

# Combined Legal Agreement for the Macropod Platform and AUDM Token

This Combined Legal Agreement for the Macropod Platform and AUDM Token (**Combined Legal Agreement**) is issued by Catena Digital Pty Ltd (ABN 78 669 901 302 AFSL 566313) trading as Macropod Global (**Macropod, we, us, our**). The Combined Legal Agreement has the following parts:

- Part A Macropod Platform Terms and Conditions (**Platform Terms**);
- Part B AUDM Sale and Redemption Terms (**AUDM Terms**); and
- Part C General Terms (which apply to both the Platform Terms and the AUDM Terms) (**General Terms**).

The Combined Legal Agreement will be given to you when you apply for access to the Macropod Platform. The information in this Combined Legal Agreement is subject to change - see clause 37.

The Australian Securities and Investments Commission (**ASIC**) has issued an Australian Financial Services Licence (**AFSL**) to Macropod, with an authorisation for Macropod to issue non-cash payment facilities (**NCPFs**). NCPFs are a type of financial product under Chapter 7 of the *Corporations Act 2001* (Cth) (**Corporations Act**). ASIC has expressed a view that it considers fiat-pegged non-yield bearing stablecoins, such as the AUDM Token to be a NCPF. As a result, if you intend to acquire AUDM Tokens or apply for the Macropod Platform on behalf of a financial services business, you should read the warning in clause 14.

The AUDM Tokens can only be acquired directly from Macropod by Clients who meet the Eligibility Criteria and have been Onboarded to the Macropod Platform, which includes, among other things, being Resident in Australia or another Eligible Jurisdiction, passing 'know your customer' checks required under anti-money laundering legislation and by entering into the Combined Legal Agreement (**Onboarding**). AUDM Tokens might also be available for purchase from third parties, who may apply their own terms and conditions to the transaction.

If you are a Retail Client, as defined in the Corporations Act, you must read the Combined Legal Agreement and the combined Financial Services Guide (**FSG**) and Product Disclosure Statement (**PDS**) before seeking to purchase or redeem AUDM Tokens.

The Macropod Platform and the AUDM Tokens are subject to risks and you should consider the Risk Warnings set out in the General Terms and seek independent legal advice.

Any advice in this Combined Legal Agreement is general advice. It does not take into consideration your objectives or financial situation. In fact, nothing in this Combined Legal Agreement is intended as a recommendation about our financial products or services. You should seek your own independent financial and Tax advice before making a decision about applying for access to the Macropod Platform or purchasing, holding, transferring or redeeming AUDM Tokens.

**Under no circumstances does this Combined Legal Agreement or any other material constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale would be unlawful.**

## Part A: Macropod Platform Terms and Conditions

### 1 Important Notice

- 1.1 These are the terms and conditions (**Platform Terms**) that apply to the **Macropod Platform**, a platform for minting and redeeming stablecoins operated by Catena Digital Pty Ltd (ABN 78 669 901 302 AFSL 566313) trading as Macropod Global (**Macropod, we, us, our**).
- 1.2 By applying for access to the Macropod Platform, you agree to be bound by the Combined Legal Agreement. It is important that you read the Combined Legal Agreement before accessing the Macropod Platform and that you keep this document in a safe place for future reference.
- 1.3 We will not invite, target, or solicit any person that is not a Resident of Australia or another Eligible Jurisdiction to become a Macropod Platform Client to purchase or redeem AUDM Tokens. If you are not a Resident of Australia or another Eligible Jurisdiction, we may be limited in the way that we can respond to any queries you raise with us.

### 2 Macropod Platform

- 2.1 The Macropod Platform is a platform through which:
  - (a) Macropod can mint and issue AUDM Tokens to a Client and a Client can acquire AUDM Tokens from Macropod; and
  - (b) a Client can ask Macropod to redeem AUDM Tokens.
- 2.2 These terms and conditions apply when you are a Client regardless of whether you hold AUDM Tokens or not.
- 2.3 The purpose of the Macropod Platform is to obtain AUDM Tokens to make payments. Therefore, by entering into the Combined Legal Agreement, you agree to apply to request AUDM Tokens from Macropod. Once Onboarded, you will need to acquire AUDM Tokens by following the process set out in the AUDM Terms. You should read the AUDM Terms before applying for access to the Macropod Platform. For the avoidance of doubt, these Platform Terms do not constitute the offer or sale of AUDM Tokens.

### 3 Application to become a Client

- 3.1 You may be able to buy or sell an AUDM Token via third party platforms such as a digital currency exchange (**DCE**). Such platforms will have their own terms and conditions governing the purchase and sale.
- 3.2 To apply for AUDM Tokens *directly from Macropod* or request for AUDM Tokens to be redeemed, you must be a Macropod Client. If you acquire AUDM Tokens from a party other than Macropod, you must become a Client before you can ask Macropod to redeem the AUDM Tokens.

3.3 To become a Client, you must be “Onboarded” to the Macropod Platform, which means you must:

- (a) meet the following Eligibility Criteria:
  - (i) be Resident in Australia or another Eligible Jurisdiction;
  - (ii) be over 18 years of age;
  - (iii) be prepared to provide sufficient identification information to satisfy the ‘know your customer’ and other checks in our AML/CTF Program;
  - (iv) have a current email address, an Australian bank account, or, at our discretion, a bank account in an Eligible Jurisdiction in which you are Resident (in which case minting and redemption may involve a Manual Process);
  - (v) have a mobile phone number and have access to an electronic device with a working internet connection; and
  - (vi) have your own Crypto Wallet that is able to receive AUDM Tokens. Once you advise us of this Crypto Wallet address as part of your standard Settlement Instructions (**SSI**), this will be your **Nominated Wallet**. Your Nominated Wallet must not be on the OFAC Sanction List. Your Nominated Wallet can be hosted by a third party you have engaged or can be your own self-custody wallet;
- (b) use Macropod’s online interface (Website or app, if available) to apply to become a Macropod Client, or contact Macropod directly to request an Application Form – see clause 36 for how to contact Macropod. Macropod may conduct some preliminary compliance checks to ensure that we are legally able to provide you with access to the Macropod Platform and, if satisfied, we will present or email you:
  - (i) the combined Financial Services Guide and Product Disclosure Statement, as updated from time to time, issued by Macropod for the AUDM Token as published on our Website; and
  - (ii) an Application Form;
- (c) complete an Application Form and include any information or documents Macropod requests and lodge the Application Form and documents with Macropod via Macropod’s online interface or during a Manual Process, Macropod’s electronic document service;
- (d) satisfy Macropod’s compliance checks, including as required under our AML/CTF Program;
- (e) enter into the Combined Legal Agreement;
- (f) on request, provide your SSI; and

- (g) if asked, complete any of Macropod's SSI validation requests for any Mint Requests or Redemption Requests.
- 3.4 Macropod may refuse any application for any reason including where the applicant does not satisfy an Onboarding requirement, in the sole discretion of Macropod.
- 3.5 Macropod will notify applicants when an application has been approved or refused.

#### **4 Authorised Signatories**

- 4.1 Clients that are organisations (such as companies) must provide Macropod with a signed Authorised Signatory form to evidence that an individual is authorised by the Client to access the Macropod Platform and purchase and redeem AUDM Tokens.
- 4.2 You need to ensure that any Authorised Signatory you appoint reads and complies with the Combined Legal Agreement.

#### **5 Using the Macropod Platform**

- 5.1 Once you have completed the Onboarding process and you are approved as a Client, you will be able to use the Macropod Platform to submit a Mint Request or a Redemption Request.

#### **6 Platform Fees**

- 6.1 Macropod has waived fees for access to the Macropod Platform. For transparency, Macropod earns remuneration as set out in clause 17.
- 6.2 Macropod may in the future introduce a fee for providing access to the Macropod Platform. Clients will be notified of such fees via the Website.

#### **7 Macropod Platform Security**

- 7.1 When you make a transaction with electronic equipment, you irrevocably authorise us to act on the instructions entered into that equipment.
- 7.2 You must keep any Macropod Platform Security Codes secret and take all reasonable steps to protect their security.
- 7.3 If you make a record of your Security Code you will need to take all reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised.
- 7.4 If you fail to keep your Security Code secret, you may be liable for losses in accordance with clause 10.

#### **8 Security Breaches or disputed transactions**

- 8.1 You should always check the transactions made using the Macropod Platform – see clause 23 of the AUDM Terms on how you can obtain information about your transactions.

8.2 If you order AUDM Tokens and they are created at your Nominated Wallet, then you later realise the order or amount was in error, you should request a redemption and transfer the AUDM Tokens (or a portion of AUDM Tokens) to our Treasury Wallet for a refund.

