last name and initial, your profile photo, your “member since” date; and other information that does not specifically identify you.

12.8

CONTENT AND TOOLS ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, AND WE DO NOT MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE CONTENT AND TOOLS FOR ANY PURPOSE, NOR TO ITS ACCURACY, TIMELINESS, COMPLETENESS, USEFULNESS OR NON-INFRINGEMENT. WE AND OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES AND THIRD PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. QUOTES AND MARKET DATA

13.1 A third party not affiliated with us may provide us access to market data and quotes, from which we derive a price to be used alongside the Service. If market data and quotes are provided to you by a third party, your use of the market data and quotes will be governed by the terms and conditions imposed by such third party.

13.2 We may provide you information regarding the value of your share positions based on the share price at the close of the latest market day. The data is for informational purposes only and does not reflect the price you may receive if you sell your shares. You also acknowledge that the quotes, and information provided based on quotes, are obtained from sources that we believe to be reliable, but that we do not guarantee the accuracy and completeness of such quotes or information. You waive any claim that you might have against us or the quote provider related to the quotes or the quote-based information on the Service.

13.3 You represent and agree that the following statements are and will continue to be true for so long as you have access to the Service:

(a) you will not use any information or market data provided by a national securities exchange or association in connection with any professional or commercial activities, and you agree to notify us if you intend to do so and to pay any additional charges;

(b) you will not use the Service in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing; and

(c) if you are employed by a bank or insurance company (or an affiliate of either), you will not perform functions related to securities or commodity futures trading activity, except with respect to your Account(s) with us.

14. PROHIBITED USES 14.1 You may not:

(a) use the Service for any illegal purpose, or any other purpose not permitted in these Terms;

(b) use the Service or the Content or features for a commercial purpose;

(c) copy, distribute, transmit, export, duplicate, imitate, broadcast, display, sell, or exploit the Services (or any part of any of them) without our written permission;

(d) reverse-engineer, decompile, create derivative works of, modify, disrupt, otherwise tamper or disassemble the technology we use to provide the Service or otherwise attempt to obtain our source code;

(e) bypass, modify, decompile, reverse-engineer, disassemble, tamper

with or circumvent any of the security features of the Service, including altering any digital rights management functionality of our Service;

(f) impersonate another person or entity, misrepresent your affiliation with a person or entity (including us), or use a false identity;

(g) use the login information of another person;

- (h) assist or encourage any third party in engaging in any activity restricted by these Terms;
- (i) use automated scripts to collect information from or otherwise interact with the Service;
- (j) use our name or trademarks in any way that implies affiliation with, or an endorsement, sponsorship or approval by us without express written permission;
- (k) remove or alter any copyright, trademark or other proprietary notice contained on the Service;
- (l) engage in any activity that interferes with any third party's ability to use or enjoy, or our ability to provide the Service;
- (m) interfere with, disrupt, damage, limit or impair the Service or our servers through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
- (n) "deep link" or frame, inline link or mirror any part of the Service without our written permission;
- (o) engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation;
- (p) create alternative servers for use with our Service;
- (q) use or create software which automatically interacts with our Services, such that the level of user interaction required is less than would be required without that software;
- (r) intercept or modify the communications between our Service and our servers;
- (s) deliberately exploit any bugs you find in our Service;
- (t) market, rent or lease the Service for a fee or charge, or use the Services to advertise or perform any commercial solicitation;
- (u) use the Service in a manner that may create a conflict of interest or undermine the purposes of the Service;

(v) provide or otherwise make available the Service (or any data made available to you in the provision of the Service) in whole or in part (including any object and source code), in any form to any person without prior written consent from us;

(w) modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit the Service in whole or in part except as expressly authorised by us in a separate written

document; or

(x) remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Service.

