



Loyalty Wealth

LOYALTY WEALTH - INVESTMENTS CONTRACT

WARNING:

Please note that investing through Loyalty Wealth - Investments may be different from investing in a financial product directly. Differences are explained in the Loyalty Wealth - Investments Guide dated 28 June 2024 on page 8. They include:

- Withdrawal rights (pages 6 and 8 of the Loyalty Wealth - Investments Guide); and
- Voting rights (pages 7 and 8 of the Loyalty Wealth - Investments Guide).

Additionally, you should note that you may be adversely affected if you do not have a suitably qualified Financial Planner (page 6 of the Loyalty Wealth - Investments Guide).

In entering into the Contract (by signing the Application Form attached to the Loyalty Wealth - Investments Guide dated 28 June 2024 you acknowledge the matters contained in the above warning.

Table of Contents

1.	THIS DOCUMENT	3
2.	NATURE OF SERVICE.....	3
3.	OPERATOR.....	3
4.	JOINING AND CONTRIBUTIONS TO SERVICE	4
5.	ACCOUNT	4
6.	CASH ACCOUNT	4
7.	INVESTMENT INSTRUCTIONS.....	5
8.	DISCLOSURE	6
9.	VALUATION	7
10.	WITHDRAWAL	7
11.	CUSTODIAN.....	8
12.	COSTS TO BE ALLOCATED TO PORTFOLIOS.....	8
13.	FEES	8
14.	QUARTERLY REPORTS.....	10
15.	ANNUAL REPORTS.....	10
16.	BORROWING FACILITY	11
17.	INDEMNITY	12
18.	TERMINATION	12
19.	AMENDMENTS	12
20.	NOTICES.....	13
21.	MISCELLANEOUS	13
22.	DEFINED TERMS AND INTERPRETATION.....	14

LOYALTY WEALTH - INVESTMENTS CONTRACT

1. THIS DOCUMENT

This document constitutes the Contract between the Operator and each Client who participates in the investor directed portfolio service known as Loyalty Wealth - Investments or by any other name the Operator decides.

2. NATURE OF SERVICE

Client to direct Operator

2.1 Each Client may direct the Operator in all dealings with the Client's Portfolio.

2.2 Each Client has the sole discretion to decide what Available Investments will be acquired, and what Assets will be held or sold by the Operator on their behalf, except where:

- (a) the Client has provided an irrevocable alternative Instruction to the Operator, other than on the exercise of any discretion on the part of the Operator; or
- (b) the Client has authorised a person (who may be the Operator) to give Instructions on the Client's behalf, so as to ensure payment of any debt owed by the Client (including Costs of providing the Service).

Client may revoke most Instructions

2.3 Subject to clause 2.2, an Instruction issued to the Operator by the Client may be revoked by the Client where not already effected, but the Client must pay any Cost incurred by the Operator relating to the revoked Instruction.

Assets held on trust

2.4 The Operator must hold each Asset on trust for the Client (who is absolutely entitled to that Asset), unless the Client holds that Asset.

3. OPERATOR

Standard of care

3.1 The Operator will perform its obligations under this Contract honestly and with reasonable care and diligence.

Powers of Operator

3.2 The Operator has all the powers of a natural person, and may act despite any conflict of interest.

Engagement of third parties

3.3 The Operator may engage any person as an agent or delegate to do anything the Operator may do (including appointing an agent or delegate) on terms decided by the Operator (or its agent or delegate), including a Custodian (as provided for in clause 11).

Advisers

3.4 The Operator may rely upon its advisers.

4. JOINING AND CONTRIBUTIONS TO THE SERVICE

Use of the Service

- 4.1 A person wishing to apply to use the Service must complete a form approved by the Operator.

Operator may accept contributions of Available Investments and cash

- 4.2 A contribution to the Service must be in the form of an Available Investment or cash.

Operator may reject

- 4.3 The Operator may accept or reject an application to use the Service, a contribution or an Instruction.

Trust account

- 4.4 The Operator will ensure that all cash received by it or its agents from Clients or in which Clients have an interest is paid into an account with an Australian Authorised Deposit-Taking Institution designated as a trust account.

5. ACCOUNT

The Operator must maintain an Account for each Client, comprising a record of the Client's Portfolio and transactions in respect of the Portfolio.