8.3 If you suspect any of the following has or may have occurred:

- (a) you have provided a purchase or redemption request to us in error;
- (b) the security of any Security Code may have or has been breached;
- (c) a Security Code may have or has been lost, stolen or misused;
- (d) an unauthorised transaction may have or has occurred,

you must tell us as soon as possible after you become aware – see clause 36 for details on how to contact us.

8.4 After becoming aware of the occurrence of any matter listed in clause 8.3, if you do not inform us as soon as possible, you will be liable for any unauthorised transactions that took place before you contacted us.

8.5 Once you tell us of any matter listed in clause 8.3, we will give you the notification number or some other form of acknowledgement which you should retain as evidence of the date and time of your report of a suspected security breach.

## **9 Security of your Crypto Wallets**

9.1 You are responsible for the security of your Crypto Wallets, including your Nominated Wallet. If you lose your private key(s) to your Nominated Wallet, or it becomes compromised in any way, Macropod is unable to assist, as Macropod does not have access to your private key(s) or any control over your Nominated Wallet. Never send us (or anyone else) your private key(s).

## **10 When you are liable**

10.1 You will be liable for all transactions made using your your Security Code on the Macropod Platform, as well as any loss suffered or incurred by you where:

- (a) you have not provided us with complete and correct payment information, including without limitation, in relation to:
  - (i) the Crypto Wallet you have told us is your Nominated Wallet; or
  - (ii) the details of your Nominated Bank Account;
- (b) you did not correctly use any electronic equipment;
- (c) transactions have been delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Applicable Laws or Sanctions;

- (d) an order or court directs us to prohibit transactions made using your Security Code on the Macropod Platform;
- (e) your Macropod Platform access has been cancelled or suspended for any reason (by you or us) and you are therefore unable to submit a Mint Request or a Redemption Request; or
- (f) circumstances beyond our reasonable control prevent the processing of a Mint Request or a Redemption Request.

10.2 A Client is not liable for indirect, incidental, special or consequential damage.

10.3 Joint Clients are jointly and individually liable in respect of all payments.

## **11 Cancelling or suspending your access to the Macropod Platform**

- 11.1 You can cancel your Macropod Platform access at any time by contacting Macropod – see clause 36 for information on how to contact us. It may take time for us to process the cancellation request and it will only take effect once it is processed by us.
- 11.2 In some circumstances, we may cancel or suspend your Macropod Platform access at any time, without prior notice where we, acting fairly and reasonably towards you, reasonably believe or suspect any of the following:
  - (a) circumstances beyond our control mean that we could not meet our obligations under this Combined Legal Agreement as a result of Force Majeure;
  - (b) we should do so to ensure we comply with any Applicable Law;
  - (c) the Security Code or a process intended to prevent unauthorised transactions has been compromised or there are other security reasons for doing so; or
  - (d) you have, or may be, involved in a fraudulent or other unlawful activity or transaction.
- 11.3 If we do not give you notice before we cancel or suspend your Macropod Platform access, we will notify you as soon as possible afterwards provided that in doing so we will not breach any Applicable Law. In all cases where we cancel or suspend your Macropod Platform access, we will act fairly and reasonably towards you.

## Part B: AUDM Sale and Redemption Terms

### 12 Introduction

- 12.1 These are the terms and conditions (**AUDM Terms**) issued by Catena Digital Pty Ltd (ABN 78 669 901 302 AFSL 566313) trading as Macropod Global (**Macropod, we, us, our**) that govern your purchase, transfer and redemption of an AUDM Token.
- 12.2 Clients are bound by these AUDM Terms from the time they enter into the Combined Legal Agreement. Each time you submit a Mint Request or a Redemption Request for an AUDM Token from or with Macropod, you acknowledge that you have read, understood and have the legal capacity to be bound by these AUDM Terms.
- 12.3 You are responsible for seeking independent and professional advice, including legal and Tax advice, based on your own individual circumstances prior to your purchase, transfer or redemption of an AUDM Token.

### 13 An AUDM Token is a stablecoin

- 13.1 An AUDM Token is a type of Crypto Token referred to as a "stablecoin". It is a digital asset designed to operate as a unit of account when transacting over the internet on a distributed network such as a blockchain network.
- 13.2 Each AUDM Token is issued by Macropod to Clients in accordance with these AUDM Terms in return for one Australian dollar.
- 13.3 The purpose of the AUDM Token is to make payments. An AUDM Token is not an investment and Macropod does not pay a yield on the AUDM Token. An AUDM Token is not Australian currency or foreign currency, legal tender, money or a deposit, nor any substitute for such currency, legal tender, money or deposit other than where a third party is prepared to accept it as a means of payment or tender. An AUDM Token does not entitle you to goods and/or services from Macropod.

### 14 ASIC considers stablecoins to be financial products

- 14.1 ASIC has expressed a view that it considers fiat-pegged, non-yield-bearing stablecoins such as the AUDM Token to be a non-cash payment facility and therefore a financial product. This means that, in order to issue an AUDM Token, Macropod is required to hold (and does hold) an Australian Financial Services Licence, and that Retail Clients who purchase an AUDM Token from Macropod receive additional protections. If you are a Retail Client, you should read the Product Disclosure Statement before acquiring an AUDM Token.
- 14.2 ASIC has issued a relief instrument (**ASIC Relief**) that specifies the AUDM Token and provides licensing exemptions to "Distributors" whose dealings in the AUDM Token might (but for the relief) trigger an obligation to have an Australian market licence, Australian CS facility licence or AFSL. The ASIC Relief exemptions are subject to a condition that the Distributor

must take reasonable steps to give or make available a Product Disclosure Statement in relation to the AUDM Token to Retail Clients.

14.3 Clients who conduct businesses in Australia should consider whether any of the ways they propose to use AUDM Tokens will be a “financial service” provided by a “financial services business” to a “client” (as defined in the Corporations Act), and if so, whether they can rely on the ASIC Relief or are otherwise appropriately licensed, or exempt from the need to hold a licence (**License Status**). This Licence Status determination is the responsibility of the Client or Distributor. Macropod does not provide advice on any person’s Licence Status. Acceptance of your application for access to the Macropod Platform or issuing or redeeming your AUDM Token does not imply that Macropod has investigated or made a determination about your License Status.

## 15 Standard Settlement Instructions

15.1 In order to mint or redeem AUDM Tokens, you must be a Client, and you must provide Macropod with your Standard Settlement Instructions (**SSI**), including:

- (a) (if the AUM Token is available on different types of blockchain) which blockchain you would like the AUDM Token minted to;
- (b) your Nominated Bank Account name, BSB and account number; and
- (c) your Nominated Wallet (i.e. your **public** key).

15.2 Important note:

- (a) Macropod will never ask you for, and you should **never** provide Macropod (or anyone else) with the **private** key to your Nominated Wallet, only your public key.
- (b) To check that you have provided us with the correct public key for your Nominated Wallet, you are encouraged to conduct a test transaction by sending a Mint Request for 1 AUDM Token and confirm that the token arrives in the correct Crypto Wallet. If the AUDM Token does not arrive, you will need to resubmit your correct SSI.

15.3 During any period in which a Manual Process is in place, we will let you know our SSI so you can send Mint Payments to the Reserve in relation to Mint Requests or send us AUDM Tokens to our Treasury Wallet for redemption.

## 16 Minting

### *Mint Request*

16.1 An AUDM Token can only be purchased from Macropod by Clients. A Client who has been Onboarded to the Macropod Platform and continues to satisfy the Eligibility Criteria may apply for an AUDM Token by submitting a Mint Request.

16.2 Unless Macropod determines otherwise, a Mint Request for an AUDM Token will constitute an application for a Unit in the AUDM Trust (see Reserve, below).

- 16.3 If you submit a Mint Request, the price of an AUDM Token is AUD\$1.00.
- 16.4 Macropod may set a minimum Mint Request amount for AUDM Tokens and a minimum holding amount for AUDM Tokens and alter or waive those amounts at any time or determine that a different minimum Mint Request amount or a different minimum holding will apply for one or more Clients. Any minimum amounts will be published on our Website. A minimum Mint Request will not apply to a test transaction that you conduct after you provide your SSI, as set out in clause 15.2(b).
- 16.5 Macropod may set a maximum Mint Request amount for AUDM Tokens and alter or waive that amount at any time or determine that a different maximum Mint Request amount will apply for one or more Clients. Any maximum amounts will be published on our Website.
- 16.6 The Mint Request must be in the form approved by Macropod. You can make Mint Request to purchase an AUDM Token from Macropod by:
  - (a) following the prompts on the user interface (the Website or application), when available; or
  - (b) following a Manual Process by completing a Mint Request form, which is available on the Website;
  - (c) other methods of encrypted communication for Mint Requests that are set out on our Website as updated from time to time; or
  - (d) as agreed in writing with Macropod when providing your SSI.
- 16.7 If we receive a Mint Payment to our Reserve (see below) from a bank account that corresponds with the number of the Nominated Bank Account in a Client's SSI, we are entitled to treat the Mint Payment as a Mint Request without making further enquiries about the Client's intention when making the transfer.
- 16.8 Unless Macropod otherwise determines as published on its Website from time to time, Mint Requests received after the Cut-off Time on a Business Day are deemed to be received the following Business Day.
- 16.9 Macropod may reject a Mint Request in whole or in part without giving any reason for the rejection.
- 16.10 To be eligible to purchase an AUDM Token and in submitting a Mint Request, you make the following undertakings:
  - (a) you will purchase, hold and use an AUDM Token only for the purposes and in the manner expressly permitted by the AUDM Terms;
  - (b) you will notify Macropod immediately if you know that you will no longer meet the Eligibility Criteria, such notice to be at least 5 (five) Business Days before such event;

- (c) you will notify Macropod immediately if any of the representations and warranties in clause 31 as made by you become untrue, incomplete, invalid or misleading or deceptive or likely to become untrue, incomplete, invalid or misleading or deceptive in any respect;
- (d) you will not engage in any activity that interferes with or disrupts any AUDM Token or any blockchain on which it operates or any sale of an AUDM Token in any way; and
- (e) you will exercise due care in relation to, the holding, use and exchange of any AUDM Token that has been issued or transferred to you.