14.2 In relation to your use of our Service, we may on occasion allow you to post comments, photos, videos, links or other materials to your profile page, or other parts of the GUGU App. All comments, photos, videos, links or other materials that you submit, including linked material, must not be inappropriate, abusive or otherwise offensive, and must not contain, depict or involve (without limitation) any of the following: profanity or otherwise offensive language; nudity or pornographic material; derogatory characterisations of any ethnic, racial, gender, professional, age or religious groups; content that endorses or condones any illegal, inappropriate or risky activity or behaviour or any particular political agenda or message; any content that defames, misrepresents or contains disparaging remarks about other people, products or companies; content that endorses any form of hate or hate group; content that communicates message or images inconsistent with the positive images and/or goodwill to which GUGU wishes to associate; or any other content that is or could be considered illegal, inappropriate, unsuitable or offensive, the suitability of which will all be as determined by GUGU in its sole discretion. Similarly, all communications with us, whether by email, chat or verbal, in the normal course of your relationship with us, should also not be inappropriate, abusive or otherwise offensive. We reserve the right to block or delete any comment, photos, videos, links or other materials on your profile page, or other parts of the GUGU App, which we, in our sole and absolute discretion, think are in contravention of this clause.

14.3 We reserve the right to change, cancel, close, suspend or restrict any account that you have created in association with the Service at any time, for engaging in any prohibited use listed in clause 14.1 and 14.2 above, for any reason or no reason, without notice to you. You agree that if we disable access to your account, you may

be prevented from accessing the Service, your account details, or any files or other Content related to your account. If

we suspend, disable or close your account, you may not create another one without our express permission. The closing, suspension or restriction of an account does not affect obligations incurred before the account was closed.

15. TAX

15.1 As part of our onboarding process, you will be required to complete a United States (“US”) IRS W8-BEN form, which is a “Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)”. You may from time to time be asked to update your W8-BEN form; failure to do so may result in restrictions being placed on your Account, which may include, but are not limited to, preventing you from engaging in any Transactions.

15.2 You are solely responsible for managing all your tax matters and adhering to the relevant tax laws applicable to you and you confirm that you are always in compliance with the tax laws applicable to you. We are not liable for any direct, indirect, special or consequential consequences whether monetary and/or in other form arising from your inability to meet your own tax obligations.

15.3 Dividends and interest income received by you (being outside of the US) will have a percentage held back at the time of payment. This withholding is withheld by Alpaca and sent to the IRS on your behalf. The statutory rate is 30%, unless you have claimed an active treaty for your Account, in which case it may be lower. Treaty claims are made through the IRS W-8BEN form. For more information on tax treaties for international investors, please visit the IRS website for tax treaty tables.

15.4 As a non-US investor, you will be sent a 1042-S form by the end of Q1 for the preceding calendar year. Any US withholding that occurred during that preceding year, along with the income it is attributed to, will be reported on your 1042-S form. This form will be made available in the GUGU App. Typically, no US tax filing is necessary, however you may be required to report certain income earnings to the tax authorities in your country.

15.5 The Service does not and is not intended to provide trade, investment, legal or tax advice. Consult a professional for advice regarding your specific situation.

16. YOUR RIGHTS & RESPONSIBILITIES 16.1 LICENSE

In exchange for you complying with the Terms, we grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by us as part of the Service.

This license is for the sole purpose of enabling you to use the Service in the manner permitted by the Terms. Any use of the Service other than as specifically authorised herein, without our prior written permission is strictly prohibited and will terminate the license granted herein.

You acknowledge that your use of the Service grants you no rights in, title to or interest in the Service or any of our intellectual property rights (including copyright, trademarks, service marks, house marks, trade names, logos, domain names, other distinctive brand features and other intellectual and proprietary rights (whether those rights happen to be registered or not, and wherever in the world those rights may exist) associated with the Service, which are protected by copyright, trade dress, patent, trademark laws and all

other applicable intellectual and proprietary rights and laws) other than the right to use the Service in accordance with the Terms.

Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights in or to the Service; all rights in and to the Service are retained by us.

16.2 THIRD PARTY SERVICES

Our Service may contain links to third party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the Content, privacy policies, or practices of any third party websites or services.