6. CASH ACCOUNT

General

- 6.1 The Operator will maintain a sub-account to each Investor Account called a Cash Account.
- 6.2 The Operator must record all contributions made for a Client's benefit and any other amounts received or expended in relation to a Client in the Client's Cash Account, including:

- (a) all amounts contributed as part of a savings plan;
- (b) dividends and distributions received from the Client's Assets; and
- (c) funds from the disposal of any Asset.

Minimum Cash Account balance

- 6.3 The Operator may notify a Client that the Client must maintain a minimum balance in their Cash Account.
- 6.4 If the Client does not maintain a required minimum Cash Account balance, the Operator may restore the minimum balance by disposing Nominated Investments in accordance with Standing Instructions.

Directions to withdraw amounts and to make regular drawdowns

- 6.5 The Client may Instruct the Operator to:
- (a) withdraw an amount from the Cash Account and give it to any person nominated by the Client; and
 - (b) drawdown specified amounts from the Cash Account each month, quarter year, half year or year (or other period determined by the Operator) and give it to any person nominated by the Client.
- 6.6 The Operator may sell Nominated Investments in accordance with Standing Instructions to fund a withdrawal or drawdown.

Minimum amounts for withdrawals and drawdowns

- 6.7 The Operator may specify separate minimum amounts that may be withdrawn or drawdown.

7. INVESTMENT INSTRUCTIONS

Operator must offer Available Investments

- 7.1 The Operator will, upon request, provide a list of the Available Investments to a Client.

Minimum investment amount

- 7.2 For each Available Investment, the Operator may determine minimum acquisition, holding and disposal amounts.

Standing Instructions

- 7.3 The Client may direct the Operator to acquire or dispose of Nominated Investments in specified circumstances agreed to by the Operator.

Compulsory sale by Operator

- 7.4 The Operator may notify the Client that the Operator will dispose of the Client's Assets, starting with any Nominated Investment, if the Client does not satisfy, within 30 days:

- (a) minimum Cash Account balance requirements; or
- (b) minimum Asset holding requirements, in order to remedy the non-compliance with the relevant minimum holding requirements.

- 7.5 Where the Client does not comply with a notice under clause 7.4, the Operator may (but only in the next 7 days):

- (a) if the Client's Cash Account is below the minimum balance, sell the Client's Assets (starting with the Nominated Investment); or
- (b) if the Client has not maintained a minimum asset holding, dispose of the relevant Asset, in order to remedy the non-compliance.

First in, first out

- 7.6 Where giving effect to an Instruction to dispose of a portion of the Client's holding in a particular Asset, the Operator will dispose of that portion held the longest first, subject to any contrary Instruction from the Client which is acceptable to the Operator.

8. DISCLOSURE

8.1 The Operator must not, and must ensure that any Custodian does not, acquire any Available Investments (including accessible securities or accessible financial products) in relation to a Client and under a Client's direction which are to be held on trust by the Operator or any Custodian, unless:

- (a) in the case of an acquisition of accessible securities – the Operator is reasonably satisfied that:
 - (i) the Client has been given a copy of the Disclosure Document of the particular accessible securities that would have been required had the securities been offered to the Client directly at the time of the acquisition and the Operator has no reason to believe that the Disclosure Document is defective as it were prepared at that time ; or
 - (ii) the accessible securities could lawfully have been offered and issued or sold, as the case may be, to the Client directly without the Client being given a Disclosure Document; or
- (b) in the case of an acquisition of an accessible financial product:
 - (i) the Operator is reasonably satisfied that:
 - (A) the Client has been given a copy of the Product Disclosure Statement for the accessible financial product that would have been required had the financial product been offered to the Client directly at the time of the acquisition and the licensee has no reason to believe the Product Disclosure Statement is defective as if it were prepared at the time of the acquisition; or
 - (B) the accessible financial product could lawfully have been offered and issued or sold, as the case may be, to the Client directly without the Client being given a Product Disclosure Statement and the Operator has no reason to suspect that a Product Disclosure Statement would have been required to be given to the Client if all other holdings of the financial product in custodial arrangements had been held by the Clients of those arrangements; or
 - (ii) if the Client already holds an accessible financial product of the same kind through the IDPS, the Operator has given the Client a Product Disclosure Statement for a financial product of the same kind and:
 - (A) the Operator reasonably believes that the Client has access to, and knows that they have access to a Product Disclosure Statement for the financial product; and
 - (B) the Product Disclosure Statement the Client has access to is the most current in use or does not differ from the most current in use in a way that is materially adverse for the Client; and
 - (C) the Operator has no reason to believe the Product Disclosure Statement the Client has access to is defective as if it were prepared at the time of the acquisition.