#### ***Mint Payments***

16.11 A payment for AUDM Tokens in relation to a Mint Request (**Mint Payment**) must be in a form acceptable to Macropod. A Mint Payment must:

- (a) be cleared and in immediately available funds;
- (b) accompany the Mint Request; or
- (c) be received by or made available to Macropod or (if appointed) the Custodian within such period after Macropod receives the Mint Request as Macropod agrees or determines from time to time.

16.12 If a Mint Payment includes a fraction of an Australian dollar, that fraction may be rounded down or up to the nearest cent.

16.13 Where it is necessary for the purposes of an application for an AUDM Token to convert one currency to another, the conversion is to be made at a rate determined by Macropod.

16.14 A Mint Payment received in exchange for the issuance of an AUDM Token is held in the Reserve on trust for Token-holders and is not a deposit or loan.

#### ***How an AUDM Token is issued***

16.15 The Mint Payment we receive for an AUDM Token is paid by Clients into the Reserve. On receipt of the Australian dollars to the Reserve, Macropod will create an AUDM Token directly into your Nominated Wallet.

16.16 An AUDM Token is taken to be issued at the time the AUDM Token is recorded in the Register.

16.17 The AUDM Terms or Platform Terms apply to fractions of an AUDM Token. Where any calculation performed under AUDM Terms or Platform Terms results in the issue or redemption of a fraction of 1 AUDM Token, that fraction may be rounded down or up to the number of decimal places determined by Macropod.

16.18 During any period in which Mint Requests are processed using a Manual Process:

- (a) the creation of an AUDM Token into your Nominated Wallet may be delayed; and

(b) Macropod will use best endeavours to create the AUDM Token into your Nominated Wallet by the end of the next Business Day.

***Mint reversal***

16.19 Where, any time after the creation and issue of an AUDM Token, Macropod determines that:

- (a) the applicant was not entitled to hold any AUDM Token issued;
- (b) the Mint Request was incorrectly executed or executed without power or authority; or
- (c) the Mint Request was defective and was accepted in error,

Macropod may in its sole discretion, subject to legal requirements, cancel the AUDM Token, make an appropriate entry in the Register and repay the Mint Payment received from the Client back to the Client out of the Reserve.

***Insufficient Funds***

16.20 If a payment made to the Reserve is reversed by your bank after the issue of an AUDM Token, Macropod reserves the right to:

- (a) retroactively, cancel the AUDM Token;
- (b) deduct such amounts from future AUDM Tokens issued to you, or transferred to you;
- (c) suspend your Platform access until resolved;
- (d) set off this amount from other accounts held by you; and
- (e) pursue legal action or any other means of recovery legally available.

16.21 If Macropod engages a third party to assist with the recovery of any funds owed by you to Macropod, you will be charged any fees or expenses that are incurred by Macropod in connection with such recovery efforts.

**17 Reserve**

17.1 The Mint Payment received by Macropod upon issuing an AUDM Token is paid by the Client directly into the Reserve. The Reserve is held on trust on behalf of Token-holders (whether the Token-holder is a Client or not) under the terms of the AUDM Trust Deed.

17.2 Each Client whose Mint Request is accepted will be issued with a Unit in the AUDM Trust at the time of issue of the AUDM Token and the issue of the AUDM Token will evidence the issue of the Unit in the AUDM Trust. Payment for the AUDM Token is taken to be payment for the Unit in the AUDM Trust without any additional payment required, and vice-versa.

17.3 Each AUDM Token is issued in accordance with and subject to these AUDM Terms and reflects the rights, restrictions and obligations attaching to the Unit which it represents, as specified in the AUDM Trust Deed. The issue of an AUDM Token does not create any rights

between the Token-holder and Macropod additional to those arising from the issue of the Unit.

17.4 Where a Token-holder holding an AUDM Token transfers or otherwise deals with its AUDM Token, the Token-holder transfers or otherwise deals with its Unit represented by that AUDM Token, and vice versa.

17.5 Subject to the terms of the Deed:

- (a) each AUDM Token represents a Unit in the AUDM Trust and therefore a beneficial interest in the assets of the AUDM Trust; and
- (b) each Unit confers an interest in the capital of the Trust only equal to AUD\$1.00 and does not confer an interest in income of the Trust.

17.6 Macropod, as Trustee of the AUDM Trust is entitled to a Trustee fee and distribution from the Trust in accordance with the AUDM Trust Deed. The AUDM Token is for making payments and Macropod will not pay a yield or return to Token-holders in relation to the AUDM Token. Therefore, any interest or return earned on the Reserve is payable to Macropod. Part of this amount is a Trustee fee for Macropod acting as Trustee of the AUDM Trust.

17.7 Macropod in its capacity as Trustee of the AUDM Trust has power:

- (a) to do anything necessary to create, develop and mint an AUDM Token;
- (b) to freeze, unfreeze, destroy and redeem an AUDM Token; and
- (c) to do anything relating to the ongoing development and maintenance of the AUDM Token

in accordance with the AUDM Trust Deed and the AUDM Terms.

## **18 Prohibited Conduct**

18.1 Requesting, using or transferring an AUDM Token while engaging in any of the following activities is “Prohibited Conduct” that is in breach of our agreement with you and could result in Macropod reporting the transaction to relevant authorities; freezing or burning your AUDM Token; or denying an Onboarding request, Mint Request or Redemption Request:

- (a) money laundering or terrorist financing;
- (b) receiving any AUDM Token as proceeds of crime;
- (c) receiving any AUDM Token from or transferring any AUDM Token to a Crypto Wallet that is subject to Sanctions;
- (d) requesting, receiving or transferring any AUDM Token in relation to any activity that is a crime or prohibited under any Applicable Law; or

- (e) if applicable, dealing with the AUDM Token in a way that would contravene Chapter 7 of the Corporations Act.

## **19 Purchase or receipt of an AUDM Token from persons other than Macropod**

- 19.1 Prior to your purchase or receipt of an AUDM Token from persons other than Macropod, you are responsible for conducting your own review of the person proposing to send you the AUDM Token to ensure that you avoid engaging in Prohibited Conduct.
- 19.2 If you have purchased or received an AUDM Token from persons other than Macropod and you have not entered into the Combined Legal Agreement with Macropod to become a "Client" then you do not have access to the Macropod Platform and cannot redeem an AUDM Token with Macropod unless you become a Client – see Part A: Platform Terms.
- 19.3 If you are able to redeem your AUDM Token with Macropod, redemptions are made at a rate of one Australian dollar per AUDM Token regardless of the price you paid a third party for the AUDM Token.
- 19.4 If you do not meet the Eligibility Criteria to become a Client or your application to become a Client is not successful, to dispose of your AUDM Token you will need to transfer the AUDM Token to a third party, e.g. by making a payment or selling it on a secondary market.

## **20 Transfers of AUDM Token to persons other than Macropod**

- 20.1 Once you have acquired an AUDM Token into your Nominated Wallet, you can transfer it to another person's Crypto Wallet using the private keys of your Nominated Wallet, in accordance with the AUDM Terms.
- 20.2 A transfer is not effective until Registered on the relevant Blockchain Ledger.
- 20.3 By transferring your AUDM Token to persons other than Macropod, you understand that:
  - (a) you are responsible for agreeing the price and commercial terms of the transfer with the recipient. The price that an AUDM Token may be traded between persons (e.g. on secondary markets) is not underwritten or guaranteed by Macropod or its agents in any way;
  - (b) Macropod does not control your Nominated Wallet and you are responsible for the correct submission of data such as private keys to effect the transfer to the intended recipient's Crypto Wallet; and
  - (c) by making the transfer, you will also be transferring the AUDM Trust Unit that is represented by your AUDM Token and any beneficial interest you have in the AUDM Trust is reduced accordingly.
- 20.4 To the maximum extent permitted by Applicable Laws, Macropod does not accept any responsibility or liability in respect of your AUDM Token transactions other than as set out in these AUDM Terms.