You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such

websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

16.3 ACCOUNT OPENING

You will need to create an Account with us, and place your own funds in your Account, to access the Service. You may not register an Account for anyone but yourself. All accounts are subject to our 'know your customer' and anti-money laundering requirements and failure to meet these requirements will result in the Account not being created. Your Account is personal to you and may not be transferred to or shared with others.

(a) you have full legal capacity and power to accept and agree to these Terms, to open, maintain and/or continue to maintain all Accounts and to give orders thereon, enter into Transactions and use the Services under these Terms;

(b) you are at least 18 years old;

(c) the information that you provide to us upon registration and at all other times will be true, accurate, current and complete. From time to time, we may request additional documentation or information to ensure compliance with Applicable Laws, in particular those relating to the prevention of money laundering;

(d) you will maintain and update your information through the Profile function of the GUGU App, or through any other means determined by us. Failure to do so constitutes a breach of these Terms, which may result in termination of your account on the Service;

(e) you authorise us to retain a copy of all information received from you, including the information you submit through the registration process or that you provide to us from time to time, and you agree to our privacy policy;

(f) you will not misrepresent your identity, your personal information, or your third party account information, or provide any false or misleading information; and

(g) you will immediately notify us of any unauthorised use, any breach of security or unauthorised use of your Account.

16.4 Additional Features

Certain additional features are made available to users of the GUGU App including, without limitation, candlestick charts, analyst ratings, price targets, expected returns, risk benchmark and company earnings (collectively, "**Additional Features**"). Please note the following conditions, in addition to these Terms, are applicable to your use of the Additional Features:

General

(a) The Additional Features are available to you as a user of the GUGU App. We, in our sole discretion, reserve the right to determine the content available for such Additional Features, and to make changes to the availability of such content (such as removal, addition, or variation);

(b) You further acknowledge that we may, from time to time, offer different kinds of membership plans, each of which is subject to different limitations, restrictions, content, and fees;

(c) We may change the terms governing your accessibility to and usage of the Additional Features, including, without limitation, imposing access fees, at any time by giving you advance notice of such changes. If you do not agree to such changes, you will lose access to such Additional Features. Any changes will apply no earlier than 30 days from the day we send a notice to you;

(d) You understand that all information provided under the Additional Features is general in nature and does not take into account your objectives, financial situation or needs. All information is aggregated from third party sources, and does not contain any investment advice or recommendations on any stock. If you require financial, investment or tax advice, please consult with an independent advisor.

(e) We reserve the right to immediately terminate, suspend, limit, or otherwise restrict your access to the Additional Features at any time, without notice and without liability to you if you breach these Terms, or violate any Applicable Laws or regulation. You agree that we and/or our affiliates will not be liable to you for such termination, suspension, limitation, or restriction.

(f) Where your access to the Additional Features is terminated by us under these Terms, you shall not have access to the Additional Features immediately upon such termination.

16.5 CONFIDENTIALITY

You are solely responsible for protecting the confidentiality of your access credentials and information. We are not liable for any loss or damage from your failure to comply with this security obligation. You are responsible

for safeguarding the access tokens that you use to access the Service and for any activities or actions under your access tokens, whether your access token is with our Service or a third party service.

You agree not to disclose your access information or token or grant access to your account to any third party. If you permit a third party to access your account or act on your behalf while accessing the Service, you do so at your own risk. We will consider any request made or action taken with your account access information to be a request or action by you or authorised by you. We are not liable for any losses or damages caused by any third person that you authorise or allow access to your account or the Service. If you authorise or allow a third party to access your account or Service, you will cooperate with us in our efforts to defend claims by that third person, and will indemnify us against any liability, expense, loss or damage that arises from such third party access.