9. VALUATION

- 9.1 The Operator must value an Asset at least monthly, but may cause an Asset to be valued at any time.
- 9.2 The Operator may determine valuation methods and policies for each category of Asset and change them from time to time. Unless the Operator determines otherwise and subject to the *Corporations Act 2001*, the value of an Asset for the purpose of this Service, including calculating a Portfolio Value, will be its market value.

10. WITHDRAWAL

Withdrawal Notice

- 10.1 A Client may give the Operator a withdrawal notice specifying:
- (a) the Assets of the Account to be disposed of on behalf of the Client; or
 - (b) the Assets of the Account to be distributed directly to or at the Instruction of the Client; or
 - (c) in the case of Assets, the Assets which are to cease being subject to Loyalty Wealth - Investments.
- 10.2 A withdrawal notice must be in a form approved by the Operator.

Obligation to repay

- 10.3 The Operator must comply with a withdrawal notice given by a Client in accordance with this Contract within a reasonable period except where the Operator is unable to comply with the withdrawal notice because of a restriction or obligation imposed by law on the Operator.
- 10.4 Subject to clause 10.3, the Operator must comply with the withdrawal notice having regard to the Assets of the Account to which the withdrawal notices relates by causing the Assets to be:
- (a) transferred to or at the Instruction of the Client; or
 - (b) disposed of and the net proceeds to be paid to or at the Instruction of the Client.
- 10.5 That part of a withdrawal that takes the form of a payment of the net proceeds of disposal of Assets must be effected 30 days after the date on which all the proceeds of disposal have been received by the Operator.

Tax and Sum Owed to Operators

- 10.6 The Operator may deduct from the proceeds of withdrawal any Tax referable to that Client and any unpaid moneys due by the Client to the Operator or the Service.

11. CUSTODIAN

The Operator may appoint a Custodian to do anything that the Operator may do in relation to the Client's Assets.

12. COSTS TO BE ALLOCATED TO PORTFOLIOS

What is a Cost

12.1 A Cost is any of the following:

- (a) an Expense;
- (b) any other amount that the Operator is authorised to debit from a Client's Portfolio.

Payment of Costs

12.2 All Costs incurred by the Operator are payable or reimbursable out of the Assets.

Allocation of Costs

12.3 Each Client's Portfolio shall be debited with that Client's pro rata proportion of the Costs.

12.4 The total amount of Costs that have not been debited to Client Portfolios shall be calculated on the last day of each month or at such other times as the Operator determines.

12.5 Client Portfolios shall be debited with that proportion of the amount calculated in accordance with clause 12.4 as the Operator determines on the date the amount is calculated. The amount referred to in the previous sentence shall be debited to Client Portfolios and the amount debited to each such Portfolio shall be in proportion to the value of each Portfolio at that time.

12.6 Contrary to the other provisions of clause 12, if the Operator determines that any of the Costs only relate to a particular Client or group of Clients those Costs may, at such times as the Operator determines, be debited only to the Portfolios of the relevant Client or Clients in the proportion to which they relate to that Client or those Clients.

Operator not required to act unless paid

12.7 The Operator is not required to do anything for the Client or in respect of a Client's Portfolio, unless the Operator is satisfied that its Costs will be met.

13. FEES

13.1 The Operator is entitled to Fees in relation to a Client Portfolio that are agreed with the relevant Client.

The Fees

13.2 The Client agrees to the following Fees to the Operator or as directed by the Operator:

Fee	Fee payable
implementation, planning and initial lump sum	Up to 4.00% of the amount each amount invested, as specified in the Client's application or subsequent Instruction.
administration / management fee	Up to 1.45% per annum of each portion (specified by the Operator) of the Client's Portfolio Value.
account fee	Up to \$50 per month in respect of the account held for the Client
custodian fee	Up to 0.25% per annum of the Client's Portfolio Value subject to custody arrangements.
transaction/ switching fee	Up to \$50 in respect of each sale or purchase of an Available Investment for another.
transaction fee	Up to \$50 for each purchase or sale of an Available Investment and each transaction within the Managed Portfolios
transfer fee	Up to \$50 for each request to transfer an Available Investment to or from the Service.
brokerage fees	Up to \$50 or 0.5% (whichever is greater) for each purchase or sale of a securities
dishonour fee	Up to \$50 for each dishonoured cheque or direct debit.
margin loan fee	Up to \$500 per annum in relation to the delivery of a margin loan facility