## 21 Redemption

- 21.1 An AUDM Token can only be redeemed with Macropod by Clients. A Client who has been Onboarded to the Macropod Platform and continues to satisfy the Eligibility Criteria may apply to redeem an AUDM Token by submitting a Redemption Request.
- 21.2 Unless Macropod determines otherwise, an application to redeem an AUDM Token will constitute an application to redeem the Unit in the AUDM Trust that the AUDM Token represents.
- 21.3 Macropod may set a minimum Redemption Request amount for AUDM Tokens and alter or waive those amounts at any time or determine that a different minimum Mint Request amount or a different minimum holding will apply for one or more Clients. Any minimum amounts will be published on our Website..
- 21.4 In certain circumstances Macropod may be required by law to remotely disable, deactivate or destroy an AUDM Token. In these circumstances you will not be able to redeem the AUDM Token.

### *How to make a Redemption Request*

- 21.5 The Redemption Request must be in the form approved by Macropod. You can make a Redemption Request by:
  - (a) following the prompts on the user interface (the Website or application), when available; or
  - (b) following a Manual Process by completing a Redemption Request, the form of which is available on the Website; or
  - (c) other methods of encrypted communication for Redemption Requests that are set out on our Website and updated from time to time.
- 21.6 If we receive an AUDM Token to our Treasury Wallet from a Crypto Wallet blockchain address that corresponds with the Nominated Wallet in a Client's SSI, we are entitled to treat the transfer as a Redemption Request without making further enquiries about the Client's intention when making the transfer.
- 21.7 The day of receipt of the Redemption Request is:
  - (a) if the Redemption Request is received before the Cut-off Time on a Business Day, the day of actual receipt of the Redemption Request; or
  - (b) the Business Day following the day of actual receipt if the Redemption Request is received on a day which is not a Business Day or is received after the Cut-off Time on a Business Day.
- 21.8 Once submitted, a Client may not withdraw a Redemption Request unless Macropod agrees.

***When an AUDM Token is redeemed***

- 21.9 The relevant portion of a AUDM Token is taken to be redeemed at the time at which the relevant portion of the Redemption Amount is known and in respect of the AUDM Token, when the Token-holder of the relevant AUDM Token is no longer reflected as the holder of the AUDM Token in the Register.
- 21.10 From the time that the relevant portion of the Client's AUDM Token is redeemed until the time of payment of the relevant portion of the Redemption Amount, the holder of the redeemed AUDM Tokens ceases to be a Unit-holder in respect of that portion of the relevant Unit that has also been redeemed and is a creditor of the AUDM Trust in respect of the Redemption Amount until Macropod has paid the relevant portion of the Redemption Amount in full to the account set out in the SSI.

***Redemption Payments***

- 21.11 Subject to a Redemption Request having been made in accordance with this clause 21, on receipt of the AUDM Token to our Treasury Wallet, we will transfer Australian dollars to your Nominated Bank Account at a rate of AUD\$1:00 per AUDM Token.
- 21.12 Where Macropod attempts to make a payment by electronic transfer of funds to a Client and the transfer is unsuccessful on 3 occasions, the money may be held by Macropod for the Client or paid by Macropod in accordance with the legislation relating to unclaimed moneys.
- 21.13 Only whole cents are to be paid, and any remaining fraction of a cent becomes an asset of the Reserve.
- 21.14 Macropod is not obliged to pay any part of the Redemption Amount out of its own funds.
- 21.15 A payment to any 1 of joint Clients will discharge Macropod in respect of the payment.
- 21.16 A payment made by Macropod for the redemption of an AUDM Token is a refund of the purchase price of an asset not the repayment of a loan.
- 21.17 During any period in which Redemption Requests are processed using a Manual Process:
  - (a) the redemption of an AUDM Token may be delayed; and
  - (b) subject to any issues with the Redemption Request, Macropod will use best endeavours to provide instructions by the next Business Day to our ADI to send you a refund. The refund might not appear in your Nominated Bank Account the same day as instructed due to the ADI's processing times and the processing time for your Nominated Bank Account.

***Fees and Tax Deductions***

- 21.18 Payments of Australian dollars to and to and from the Reserve Account via a payment system other than the New Payments Platform (NPP) (e.g. to and from overseas accounts, if

permitted), may attract bank and payment fees and charges. These are borne by the Client.

21.19 Macropod is not obliged to pay any fees or charges deducted from a Redemption Amount by any financial institution or payment system who may be involved in the transfer of the Redemption Amount from Macropod to the nominated bank account of a Client whose AUDM Token is being redeemed.

21.20 Macropod may deduct from any amount to be paid to a person who is or has been a Token-holder, or received from a person who is or has been a Token-holder:

- (a) any amount of Tax (or an estimate of it); or
- (b) any other amount owed by the Token-holder to Macropod or any other person, which Macropod is required or authorised to deduct by law or by these AUDM Terms, or which Macropod considers should be deducted.

## **22 When Client ceases to be eligible to hold an AUDM Token**

22.1 Where:

- (a) a Client of the Macropod Platform advises Macropod that the Client does not satisfy the Eligibility Criteria for the Platform (e.g. the client is no longer resident in an Eligible Jurisdiction); or
- (b) Macropod forms the view that the Client does not satisfy the Eligibility Criteria, Macropod may request that the Client:

- (c) transfer all AUDM Tokens held by the Client within 30 days (or such other period as Macropod may reasonably determine from time to time) to a person who satisfies the Eligibility Criteria; or
- (d) lodge a Redemption Request in respect of all of the AUDM Tokens held by the Client, within 30 days (or such other period as Macropod may reasonably determine from time to time).

22.2 Where a Client fails to comply with a request under clause 22.1 Macropod may compulsorily redeem all of the AUDM Tokens held by the Client. Macropod is deemed to have received and accepted a Redemption Request from the Client immediately before the next Cut-off Time after Macropod determined to compulsorily redeem all of the AUDM Tokens held by the Client.

## **23 Information about your transactions**

23.1 If you would like a statement of the purchases and redemptions of any AUDM Tokens you have made using the Macropod Platform, you may request a statement by sending us an email. See clause 36 on how to contact us via email.

- 23.2 Information provided by Macropod in relation to transactions is as at a point in time and may not always be up to date.
- 23.3 Since Crypto Token transactions are recorded and settled using blockchain technology, if your AUDM Tokens are minted to a public Blockchain Ledger, while your identity may be private, the details of the AUDM Token transactions made using your Crypto Wallet are publicly available to both you and any third party at any time. As a result, you may be able to use a third party blockchain interrogation service of your choice to identify and list transactions.

## **24 AUDM Token fees and charges**

- 24.1 There are no fees payable to us to purchase or redeem an AUDM Token from or with us. Macropod earns remuneration as set out in clause 17.
- 24.2 At our sole discretion, and with reasonable notice, we may implement fees and charges with respect to the purchase and redemption of an AUDM Token. You will be notified of such fees and charges via the Website.
- 24.3 Gas fees (the fees paid in Crypto Tokens to the providers of a Blockchain Ledger to fund the compute power required for the underlying distributed network) may be payable, and if so, will be borne by the person sending an AUDM Token. The sender of an AUDM Token is solely responsible for gas fees associated with AUDM Token transfers from any Crypto Wallet that is not Macropod's Treasury Wallet.

## **25 Your Tax and Legal**

- 25.1 You are responsible for seeking independent, professional advice (including Tax advice) in respect of your purchase, use, and redemption of an AUDM Token, and for keeping Tax records appropriate to support the Tax positions you reach in respect of your purchase, use redemption or other dealings or transactions with an AUDM Token.

## Part C: General Terms

### 26 How Part C General Terms applies

26.1 The clauses in this Part C should be read as terms of both the Platform Terms and the AUDM Terms, as the context requires. This means that a reference to the Platform Terms will include the General Terms, and a reference to the AUDM Terms will include the General Terms.

### 27 Risk Warnings

27.1 Each Client or Token-holder must consider carefully whether the risks set out below, as well as all other applicable risks, are acceptable to it prior to purchasing any AUDM Token. Macropod owes no duty of care, best interests obligation or other obligations towards any holder of an AUDM Token, save as required by law or as set out in the Platform Terms or AUDM Terms.

27.2 You understand and accept that transacting with an AUDM Token using blockchain technology, third-party software and third-party providers could result in the loss of total value you have paid to purchase the AUDM Token and the total inability to redeem the AUDM Token with Macropod.