16.6 RESPONSIBILITY FOR ORDERS

You understand that you will be solely responsible for all orders transmitted electronically, or use of any data, information, or services obtained, using your account. You agree that we are not required to inquire as to the authority or propriety of any instructions given to us by you or via your account, and we will not be liable for any losses you incur, (including any claims, damages, actions, demands, investment losses, or other losses, as well as any costs, expenses charges, attorneys' fees, or other fees and expenses incurred), or other liability arising out of any such instructions as long as such instructions reasonably appear to be authentic. You accept full responsibility for monitoring your account.

You also understand that we, Alpaca, or any regulatory body, our directors or employees have the right to cancel or Close-out any executed Transaction, on the grounds that it was, in their respective opinion, clearly erroneous.

If at any time a Transaction is based on a manifest error, we, Alpaca, or our Clearing Agent, may act reasonably and in good faith to:

- (a) void the Transaction as if it never took place;
- (b) close the Transaction or any open position resulting from it; or
- (c) amend the Transaction so that its terms are the same as the transaction which would have been placed had there not been a manifest error.

For the purposes of these Terms, a “manifest error” is an error, omission or misquote, which by our fault (or the fault of Alpaca) is materially and clearly incorrect when taking into account market conditions and quotes in the market (including executions during a trading halt or other stock exchange actions) at the relevant point in time, which may include an incorrect price, date, time or any error or lack of clarity of any information, source, official result or pronouncement.

17. BINDING USE OF ELECTRONIC COMMUNICATIONS & SERVICES 17.1 ELECTRONIC COMMUNICATIONS

The term “Communications” in these Terms includes, but is not limited to, agreements related to the Service and its usage; legal and regulatory disclosures and notices associated with the Service; privacy and security policies and notices. By agreeing to these Terms, you agree that all Communications from us relating to your use of, or access to, the Service may be provided or made available to you electronically by email, text messaging, “in

app” messaging, other app messaging services like WhatsApp, or by posting a Communication on the Service, and that you can access the Communications in the designated formats described below. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us and our agents concerning your Service usage and access.

17.2 ELECTRONIC SIGNATURE

As the Account can only be used by you, all electronic signatures or indication of assent are identifiable to you as a signatory. Your electronic signature or indication of assent in electronic form to any document related to the Service is sufficient to legally bind you as if you had physically executed a hard copy of that document. You will not dispute the admissibility of an electronically stored copy of a document that you electronically signed or to which you indicated your assent. You will not dispute the validity of your electronic signature or indication of assent and you will not dispute the admissibility of the business

records maintained by us to reflect and memorialise your electronic signatures and indications of assent.

17.3 COMMUNICATION ERRORS

If you fail to receive a monthly account statement within fifteen (15) days of the end of the previous month, or a transaction confirmation within five (5) days of the trade date, you must notify us in writing. You understand that we shall not be deemed to have received any order electronically transmitted by you until we have acknowledged to you that the order has been received by us. You agree that we will not be liable to you for any losses arising in connection with your delay in properly reporting an error including without limitation losses resulting from market fluctuations.

17.4 REVIEW OF ELECTRONIC COMMUNICATIONS

You are responsible for promptly reviewing all orders, executions and account statements in connection with your Account. You are responsible for notifying us immediately in writing of any unauthorised use or unusual activity with respect to your Account, which

may include, but is not limited to, failure to receive accurate confirmation of a transaction, receipt of confirmation of a transaction you did not place or the discovery of any inaccurate information relating to your account. Further, you are responsible for inputting accurate trading information, and before entering additional orders, you are responsible for knowing the status of any orders that are pending. Unless you notify us of a discrepancy within ten (10) days after the delivery of a confirmation or account statement, it will be deemed to have been accepted by you as delivered.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

18.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR IN EQUITY. WE DO NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION TO ANY EQUIPMENT YOU USE IN ACCESSING

THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE, OR THE SERVERS THAT PROCESS INFORMATION FOR US, ARE FREE OF VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY APPLY TO CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF US, OUR AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT RECEIVED BY US FROM YOU DURING THE SIX MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, OR (B) \$50. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. INDEMNIFICATION

19.1 You agree to indemnify and hold us and our employees, representatives,

agents, attorneys, affiliates, directors, employees, officers, managers and shareholders (the “**Indemnified Parties**”) harmless from any damage, loss, cost or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any third party claim, demand or action (“**Claim**”) brought or asserted against any of the indemnified parties alleging facts or circumstances that would constitute a breach of any provision of these Terms by you; arising from, related to, or connected with your comments, your use of the Service, or your violation of any rights of another. If

you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of

any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any claim without our express written consent.