Altering Fees

13.3 The Operator may alter the following Fees in the manner described, irrespective of whether the alteration adversely affects the rights of a Client:

- (a) the transaction/switching fee, and transfer fee may be increased each financial year by no more than the increase in the consumer price index (All Groups Sydney);
- (b) the dishonour fee and annual administration fee may be increased each financial year by no more than the increase in the consumer price index (All Capital Cities); and
- (c) the management fee may be altered if both 30 days notice is given to Clients and the annual rate of any portion (as specified by the Operator) does not exceed 2%, provided that:
 - (i) if a Client requests the operator to terminate the Service within 30 days of being given notice, the fee will not increase in relation to that Client unless the request is withdrawn; and
 - (ii) if a request to terminate is withdrawn, the fee will increase no earlier than the date it is withdrawn.

- 13.4 The Operator may alter any Fee, but if the alteration adversely affects the rights of a Client and is not permitted by clause 13.3, the Operator must obtain the Client's prior consent (whether express or implied).

How are fees calculated and paid?

- 13.5 The Fees are to be calculated and recoverable from the relevant Client's Portfolio on the last day of each month or such other times as determined by the Operator.

14. QUARTERLY REPORTS

Information Required

- 14.1 Each Quarter, the Operator must give a Client a Quarterly Report that details the Client's:

- (a) transactions for the Quarter;
- (b) Assets held through the Service (including quantity and value) and liabilities on the last day of the Quarter;
- (c) revenue and expenses in relation to the Service and Assets held through the Service for the Quarter.

Timing

- 14.2 The Operator must give each Client their Quarterly Report by the last day of the month after the relevant Quarter.

Electronic access

- 14.3 An Operator is not required to give a Client a Quarterly Report if a Client has agreed to obtain information concerning transactions and holdings through the Service electronically in lieu of Quarterly Reports and if the Operator has no reason to doubt that the Client has electronic access on a substantially continuous basis to the Client's:

- (a) transactions for at least 1 year;
- (b) Assets held through the Service (including quantity and value) and liabilities; and
- (c) revenue and expenses in relation to the Service and the Assets held through the Service for at least 1 year.

- 14.4 The electronic information must be current at a time that is no more than 48 hours (excluding hours on a day that is not a business day) before the time of access.

15. ANNUAL REPORTS

Operator's Annual Report

- 15.1 By the last day of each September, the Operator must give each Client an annual report on the Service for the preceding financial year, setting out information as required by the Quarterly Report but as at the end of the financial year and in relation to the Service and Assets held during the financial year.

Auditor's Annual Report

15.2 By the last day of each September, the Operator must give to the Client, for the preceding financial year, an annual audited report prepared by an Auditor in accordance with the *Corporations Act 2001* requirements which:

- (a) states that the Auditor has performed such tests and procedures as are necessary to obtain reasonable assurance that:
 - (i) accounting procedures and internal controls of the Operator, any Custodian and any other relevant agent or delegate acting on behalf of the Operator were designed and operated effectively to ensure that the Clients' Annual Reports generally are not materially misstated; and
 - (ii) the aggregate of Assets (other than Assets held by the Client), liabilities, revenue and expenses shown in the Clients' Annual Reports have been properly reconciled to the corresponding amounts shown in the audited statements of the Operator or the Custodian (as appropriate); and
- (b) sets out the Auditor's opinion as to whether or not the Auditor has any reason to believe that any Client's Annual Report is materially misstated.

16. BORROWING FACILITY

General

16.1 The Operator may facilitate borrowings on behalf of Clients.

Security

16.2 In accordance with the Client's request, the Operator may provide any security (including a mortgage) to a lender over any part of the Client's Assets.