#### *Examples of risks*

##### Technology risks

<b>Irreversibility risk</b>	Transactions in relation to an AUDM Token are not reversible. Once a transfer is completed from your Nominated Wallet to another Crypto Wallet, it cannot be undone.
<b>Blockchain and Smart contract risk</b>	<p>A Crypto Token such as the AUDM Token, when used with blockchain and distributed ledger technology, third-party software for interacting with blockchain and distributed ledger technology and third-party providers, can present high technology risk.</p> <p>Each AUDM Token is at all times subject to inherent technological conditions and limitations by virtue of and attributable to the technological nature of the distributed network and of the AUDM Token operating on such distributed networks.</p> <p>The technology relating to smart contracts carries with it the risk of unforeseen errors, which cannot always be identified, controlled or rectified by Macropod.</p>

<b>Third party software and hardware risk</b>	<p>The Macropod Platform and AUDM Tokens rely on software created and maintained by third parties, recorded on hardware maintained by third parties.</p> <p>While Macropod takes reasonable steps to conduct due diligence on third party software providers that it contracts with, Macropod's liability for errors, omissions or failures of such third parties is limited as set out in clause 33.</p>
<b>Internet risk</b>	<p>There is a risk that the technology underlying the Macropod Platform is unavailable, does not work or that you may not be able to mint or redeem AUDM Tokens.</p> <p>There are certain risks associated with processing your transactions/instructions and communicating through the internet. These risks include software errors and bugs, problems with internet access and data transfers, interrupted service, security breaches and other faults. You are responsible for providing and maintaining the means by which you access the Macropod Platform and your Nominated Wallet. If you do not have access to the internet, you will be unable to access the Macropod Platform.</p>
<b>Cyber security risk</b>	<p>There is a risk of malware, hacking or unauthorised interference with the Macropod Platform or AUDM Tokens.</p> <p>There is a risk that you have not implemented sufficient cyber security software within the device that gives you access to your Crypto Wallet and that an outside interference compromises the security of your Crypto Wallet or require re-onboarding and re-issuance of the Macropod Platform.</p>
<b>Cryptography risk</b>	<p>Development in cryptographic technologies and techniques, including, but not limited to, the advancement of artificial intelligence and quantum computing poses security risks to all cryptography-based systems including an AUDM Token and any marketplace or exchange on which they are traded. Applying these technologies and techniques to an AUDM Token or any marketplace or exchange on which they are traded may result in theft, loss, disappearance, destruction, devaluation or other compromises of an AUDM Token or data of any holder of an AUDM Token.</p>

### Conduct risks

<b>Custody risk</b>	<p>There is a risk that you treat AUDM Tokens the same as traditional non-cash payment facilities.</p> <p>Unlike traditional non-cash payment facilities where a regulated entity, such as a bank, is responsible for account management and safeguarding of user funds, users of a blockchain-based non-cash payment facility (like the AUDM Tokens) are responsible for managing their own blockchain addresses, crypto accounts and Crypto Wallets and ability to make crypto-token transactions on a blockchain. This responsibility increases users' exposure to technology and operational risks, such as potential loss of access to crypto-tokens through mishandling of security credentials or cyber-attacks, without the guarantee of reimbursement found with traditional non-cash payment facility providers.</p>
<b>Mistaken crypto-token transactions risk</b>	<p>There is a risk that you make a crypto-token transaction to the wrong Crypto Wallet by mistake, which we cannot remedy or reverse.</p>
<b>Scams</b>	<p>Scams involving Crypto Tokens and Crypto Wallets, and harmful imitations of blockchain-based platforms are common. Please take utmost care to interact only with our Website and our authorised personnel in respect of the purchase or redemption of an AUDM Token. The official link to our Website is contained in clause 36.</p>

### Operational risk

<b>Service provider risk</b>	<p>There is a risk that the authorised ADI providing the bank account that received currency payments for the Reserve could freeze the account, which would delay the sale and the redemption process.</p> <p>There is a risk that some of our technology providers are compromised or unable to provide us access with their services for any period of time. The Platform Terms and AUDM Terms do not govern your interaction with, or reliance upon, any third-party software nor the reliability, safety, or continuity of any blockchain and its network including the integrity of transactions and balances recorded on the consensus version of the Blockchain Ledger.</p>
------------------------------	--

<b>Visibility risk</b>	<p>While your name will not appear on the blockchain, crypto-token transactions made using AUDM Tokens minted to a public blockchain (such as Ethereum) are not private and any member of the public can view transactions made to or from the Crypto Wallet/s you use.</p> <p>The visibility of your crypto-token transactions may increase the risk that you become the target of spear phishing attacks, where social engineering tactics are used by attackers to gain access to the private keys you use to deal with crypto-tokens at a crypto wallet associated with your use of the AUDM Tokens.</p>
<b>Market risk</b>	
<b>Secondary market price risk</b>	<p>There is a risk that a secondary market or liquidity provider will offer a price for an AUDM Token that is less than the price of acquisition of the AUDM Token.</p> <p>However, in accordance with the AUDM Terms, Clients can redeem their AUDM Tokens directly with Macropod on a 1:1 basis so the rate at which one AUDM Token can be redeemed by Clients from Macropod will remain at one Australian dollar.</p>
<b>Secondary market availability risk</b>	<p>The utility of an AUDM Token depends on how widely it is used and accepted and if a secondary market in it is formed. Macropod does not warrant that any AUDM Token can be sold on any market or will be accepted by any third party as payment.</p> <p>Macropod does not make any representation or assurance that:</p> <ul style="list-style-type: none"><li>• digital currency exchanges (<b>DCEs</b>), and from 31 March 2026 Virtual Asset Service Providers (<b>VASPs</b>) will offer a trading pair between the AUDM Token and Australian dollars or another asset or crypto-token, or</li><li>• liquidity providers or market makers will offer a price for AUDM Tokens</li></ul> <p>that will create liquidity for the AUDM Token.</p>
<b>Payment acceptance risk</b>	<p>There is a risk that the usefulness of the AUDM Tokens will be reduced if the AUDM Tokens are not widely accepted as a means of payment.</p>

### Regulatory risk

<b>Regulatory change risk</b>	There is a risk that there is a change in law or that ASIC imposes changes to our AFSL or to the ASIC Relief that affects our ability to carry on our business.
<b>Delay, freeze and burn risk</b>	<p>We have obligations under Financial Crime Regulations. One of these obligations is to screen Clients and transactions for risks of money laundering, terrorist financing and other criminal activity. There is a risk that a transaction may be delayed or cancelled due to the processes or systems we have in place for these screening purposes.</p> <p>We may hold, suspend or cancel your access to the Macropod Platform in certain circumstances including where fraud is suspected, where we reasonably believe there is a risk associated with the Macropod Platform or where you have breached our Platform Terms or AUDM Terms.</p> <p>We may freeze or burn your AUDM Tokens if we receive a lawful instruction to do so from a court or regulator. This may result in the loss of the value of the AUDM Tokens or loss of access to the AUDM Tokens.</p>

## 28 Third-party software

- 28.1 The Platform Terms and AUDM Terms do not govern your interaction with, or reliance upon, any third-party software nor the reliability, safety or continuity of any blockchain, including a Blockchain Protocol and its network, including transactions and balances recorded on a Blockchain Ledger.
- 28.2 By using third-party software (such as Crypto Wallet software), or third party providers (such as DCEs) to receive and send an AUDM Token from and to Macropod, respectively, you acknowledge that you are governed by the terms of service and privacy policy for the applicable third-party software or third-party provider which may be updated from time to time.
- 28.3 Our Website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## 29 Intellectual Property Rights & Third Party Information

- 29.1 Nothing in the Platform Terms or AUDM Terms transfers ownership in, or otherwise grants any rights in, any intellectual property rights to a Client or Token Holder or any other person. Intellectual property rights means all intellectual property rights of Macropod or in connection with the Macropod Platform and AUDM Token, including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.
- 29.2 All proprietary rights (including without limitation title, patent rights and copyright) in our digital services (including the Macropod Platform and the AUDM Token) shall at all times vest and remain vested in us.
- 29.3 If we provide you with any information we obtain from a third party as part of our digital services or Macropod Platform, we do not warrant the accuracy or completeness of that third party information.

## 30 Privacy and personal data policy

- 30.1 You agree to our collection, storage, use, sharing and destruction of your data in accordance with our Privacy Policy which can be found on our Website.