20. BROKERAGE

20.1 APPOINTMENT AS AGENT

You appoint us as your agent to carry out your directions and instructions in accordance with these Terms. You authorize us to take any action with respect to your account that we deem necessary or suitable to accomplish the purposes of these Terms.

20.2 TRADE EXECUTION

Unless you specifically direct otherwise, you authorize us to execute any order for your Account on any exchange or market. Placing an order on the GUGU App does not guarantee that it can be executed, and we are not responsible if an order cannot be executed according to your instructions. We are not responsible for unexecuted orders due to communication failures. The GUGU App employs automated systems to route customers' Transactions.

20.3 ORDER CANCELLATION AND MODIFICATION

Once you have placed an order online, there is no guarantee that we will honor a subsequent request to cancel or modify that order. We are not liable to you if we do not cancel or modify an order placed by you or on your behalf. You should note that during market hours, it may be impossible to cancel your order, as orders may be subject to immediate execution. An order is only cancelled when you receive a cancellation confirmation. Please also refer to our Market Volatility Disclosure.

20.4 REPORTING

You authorize us and/or Alpaca to report any dividends paid or sales proceeds in your Account to the IRS in accordance with Applicable Law.

21. CHARGES & PAYMENTS

21.1 PAYMENT OF ACCOUNT OBLIGATIONS

You have a duty to us to pay for all trades, debit balances or other obligations owing in your Account, and must pay any account balance

owed to us on demand. You have a duty to pay all applicable fees, commissions, taxes and other charges, including late fees that apply to the Service we provide to you. The fees, commissions, taxes and other charges associated with your account may change without notice, and you will be bound by such changes. If any Account carries a negative balance, you must pay a reasonable rate of interest determined by us on the principal amount. If you fail to make a payment on time, you must pay a reasonable late fee determined by us.

If you choose to fund your Account via the GUGU funding page (available via the GUGU App), you will be doing so using the services of licensed remittance providers or fund transfer operators. We will introduce you, on a fully disclosed basis, to those service providers in order to facilitate those funds transfers and you will be bound by their account terms and conditions. The remittance providers or fund transfer operators are not affiliated to us in any way.

You acknowledge that in the event that there are no open positions in your Account for an extended period of time, we may designate your Account as “inactive”. If you request to reactivate your Account, you agree to provide whatever information and execute such additional documentation as we may reasonably require, and to be bound by the version of this Agreement in effect at such time. We may impose inactivity fees on inactive accounts, to be calculated and charged in any manner as we determine, which shall be

published from time to time on our website. Any inactivity fees so charged will be charged on a monthly basis.

21.2 PRICING

Details of the pricing for the Services are available [here](#). You acknowledge that by accepting these terms and conditions, you agree to pay the fees set out in the schedule.

21.3 LIEN

All securities, assets and other property which are held in your Account are subject to a lien in our favor for the payment of all trades or other obligations arising in connection with your account. You grant us your express legal authority to use, liquidate and/or transfer any and all securities, assets or other property in your account

as needed to satisfy any indebtedness arising in connection with your account, to the extent permitted by law.

22. REWARDS

22.1 Upon completion of the Account opening process and during the lifetime of your relationship with us, we may extend to you monetary and/or stock rewards (“**Rewards**”), which may be tied to a specific marketing promotion, action or activity milestone. These marketing promotions, actions or milestones could include the completion of the account opening requirements, making use of our referral programme, responding to a specific marketing promotion provided by us or our partners, or any other action where a specific Reward has been provided for the completion of said action or milestone, as determined from time to time.