16.3 The terms of a security may require:

- (a) the consent of the lender to the Operator dealing in or issuing any direction in relation to a secured Asset;
- (b) payment to the lender of income from the secured Asset;
- (c) the Operator to act in accordance with the Instructions of the lender when dealing with the secured Asset (whether or not there has been a default under the security);
- (d) the Operator to provide access to the Client's confidential information, including all Reports.

When security enforceable

16.4 If any Security granted by an Operator to a lender on behalf of the Client becomes enforceable:

- (a) the lender may exercise the rights granted to the lender under the Security in relation to the secured Assets;
- (b) the Operator may deal with the Assets in accordance with the lender's Instructions, without reference to the terms of the security.

17. INDEMNITY

Operator grants Client an indemnity

17.1 The Operator grants an indemnity to the Client to the extent of any loss suffered by the Client as a result of the Operator not acting honestly, or acting without reasonable care and diligence.

Operator's agents

17.2 The Operator accepts liability for acts of its agents as if they were the Operator's own acts or omissions.

Indemnity in favour of the Operator

17.3 The Operator is entitled to be indemnified out of the Assets for any liability incurred by it as a result of any act or omission of the Operator where the Operator is acting honestly, and with reasonable care and diligence.

17.4 The indemnity granted by the Client in clause 17.3:

- (a) includes an indemnity for legal costs;
- (b) extends to any liability arising in connection with any Available Investment;
- (c) extends to each agent and delegate of the Operator to the extent that they are performing the functions of the Operator; and
- (d) may only be satisfied from the Client's Assets.

18. TERMINATION

18.1 The Operator may terminate a Client's participation in the Service by giving the Client notice of its intention to do so.

18.2 Following termination, the Operator must, subject to clause 18.3, realise the Assets recorded in the relevant Client's Investor Account.

18.3 If a Client directs, the Operator must, subject to clause 18.4, distribute any Asset of a Investor Account to the Client in specie.

Discharge

18.4 The Operator is entitled to an indemnity from Clients from the proceeds of realisation or the Assets of Investor Accounts for an amount equal to all liabilities of the Service and the Expenses (including anticipated expenses) of termination.

19. AMENDMENTS

Power to amend

19.1 The Operator may amend this Contract in writing.

Notice

19.2 The Operator must obtain a Client's prior consent (whether express or implied) to any change it reasonably considers will adversely affect the rights of the Client. If prior consent is not required, the Operator must notify a Client of an amendment that will affect a Client, within 2 months after the financial year during which the amendment takes effect.

No notice of trusts

19.3 The Operator is not required to acknowledge any trust.

20. NOTICES

Service of notices

20.1 A notice is served on a person on the earlier of:

- (a) actual receipt, if served personally;
- (b) the second business day after posting;
- (c) one hour after the notice is sent electronically (including by fax or by e-mail).

20.2 If the time of service in clause 20.1 is not during a business hour, the notice is served at the end of the next business hour.

Notice issued by Client

20.3 The Operator may treat a notice issued by the Client as ineffective if it is not received by the Operator.

Notices issued by Operator

20.4 A notice issued by the Operator is effective if sent to the Client's last known address.

21. MISCELLANEOUS

Statutory requirements

21.1 If for the time being and from time to time:

- (a) a provision of the *Corporations Act 2001* relevant to the Service requires that this Contract contain certain provisions; or
- (b) any relevant relief from the provisions of the *Corporations Act 2001* granted by the Regulator directly or indirectly requires that this Contract contain certain provisions in order for that relief to be effective in respect of the Service,

then those provisions are deemed to be incorporated into this Contract at all times at which they are so required to be included and prevail over any other provisions of this Contract to the extent of any inconsistency.

Assignment

21.2 An Operator may, on prior notice to Clients, assign all or any of its rights and obligations under this Contract to any other person, but no prior notice of assignment is required where the Operator assigns its rights and obligations to a related party.