## 31 Representations and Warranties

- 31.1 You represent and warrant to us that:
  - (a) you are capable of assessing the merits of and understand and accept the risks and terms and conditions of having access to, and using the Macropod Platform and any AUDM Token you purchase;
  - (b) you will not enter into any transaction using the Macropod Platform or using the AUDM Token for an unlawful, fraudulent or improper purpose;
  - (c) you will not engage in any Prohibited Conduct;
  - (d) you are not relying on any communication (whether written or oral) made by or on behalf of us as investment advice or as a recommendation to enter into the Platform Terms or AUDM Terms or any transaction using the Macropod Platform or an AUDM Token;
  - (e) you are not insolvent (you are insolvent if you are in liquidation or provisional liquidation or under administration; having a controller (as defined in the Corporations Act) or analogous person appointed to any of your property; or being unable to pay debts as and when they fall due; or entering into a compromise or arrangement with your members or creditors or any other analogous event);

- (f) you have the capacity and authority to enter into and be bound by the Platform Terms and AUDM Terms; and
- (g) your entry into and performance of your obligations under the Platform Terms or AUDM Terms, use of the Macropod Platform or purchase, use or redemption of an AUDM Token will not infringe any laws (including any Applicable Law) or agreements to which you are a party.

31.2 You repeat these warranties each day during the period in which you are a Client or Token-holder.

31.3 To the maximum extent permitted by law, except for warranties and liability implied under law which cannot be excluded by contract:

- (a) Macropod expressly disclaims all warranties and conditions of any kind in relation to the Macropod Platform or an AUDM Token, whether express or implied, including but not limited to:
  - (i) any implied warranties of merchantability, fitness for purpose or non-infringement;
  - (ii) any warranties as to the timeliness, reliability, sequence, accuracy, adequacy, consistency or completeness of any information provided to you at any time or from time to time; and
  - (iii) any warranties that any distribution, activation, holding, use, transfer, sale or exchange of an AUDM Token will be uninterrupted, timely, secure or free from error; and
- (b) Macropod's liability is limited in accordance with clause 33.

## 32 Indemnity

32.1 A Client that has entered into the Combined Legal Agreement (on an express or implied basis) indemnifies Macropod, its officers, employees, agents and contractors (each an **Indemnified Person**) against all Loss suffered or incurred by an Indemnified Person under or in connection with:

- (a) a breach of this Combined Legal Agreement (including without limitation a breach of any of its representations, warranties or undertakings) by a Client; and/or
- (b) a breach of Applicable Laws by a Client or a Token-holder;

other than any Loss caused by the negligence, wilful default or fraud of an Indemnified Person.

### 33 Limitation of Macropod's liability

33.1 Subject to the law, if Macropod acts in good faith and without gross negligence, it is not liable in contract, tort or otherwise to Clients in relation to the Macropod Platform or to Token-holders for any loss suffered in any way relating to AUDM Tokens.

33.2 In its capacity as Trustee of the AUDM Trust, Macropod's liability is limited as set out in clause 18 of the AUDM Trust Deed.

33.3 To the fullest extent permitted by law, and to the extent not caused by the negligence, wilful default or fraud of Macropod, its officers, employees, contractors, agents or appointed receivers, Macropod expressly disclaims all liability for any Loss, incurred or suffered by a Client or a Token-holder or anyone else, and including any Loss arising from or in connection with:

- (a) a breach of the Platform Terms or AUDM Terms by a Client;
- (b) the unavailability of the Macropod Platform for any reason;
- (c) any transaction failure which may occur when a Client seeks to acquire or redeem an AUDM Token due to an incorrect blockchain address being provided;
- (d) any unreasonable delay in the creation of an AUDM Token upon purchase, or refund of Australian dollars upon redemption;
- (e) any loss, theft or destruction of an AUDM Token after they have been issued or transferred to another Client or a Token Holder;
- (f) any malfunction, instability, breakdown, paralysis or rollback of any blockchain on which any AUDM Token is connected to or based upon;
- (g) any person's participation in any acquisition, holding or transfer of an AUDM Token that is in violation of any Applicable Laws;
- (h) the regulatory treatment of a Client, a Token Holder, an AUDM Token, the Macropod Platform, any acquisition, holding or transfer of an AUDM Token or your blockchain address by any government, quasi-government, authority or public body (including but not limited to any regulatory body of any jurisdiction);
- (i) any flaw, error, bug, weakness, vulnerability, defect or otherwise of the source code of any blockchain address or Crypto Wallet;
- (j) any direct or indirect outcome resulting from any circumstances disclosed in the Risk Warnings in clause 27; and
- (k) any Force Majeure event.

33.4 Macropod is not liable for indirect, incidental, special or consequential damage.

## 34 Complaints

34.1 If you have a complaint or concern about the products and services provided to you (including the Macropod Platform or the AUDM Token), we encourage you to contact us about your concern.

34.2 If you are a Retail Client, your complaint will be treated in accordance with the process in this clause 34.2 to clause 34.6 below. If you are not a Retail Client, clause 34.2 to clause 34.6 will not apply.

34.3 When your complaint is received by us it will be investigated. You can expect the following from us during the complaints process:

- (a) we will acknowledge your complaint and make sure we understand your concerns;
- (b) we will treat you with respect and do everything we can to fix your concern;
- (c) we will give you the name of a contact person who is handling your complaint and a way to contact them;
- (d) where possible, we will ensure you only deal with one person throughout the resolution process; and
- (e) we will keep a record of your interactions with us.

34.4 Once you have contacted Macropod, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly, however some complaints do take more time than others. If we anticipate that your complaint will take longer than 21 days to resolve, we will contact you within this time to provide you with an update on our progress. If we are unable to resolve your complaint within 30 days we will:

- (a) tell you the reasons for the delay;
- (b) tell you the date by which you can reasonably expect to hear the outcome of our investigation;
- (c) give you monthly updates on the progress;
- (d) tell you about your right to complain to the Australian Financial Complaints Authority (AFCA) if you are dissatisfied; and
- (e) provide you with contact details for AFCA (also set out in clause 34.6 below).

34.5 To view our full Complaints Resolution Policy, please visit our Website.

34.6 If your concern is not resolved, or if you are not satisfied with the decision you may contact the Australian Financial Complaints Authority (**AFCA**), which is an external dispute resolution scheme. AFCA's details are:

Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Mail: GPO Box 3, Melbourne VIC 3001  
Website: [www.afca.org.au](http://www.afca.org.au).

## 35 Compensation

35.1 Macropod maintains professional indemnity insurance in relation to our financial services. This policy complies with the requirements imposed under the Corporations Act.

## 36 Contact us

36.1 For any enquiry you can contact Macropod by:

Email: [hops@Macropod.com](mailto:hops@Macropod.com)  
Mail: Level 37, 259 George St, Sydney NSW 2000.  
Website: [www.Macropod.com](http://www.Macropod.com)

36.2 A notice required under the Platform Terms or AUDM Terms to be given to Macropod must be given in writing (including by email) or in any other manner as Macropod reasonably determines and advises on the Website from time to time.

36.3 A notice to Macropod is effective only at the time of receipt in legible form, unless Macropod reasonably determines another time at which a form of communication is taken to be received.

36.4 The notice to Macropod must bear the actual or electronic signature of the sender or their duly authorised officer or representative, unless Macropod dispenses with this requirement.

### *Notices from Macropod*

36.5 Subject to law, a notice or other communication required to be given to a Client or a Token-holder in connection with the Macropod Platform or an AUDM Token may be given by Macropod:

- (a) in writing;
- (b) by electronic communication including via the Macropod Platform;
- (c) by any other method permitted by law;
- (d) by making a notice available on Macropod's website and, if you are a Client, letting you know by a method set out above that the notice is available. If you are a Token-holder who is not a Client, you should check our Website regularly for published communications.

36.6 For this purpose, Macropod may use the Client's physical or electronic address last advised to Macropod for delivery of notices.

36.7 A notice or other communication sent to a Client:

(a) by post:

- (i) (if posted to an address in the same country) is taken to be received on the Business Day after it is posted; or
- (ii) 5 Business Days after it is posted (if posted to an address in another country); and

(b) by email or other electronic means, is taken to be received 1 hour after it is sent if the sender has not received a notice of non-delivery.

36.8 Proof of actual receipt is not required. Macropod may determine the time at which other forms of communication will be taken to be received.

## 37 Changes to Platform Terms or AUDM Terms

37.1 We may at any time vary the Platform Terms or AUDM Terms at our sole discretion by giving you reasonable written notice.

37.2 We will provide at least 30 days' prior notice if we introduce any new fee or charge, increase the amount of any fee or charge (other than a government charge), increase your liability for losses or impose, remove or change any minimum amounts that may be requested for minting or redeeming an AUDM Token in a single transaction.

37.3 Any other changes to the Platform Terms or AUDM Terms takes immediate effect from the date of their publication.

## 38 General

38.1 **Your costs:** You are responsible for your own costs and expenses and other arrangements relating in any way to the exercise of your rights and performance of your obligations under the Platform Terms or AUDM Terms, including regarding any Tax.

38.2 **Survival:** The following clauses survive termination of the Platform Terms and AUDM Terms and remain binding and effective at all times clauses 25 (Your Tax and Legal), clause 32 (Indemnity), 33 (Limitation of Macropod's Liability), clause 36.2 to 36.8 (Notices) and 38 (General), and clause 39.12 (Definitions).