22.2 Any monetary rewards extended to you may not be withdrawn from the Account for a period of 60 days. Stock rewards may be sold, but the proceeds from the sale may not be withdrawn for a period of 60 days after the stock reward is given. You may freely undertake purchases and sales with any Rewards. In relation to stock rewards (and for the

avoidance of doubt), the 60 day timeline commences from when the stock reward is credited into your Account, not from when the stock is sold.

22.3 We may claw back partially or all Rewards credited to you as part of the completion of the account opening requirements in clause 16.3, if your Account has never completed a first deposit within the first 16 weeks of opening the Account. For the purposes of these Terms, a first deposit is defined as a self-funded deposit that you have undertaken via the GUGU app funding page, or any other mode chosen by you, to place your own funds in your Account. The 16 week timeline starts from the date the Rewards were credited. We reserve the right, in our absolute discretion, to close your Account if you have failed to complete a self-funded deposit. The Account closure will be completed shortly after the Reward claw back has been completed.

22.4 Any Reward claw back that we apply to your Account (which shall be at our discretion and shall be based on actions, or inactions, on your part for example, not undertaking a deposit action) will only apply to Rewards that we have credited to your Account.

22.5 From time to time, we may offer an incentivised referral programme, where you will be able to refer friends and family to the GUGU App. Terms associated with any referral programme will be published separately on our website, or provided to you as part of the programme. We reserve the right to suspend, terminate or alter any such programme without providing a reason.

22.6 We reserve the right to either decline the grant of any Reward, or to claw back any Reward (in the case of a stock reward, the dollar proceeds from the sale of the stock reward), in the event that we determine in our sole discretion that there may have been fraudulent activity or a violation of these Terms in connection with the Account or the referred customer's account.

23. MARKET DATA

23.1 You understand and agree that you are accessing all Market Data available on the GUGU app as a non-professional subscriber and will only use such data for personal and/or non business use.

For the purposes of this Agreement, "Market Data" includes, without limitation: (a) last sale information and quotation information relating to securities (b) bond, equity last sale and quotation information, index and other market information; and (c) all information that derives from any such information.

24. VALIDITY

24.1 GOVERNING LAW

Use of the Service is governed by and will be construed in accordance with the laws of the Commonwealth of Australia without giving effect to any principles of conflicts of laws.

24.2 DISPUTES

Any complaint, dispute or controversy by you should in the first instance be referred to us in writing via support@gugu.fund, or via our live chat service. We will investigate the complaint to determine if the complaint falls under the Services, or if the complaint needs to be referred to Alpaca or any other service provider.

To the extent that any dispute arising under these Terms is not subject to mandatory arbitration, exclusive jurisdiction and venue will be with a court of competent jurisdiction in the Commonwealth of Australia. You consent to the jurisdiction of

such courts and agree to accept service of process issued by such courts. The language of arbitration shall be in the English language.

24.3 SEVERABILITY

If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions will remain valid and in effect to the fullest extent possible. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary.

24.4 WAIVER

Any waiver by us of any provision of these Terms will be effective only if in writing and signed by our authorised representative. Any delay or omission by us to exercise any rights under these Terms may not be construed as a waiver of any rights.

24.5 SURVIVAL

Certain provisions of these Terms, by their nature, will continue in full force and effect after termination, including without limitation the authorisations you have granted, the Disclaimer of Warranties and Limitation of Liability, and Governing Law.

24.6 ASSIGNMENT

You may not transfer or assign any rights or obligations you have under these Terms without our prior written consent. We reserve the right to transfer or assign these Terms or any right or obligation under these Terms at any time. These Terms shall continue to bind you regardless of whether our rights or duties are transferred or assigned.

24.7 SUCCESSORS

These Terms are binding upon you, your estate, executors, administrators, personal representatives, heirs, successors, assigns and any entities or individuals you represent with respect to the Service.