Operation of this Contract

21.3 This Contract applies separately to each Client of the Service.

Inspection of Contract

21.4 The Operator must provide this Contract to the Client upon request.

22. DEFINED TERMS AND INTERPRETATION**Definitions**

22.1 Words used in this Contract have the following meanings, unless the context requires otherwise:

- (a) **Account** means an account established in accordance with clause 5.
- (b) **Asset** means an Available Investment acquired through the Service on behalf of a Client and subject to the Service.
- (c) **Auditor** means a registered company auditor.
- (d) **Australian Authorised Deposit-Taking Institution** means an "Australian ADI" as defined in the *Corporations Act 2001*.
- (e) **Available Investment** means an asset that the Operator permits the Client to access through the Service, as specified by the Operator in the Guide or in a separate notice including accessible securities and accessible financial products.
- (f) **Cash Account** means the account of a client of the Service which will receive all income, interest and dividend distributions paid from their investments and is used to pay fees and costs incurred by them in relation to their investments and the maintenance of their account with the Service. 3% of the value of the client's investments through the Service must be held in the client's Cash Account.
- (g) **Client** means a client of the Service.
- (h) **Contract** means the IDPS Contract constituted by this document and, in relation to a particular Client, means the Contract between the Operator and that Client.
- (i) **Cost** means a cost as defined in clause 12.
- (j) **Custodian** means a person appointed by the Operator (other than a Client), that holds Assets held through the Service.
- (k) **Disclosure Document** means a Product Disclosure Statement, prospectus, a profile statement or an offer information statement, or a notice or document required by the *Corporations Act 2001* setting out information about offers of securities.
- (l) **Expense** means any expense incurred in relation to the Service, including but not limited to each of the following: audit fees; brokerage and/or commissions; Custodian fees (subject to clause 13.2); bank fees; government charges; Taxes; communication costs and adviser's fees (including costs of legal, financial and tax advice).
- (m) **Fee** means any fee payable in accordance with clause 13.
- (n) **GST** means a goods and services tax, value-added tax or similar broad-based consumption tax or a tax on services introduced in Australia by the Commonwealth government or any State or Territory government which has effect during the term of the Service.
- (o) **Guide** means the Loyalty Wealth - Investments Investor Guide of the Service.

- (p) **Instruction** means an instruction given by or on behalf of the Client to the Operator authorising or directing the Operator to perform certain activities.
- (q) **Account** means an account established in accordance with clause 5.
- (r) **Nominated Investment** means an investment nominated by the Client in accordance with clause 7.
- (s) **Operator** means Fiducian Investment Management Services Limited ACN 602 441 814, Australian Financial Services Licence number 468211, authorised to operate the Service under the *Corporations Act 2001*.
- (t) **Portfolio** means all of the Client's Assets subject to the Service, including any debit or credit in the Client's Cash Account.
- (u) **Portfolio Value** means the total value of a Client's Portfolio.
- (v) **Quarter** means each quarter of a year that ends on the last day of March, June, September or December.
- (w) **Quarterly Report** means the report referred to in clause 14.1.
- (x) **Regulator** means the Australian Securities and Investments Commission, and includes any other government body with the authority to regulate the Service.
- (y) **Report** means any report or other information made available to the Client, including information satisfying any Quarterly or Annual Report requirement.
- (z) **Service** means the investor directed portfolio service constituted and governed by this Contract, the Guide and any rules made by the Operator, which is known as Loyalty Wealth - Investments or by any other name the Operator decides.
- (aa) **Standing Instructions** means the Instructions provided for by clause 7.3.
- (bb) **Tax** means any tax payable to any person in accordance with any Act, including:
 - (i) all kinds of taxes, duties, imposts, deductions and charges imposed by a government;
 - (ii) interest, penalties and late fees; and
 - (iii) GST or an amount charged to the Operator by way of reimbursement of GST or any amount included either expressly or impliedly in an amount paid or payable by the Operator on account of GST.
- (cc) **Transactional Functions** means:
 - (i) acquisition and disposal of Available Investments in accordance with the Instructions of a Client or otherwise in accordance with the terms of the Service; or
 - (ii) maintenance of records of Assets of Clients for the purposes of consolidated reporting functions under the Service.

Interpretation

22.2 Unless the context otherwise requires:

- (a) a term defined in the *Corporations Act 2001* has the meaning given in the *Corporations Act 2001*.

- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements.
- (c) “address” includes a fax, e-mail or other electronic address.
- (d) “document” includes an electronic document and any hyperlink to it.
- (e) “business hour” means an hour for which bank branches are open in Sydney.
- (f) “act” includes an omission to act.

Headings

22.3 Headings are not part of this Contract.

Governing law

22.4 New South Wales law governs this Contract.