38.3 **Consents, approvals or waivers:** By giving any approval, consent or waiver Macropod does not give any representation or warranty as to any circumstance in connection with the subject matter of the consent, approval or waiver.

38.4 **Discretion in exercising rights:** Unless the Platform Terms or AUDM Terms expressly state otherwise, Macropod may exercise a right, power or remedy or give or refuse its consent,

approval or a waiver in connection with the Platform Terms or AUDM Terms in its absolute discretion (including by imposing conditions).

38.5 **Partial exercising of rights:** Unless the Platform Terms or AUDM Terms expressly state otherwise, if Macropod does not exercise a right, power or remedy in connection with the Platform Terms or AUDM Terms fully or at a given time, it may still exercise it later.

38.6 **Conflict of interest:** Macropod may exercise our rights, powers and remedies in connection with the Platform Terms or AUDM Terms even if this involves a conflict of duty or it has a personal interest in their exercise.

38.7 **Remedies cumulative:** The rights, powers and remedies of Macropod in connection with the Platform Terms or AUDM Terms are in addition to other rights, powers and remedies given in any other document or by law independently of the Platform Terms or AUDM Terms.

38.8 **Indemnities and reimbursement obligations:** Any indemnity, reimbursement, payment or similar obligation in the Platform Terms or AUDM Terms given by a Client or Token-holder:

- (a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with the Platform Terms or AUDM Terms, any settlement or any other thing;
- (b) is independent of any other obligations under the Platform Terms or AUDM Terms or any other document; and
- (c) continues after the Platform Terms or AUDM Terms, or any obligation arising under it, ends.

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity in connection with the Platform Terms or AUDM Terms.

38.9 **No liability for loss:** Unless the Platform Terms or AUDM Terms expressly state otherwise Macropod is not liable for any Loss arising in connection with the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy in connection with the Platform Terms or AUDM Terms.

38.10 **Supervening law:** Any present or future law which operates to vary the obligations of a party in connection with the Platform Terms or AUDM Terms with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

38.11 **Prompt performance:** Each party agrees to perform its obligations under the Platform Terms or AUDM Terms promptly, unless a specific time for performance is expressly stated in the Platform Terms or AUDM Terms.

## 39 Interpretation and Definitions

### *Interpretation*

39.1 Headings and labels used for definitions are for convenience only and do not affect interpretation. Unless the contrary intention appears, in the AUDM Terms or the Platform Terms:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- (c) a reference to a document including the AUDM Terms or the Platform Terms also includes any variation, replacement or novation of it;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (e) a reference to a "**person**" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or other entity or organisation;
- (f) a reference to a time of day is a reference to Sydney time;
- (g) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (h) a reference to "**law**" includes common law, principles of equity and legislation (including regulations);
- (i) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (j) a reference to "**regulations**" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (k) a term which has a defined meaning in the Corporations Act has the same meaning when used in the Platform Terms or AUDM Terms;
- (l) a reference to "**amend**" includes vary, delete or replace; and
- (m) a reference to a year (other than a financial year), half-year, quarter or month means a calendar year, calendar half-year, calendar quarter or calendar month respectively.

### *Other documents*

39.2 A document does not become part of these General Terms, the AUDM Terms or the Platform Terms by reason only of that document referring to the General Terms, AUDM Terms or the Platform Terms or vice versa, or any electronic link between them.

***Legally binding***

- 39.3 The Platform Terms or AUDM Terms binds Macropod and each Client.
- 39.4 The AUDM Trust Deed binds Macropod, each present and future Token-holder (referred to in the Deed as a "Member") and any person claiming through any of them in accordance with its terms as if they were a party to the Deed. A Unit in the AUDM Trust is issued subject to and on the basis that the Token-holder is bound by all the provisions of the AUDM Trust Deed and the AUDM Terms.

***Prohibition and enforceability***

- 39.5 If all or part of any provision of the AUDM Terms or Platform Terms is void or invalid or would otherwise result in all or part of the AUDM Terms or Platform Terms being void or invalid in a jurisdiction for any reason, then it is severed for that jurisdiction. This clause does not affect the validity or operation of any other provision of the AUDM Terms, Platform Terms or General Terms or of that provision in any other jurisdiction.
- 39.6 Any provision of, or the application of any provision of, the AUDM Terms or Platform Terms or any right, power, authority, discretion or remedy which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 39.7 Any provision of, or the application of any provision of, the AUDM Terms or Platform Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 39.8 If any clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in the Platform Terms or AUDM Terms.

***To the extent not excluded by law***

- 39.9 The rights, duties and remedies granted or imposed under the provisions of the Platform Terms or AUDM Terms operate to the extent not excluded by Applicable Law.

***Governing law***

- 39.10 The AUDM Terms, Platform Terms and General Terms are governed by the law in force in New South Wales.
- 39.11 Each Token-holder and former Token-holder submits to the jurisdiction of the courts in New South Wales.

### Definitions

39.12 In the AUDM Terms, the Platform Terms and the General Terms, these words and phrases have the following meaning unless the contrary intention appears:

<b>AFSL</b>	Australian Financial Services Licence
<b>AML/CTF Program</b>	means Macropod's program for complying with Applicable Laws relating to anti-money laundering, counter-terrorist financing, Sanctions and non-proliferation of weapons of mass destruction.
<b>Applicable Laws</b>	means the law (statutory, equity or common law), a regulation or an official directive which has the force of law or compliance with which is in accordance with the practice of responsible persons undertaking similar businesses to Macropod, in force in the jurisdictions in which services are to be performed under this agreement and includes without limitation the Financial Crime Regulation.
<b>Application Form</b>	the form to apply to become a Client with access to the Macropod Platform, including a series of prompts on the user interface.
<b>ASIC</b>	means the Australian Securities and Investments Commission or any regulatory body which replaces it or performs its functions.
<b>ASIC Relief</b>	means an ASIC instrument which makes an exemption, declaration or modification of certain requirements of the Corporations Act and includes <i>ASIC Corporations (Stablecoin Distribution Exemption) Instrument 2025/631</i> and any successor instrument.
<b>AUDM Terms</b>	means the terms known as the ' <i>AUDM Sale and Redemption Terms</i> ' that apply to the AUDM Token from time to time and which will be available on Macropod's website from time to time. The AUDM Terms includes the General Terms. The AUDM Terms are Part B of the Combined Legal Agreement.
<b>AUDM Trust</b>	means the trust which is the subject of the Deed.
<b>AUDM Trust Deed</b>	means the deed poll in relation to the reserve for the AUDM Tokens declared by Macropod to be the trust deed of the AUDM Trust. The AUDM Trust Deed is available on the Website.
<b>AUDM Token</b>	a Crypto Token in the form of a stablecoin issued by Macropod together with a Unit in accordance with clause 16 of the AUDM Terms.

<b>Authorised Signatory</b>	means an individual that is authorised on behalf of a Client to transact on the Client's behalf and bind the Client including by accessing the Macropod Platform and submitting Mint Requests and Redemption Requests.
<b>Blockchain Ledger</b>	means the decentralised, distributed ledger (database) that records all transactions and smart contract executions made using the Blockchain Protocol of a particular blockchain or distributed ledger technology (DLT), stored on a network of nodes, each holding a copy of the entire transaction history and current state of that blockchain or DLT's network.
<b>Blockchain Protocol</b>	means the rules and standards that govern how a particular blockchain or distributed ledger technology processes transactions and achieves consensus.
<b>Business Day</b>	means a day on which banks are open for general banking business in Sydney (not being a Saturday, Sunday or public holiday in that place).
<b>Client</b>	means a person who has completed an Application Form for access to the Macropod Platform, successfully completed all Onboarding requirements (including the 'know your customer' checks and AML/CTF Program) and executed the Combined Legal Agreement
<b>Combined Legal Agreement</b>	means the agreement between Macropod and Clients in relation to the Macropod Platform and the AUDM Token, which has the following parts:  (a) Part A Macropod Platform Terms and Conditions (Platform Terms); (b) Part B AUDM Sale and Redemption Terms (AUDM Terms); and (c) Part C General Terms (which apply to both the Platform Terms and the AUDM Terms).
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth) and a reference to the Corporations Act or a provision of it includes a reference to the Corporations Act or that provision as modified by the <i>Corporations Regulations 2001</i> (Cth) or any applicable ASIC Relief.
<b>Crypto Token</b>	means a digital unit of information that has a role in a token system, serving as a record or means of representation within a digital environment and that is capable of being transferred and stored on a Blockchain Ledger.