24.8 NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in these Terms, there are no third party beneficiaries to these Terms. A person who is not a

party to these Terms has no rights to enforce any of the terms. 24.9 REQUEST OF INFORMATION BY REGULATORY AUTHORITIES

You agree that any confidentiality provision does not apply to the disclosure of any documents or information related to your Account with us to any regulatory or governmental authority, court, or any stock exchange, or as required by law, any apparently bona fide request, obligation or subpoena, without contesting the validity of that request, obligation or subpoena, and without providing any notice to you.

25. DELEGATION AND USE OF INTERMEDIARIES

25.1 You authorise us to use, contract with, engage, appoint (directly or indirectly) any person, which includes but is not limited to a broker, dealer, exchange, association, remittance or fund transfer operator, whether or not associated with, or connected to, us for the purposes of us providing the Services to you in terms of these Terms.

Without prejudice to the generality of the foregoing, we have entered into a fully disclosed arrangement with Alpaca, for the purposes of:

- (a) facilitating the opening of Accounts, in your name; and
- (b) allowing for the execution and clearing Transactions, as our correspondent broker.

For more details on this arrangement, refer to Alpaca's Customer Agreement, and Terms and Conditions (by which you are bound).

25.2 Access to securities traded on markets in the United States is provided through Alpaca. Alpaca is a member of the Securities Investor Protection Corporation ("SIPC"). In the event that Alpaca is placed in liquidation under the Securities Investor Protection Act, SIPC may protect cash and securities owed to customers with respect to their securities accounts at the failed firm, up to a limit of \$500,000 (of which no more than \$250,000 may be for cash), per customer. For details, please see www.sipc.org. Note that we are not

a SIPC member, but the foregoing protections are extended to you by virtue of the fully disclosed nature of the relationship we have with Alpaca.

26. MODIFICATION & TERMINATION 26.1 MODIFICATION

We reserve the right to modify these Terms at any time at our sole discretion. Any changes to these Terms become effective when we post them to the Service. If we change these Terms, we will attempt to give you notice by posting a notice on the Service and/or informing you via e-mail. Your continued access to, or use of, the Service after we post the modified Terms constitutes your agreement to the modified Terms. Our Terms will always contain a version number and version date, which can be found on the last page of these Terms.

26.2 TERMINATION

We may change, terminate or suspend our Service, for any reason we deem necessary. We may terminate or suspend your access to our Service immediately, without prior notice or liability, for any reason whatsoever, including but not limited to, your breach of these Terms. We are not obliged to provide a reason to you, verbally or in writing, for such termination.

In addition to any other rights under these Terms, upon termination for any reason whatsoever, we shall:

(a) cancel all your outstanding orders; initiate Close-outs for all your open positions without further notice to you and without liability; (b) deduct from your Account all unpaid amounts you owe; and (c) thereafter, refund all amounts remaining in the Account, if any.

After paying any obligations owed to us, you may cancel your account with or without cause at any time upon written notice to us. Upon termination, your right to use the Service will immediately cease.

27. ENTIRE TERMS

27.1 These Terms, all other agreements and disclosures referred to in these Terms or located on the Services and any terms contained in our Communications contain the entire understanding between you and us. In addition, you are bound by Alpaca's Customer Agreement, Terms and Conditions and all associated policies and disclosures. If you have engaged the services of a Money Transfer Service, you acknowledge that you will be bound by their terms, disclosures and any other documents that make up the client relationship. These Terms supersede any previous agreements that you have made with us related to the subject matter hereof. If applicable, any and all other agreements between you and us that are not inconsistent with these Terms continue to apply.

27.2 You acknowledge that your right to access and use the Services is also subject to all the important legal terms and disclosures that apply to your relationship with us and the local laws of your country of domicile.

28. BREACH

28.1 If you breach these Terms, we may take any action we deem appropriate with respect to your Account, and in the event of a breach or default by you, we will have all the rights and remedies available to a secured creditor under all Applicable Laws.

CONTACT US

You can email us at support@gugu.fund

March 19th 2024