<b>Crypto Wallet</b>	a blockchain address “wallet” for the purpose of holding Crypto Tokens.
<b>Custodian</b>	means a person holding or appointed to hold the assets (as defined in the Deed) of the AUDM Trust as custodian for the Trustee, or sub-custodian of such a custodian.
<b>Cut-off Time</b>	means 4:00 pm on each Business Day or such other time as determined by Macropod from time to time for the purposes of receiving applications for the issue or redemption of an AUDM Token.
<b>DCE</b>	digital currency exchange
<b>Eligibility Criteria</b>	means the criteria that must be met to be Onboarded as a Client of the Macropod Platform, as set out in clause 3.3 of the Platform Terms.
<b>Eligible Jurisdiction</b>	means includes any jurisdiction that we have included on our Website as an Eligible Jurisdiction, including Australia. A potential client must be Resident in an Eligible Jurisdiction to be eligible to apply for access to the Macropod Platform or purchase an AUDM Token from Macropod.
<b>Financial Crime Regulation</b>	means any applicable law or regulatory requirement pertaining to money laundering, terrorism financing, bribery, corruption, Tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or evasion of Sanctions. A reference to a violation of Financial Crime Regulation includes any acts or attempts to circumvent or violate any applicable laws or regulatory requirements relating to Financial Crime Regulation.
<b>Force Majeure</b>	means war, riots, acts of God, restraints imposed by any governmental or semi-governmental or regulatory authority, industrial or trade disputes, fires, explosions, storms, typhoons, floods, lightning, earthquakes, natural calamities or any other natural disaster.
<b>Loss</b>	means any loss, damage, liability, cost and expense suffered or incurred by a person and includes: costs incurred in connection with any claim or proceeding or in connection with any action taken by the person to protect itself against any loss; and reasonable legal costs incurred.

<b>Macropod</b>	means Catena Digital Pty Ltd (ABN 78 669 901 302), trading as Macropod Global, or Macropod Global acting in its capacity as Trustee of the AUDM Trust, as the context requires.
<b>Macropod Platform</b>	means the platform (including the AUDM Token smart contracts, which are the source code which comprises the protocols for the distribution of an AUDM Token including blocking Sanctioned Crypto Wallets) for the issuance of an AUDM Token by Macropod to a Client, and the redemption of an AUDM Token by Macropod for a Client.
<b>Manual Process</b>	a process by which, as the context requires: <ul style="list-style-type: none"><li>• potential clients are Onboarded for access to the Macropod Platform by contacting Macropod directly; or</li><li>• Clients contact Macropod directly to lodge a Mint Request or Redemption Request,</li></ul> rather than by using a user interface.
<b>Mint Request</b>	means a request by a Client to Macropod for Macropod to create (mint) an AUDM Token into the Client's Nominated Wallet.
<b>Mint Payment</b>	means a payment from a Client in exchange for Macropod issuing an AUDM Token.
<b>NCPF</b>	non-cash payment facility
<b>Nominated Bank Account</b>	of a Client, means the bank account details that the Client has provided to Macropod as part of the Client's SSI, from which a Mint Payment will be sent to Macropod as a result of a Mint Request, or for the receipt of a Redemption Amount as a result of a Redemption Request.
<b>Nominated Wallet</b>	means the Crypto Wallet (blockchain address) that a Client has provided to Macropod as part of the Client's SSI, for the receipt of an AUDM Token as a result of a Mint Request or from which an AUDM Token will be sent to Macropod as a result of a Redemption Request.
<b>OFAC sanction list</b>	means the sanctions lists maintained by the U.S. Office of Foreign Assets Control ( <b>OFAC</b> ), which specify individuals, entities, vessels, and countries with whom U.S. persons are prohibited from conducting business, such as those on the Specially Designated Nationals ( <b>SDN</b> ) list—whose assets are blocked and with whom all U.S. persons are generally forbidden to transact.

<b>Onboarded</b>	means a person has been onboarded as a Client with access to the Macropod Platform as set out in clause 3.3 and <b>Onboarding</b> has a corresponding meaning.
<b>Platform Terms</b>	means the terms and conditions that apply to the Macropod Platform as amended, supplemented, updated or substituted from time to time, as set out in Part A of the Combined Legal Agreement. The Platform Terms include the General Terms.
<b>Prohibited Conduct</b>	Means the conduct referred to in Clause 18.
<b>Redemption Amount</b>	means the total amount payable to a Client in relation to the full or partial redemption of an AUDM Token.
<b>Redemption Request</b>	means a request by a Client to Macropod for Macropod to redeem an AUDM Token by paying a refund into the Client in accordance with Clause 21 of the AUDM Terms.
<b>Register</b>	means the register of blockchain addresses that hold an AUDM Token, being the Blockchain Ledger recording all transactions in the AUDM Token.
<b>Registered</b>	means recorded in the Register and <b>Registration</b> has a corresponding meaning.
<b>Reserve Account</b>	means bank accounts opened by Macropod as Trustee for the AUDM Trust with one or more authorised deposit taking institutions, and which forms part of the Reserve.
<b>Reserve</b>	means the assets (as defined in the Deed) held in the AUDM Trust.
<b>Resident</b>	means in the case of:
	(a) an individual, means an individual permanently residing in the Eligible Jurisdiction and physically present in the Eligible Jurisdiction at the time they enter into the Platform Terms or AUDM Terms; or
	(b) an entity such as a company, means the entity is incorporated or legally formed in the Eligible Jurisdiction and management and control of the entity occurs in that Eligible Jurisdiction; or
	(c) a partnership, means a controlling majority of the partners are permanently residing in the Eligible Jurisdiction and physically present in the Eligible Jurisdiction at the time the partnership enters into the Platform Terms or AUDM Terms; or

(d) a trust, means the trustee is Resident in the Eligible Jurisdiction and management and control of the trustee occurs in that Eligible Jurisdiction; and

(e) in any case above, a tax resident of the Eligible Jurisdiction unless an exemption is granted. If you meet one of the descriptions in (a) to (d) above but not a tax resident, your eligibility will be assessed by Macropod in its sole discretion.

**Retail Client** has the meaning given by sections 761G and 761GA of the Corporations Act.

**Sanctions** any economic or financial sanctions, trade embargoes or other similar prohibitions or restrictions on activity pursuant to any laws, regulations, orders or licenses imposed, administered or enforced from time to time by a sanctions authority, which means any authority responsible for the imposition, administration and/or enforcement of sanctions, including without limitation the United Nations Security Council; or such authorities within:

- the United States (including the US Department of Treasury Office of Foreign Assets Control and the US State Department);
- the United Kingdom (including HM Treasury Office of Financial Sanctions Implementation);
- the European Union and the Client States of the European Union;
- Australia (including the Department of Foreign Affairs and Trade); and
- the sanctions authorities of the place of Residency, incorporation or establishment of a Client or any other party to a transaction involving the Macropod Platform or an AUDM Token, and, in each case, any successor to, or replacement for, any such authority.

**Security Code** a password or code that may be required by the Macropod Platform to authenticate you or an Authorised Signatory or authenticate a transaction made by you or an Authorised Signatory, and which must be kept secret. In these terms and conditions, Security Code does not include a number printed on a device or an identifier or the private key(s) to your Nominated Wallet or any other Crypto Wallet, which are unknown to Macropod and are your responsibility.

SSI	means standard settlement instructions, which:
	<ul style="list-style-type: none"><li>• for a Client will include:<ul style="list-style-type: none"><li>◦ your Nominated Wallet blockchain address, and</li><li>◦ your Nominated Bank Account details; and</li><li>◦ if agreed with Macropod, alternative arrangements for making a Mint Request; and</li><li>◦ (if multiple blockchains are available) the blockchain to mint the AUDM Token to; and</li></ul></li><li>• for Macropod will include the Reserve Account details and Treasury Wallet blockchain address.</li></ul>
Tax	means all kinds of taxes, duties, imposts, withholdings, deductions and charges imposed by a government (including goods and services tax, value added tax, consumption tax or a similar tax or a tax on services only, stamp duty and transaction duty) together with interest and penalties.
Token-holder	means a person or persons Registered as the holder of an AUDM Token that has not been redeemed. In the Deed, a Token-holder is referred to as a "Member" because they are a member of the AUDM Trust. A Token-holder could be a Client or a non-Client.
Treasury Wallet	means Macropod's blockchain address for receipt of an AUDM Token when a Client submits a Redemption Request.
Trustee	means Macropod (and any successor for the time being as trustee of the AUDM Trust).
Unit	means, in the AUDM Terms, the Platform Terms or General Terms, a Class A Unit (but not a Class B Unit) in the AUDM Trust as defined in the Deed. An AUDM Token represents a Unit.
Website	means Macropod's website which can be found at <a href="http://www.Macropod.com">www.Macropod.com</a> .
you, your	has a different meaning in the Platform Terms and the AUDM Terms: <ul style="list-style-type: none"><li>• in the Platform Terms, "you, your" means Clients and any party considering applying to be a Client to gain access to the Macropod Platform, as the context requires; and</li><li>• in the AUDM Terms, "you, your" refers to Clients and Token-holders.</li></ul>

