

TERMS AND CONDITIONS

1. COMPANY INFORMATION

- 1.1 These terms and conditions (the "T&Cs") are issued by T. Rowe Price Australia Limited ("T. Rowe Price", "we" or "us") (ABN: 13 620 668 895 and AFSL: 503741) which is situated at Level 50, Governor Phillip Tower, 1 Farrer Place, Suite 50B, Sydney NSW 2000.

2. CONDITIONS OF USE

- 2.1 The Website (as defined below), including the content therein (the "Information"), is exclusively directed at and only available for Wholesale Clients (as defined in the Corporations Act) in Australia. By accessing the Website, you acknowledge that you are a Wholesale Client.
- 2.2 The T&Cs apply to the entire contents of the website under the domain name www.troweprice.com.au/intermediaries (the "Website") as well as any correspondence including by e-mail between us and you. Please read these T&Cs carefully before using the Website as your use of the Website shall constitute your acceptance of the terms of these T&Cs. T. Rowe Price may revise these T&Cs at any time without prior notice. You should check the Website from time to time to review the then current T&Cs.
- 2.3 Note that certain provisions of these T&Cs may be superseded by expressly designated legal notices or terms located on (i) particular pages at the Website; or (ii) on material made available on the Website or sent to you.

3. WEBSITE CONTENT

- 3.1 The Information, including the information provided in relation to the T. Rowe Price Australian domiciled unit trusts (the "AUTs"), is provided for your informational purposes only upon the terms and conditions herein and does not constitute investment or financial advice or recommendations. Nothing in this Website shall be considered a solicitation to buy or an offer to sell a security, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction. The Information is not intended for distribution to or use by any person or entity in any country where such distribution or use would be contrary to law or regulation or which would subject T. Rowe Price and/or AUTs to any registration requirement within such country.
- 3.2 The Information, and your use of it, may from time to time be subject to certain statutory or other regulations, conditions and restrictions. All use of the Information by you must comply with such regulations, conditions or restrictions applicable to the country in which you elect to use the Information. You are responsible for observing all relevant laws and regulations which apply to your access to, and use of, the Information.

4. COPYRIGHTS, TRADE MARKS AND LICENCE

- 4.1 The content of this Website are protected by applicable copyright laws. Any use or extracts from the Website other than in accordance with these T&Cs is prohibited unless with T. Rowe Price's prior written consent.
- 4.2 T. Rowe Price, INVEST WITH CONFIDENCE and the Bighorn Sheep design are, collectively and/or apart, trade marks or registered trade marks of T. Rowe Price Group, Inc. in the United States, European Union, Australia and other countries. All other trade marks shown are the property of T. Rowe Price or their respective owners.
- 4.3 Nothing in these T&Cs shall be considered as granting to you any licence or right under any trade mark of T. Rowe Price or any third party, nor should you attempt to use, copy, adapt or register any trade marks that are the same or similar to any trade marks or logos appearing on the Website.
- 4.4 You may not create a link to the Website without T. Rowe Price's prior written consent.

5. YOUR INFORMATION

- 5.1 Other than personally identifiable information, which is covered under our Privacy and Cookies Policy, any information you transmit within the context of using the Website shall be considered non-confidential and non-proprietary. Accordingly, T. Rowe Price shall have no obligations with respect to such information and shall be free to copy, disclose, distribute, incorporate and otherwise use such information and all data, images, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 5.2 For any correspondence between us which is transmitted via the internet (whether or not encrypted), you accept that such transmission of information is not completely secure and we cannot guarantee the security of the data that is transmitted through the internet. Subject any applicable privacy obligations, any such transmission is at your own risk.
- 5.3 T. Rowe Price may share information about your usage of the Website, in a manner consistent with our Privacy Policy, with reputable third-party companies for analysis and research.
- 5.4 T. Rowe Price may record telephone calls with you for monitoring and training purposes and to improve the services we provide to you.

6. THIRD PARTY CONTENT

- 6.1 The Website may include materials from third parties or links to websites maintained by third parties (the "Third Party Content"). Access to and use of the Third Party Content is subject to the terms and conditions applicable to such Third Party Content which may differ to the terms set out in these T&Cs. Therefore, you should review the terms and conditions as well as the privacy policy applicable to such Third Party Content prior to accessing or using them.

- 6.2 Links to the Third Party Content on the Website are provided solely for your convenience. If you use these links, you leave the Website. T. Rowe Price is not involved in or responsible for the preparation, approval or review of the Third Party Content and has no control over any of the Third Party Content. Therefore, T. Rowe Price does not, whether explicitly or implicitly, endorse or make any representations about the Third Party Content, any material found there or any results that may be obtained from using them.
- 6.3 Any opinions or recommendations expressed on the Third Party Content are solely those of the Third Party Content provider(s) and not of T. Rowe Price. If you decide to access any of the Third Party Content, you do so entirely at your own risk. T. Rowe Price shall not be liable for any loss or damage arising from your reliance upon any of the Third Party Content.

7. DISCLAIMER

- 7.1 T. Rowe Price endeavours to provide accurate and timely information on the Website. While T. Rowe Price believes that the Information is accurate as of the date of publication and/or where a particular page is dated, the Information (including any information available through any site to which you may link through this Website) is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, T. Rowe Price provides the Website on the basis that T. Rowe Price excludes all representations, warranties, conditions and other express or implied terms.
- 7.2 T. Rowe Price may make changes to the Website, including any of the Information, at any time without notice. The Information may be out of date and T. Rowe Price makes no commitment to update such Information in a timely manner or at all.
- 7.3 You are responsible for your connectivity to the Website. You also agree that you are responsible for the means you use to access the Website and understand that your hardware, software, the internet, your internet service provider, and other third parties involved in connecting you to the Website may not perform as intended or desired. T. Rowe Price does not guarantee that services provided by the Website will not be interrupted. Periods of volatile or unusual market activity may affect the availability of the Website and/or response time.
- 7.4 Downloads may not be error free. T. Rowe Price also does not promise that any software or other information that you may download or copy will be error free. If any defects are detected, we do not promise that they will be corrected.
- 7.5 T. Rowe Price reserves the right to modify or terminate your access to the Website for any reason, without notice, at any time, and without liability to you.

8. LIABILITY

To the maximum extent permitted by law, T. Rowe Price, its affiliates and any of their officers, directors, employees, shareholders or agents, shall be excluded from any and all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data,

contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website which for the avoidance of doubt includes the use, inability to use or the results of using the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website. For the avoidance of doubt, nothing in this paragraph 8 is intended to limit or exclude any of our obligations arising under Part 2-1 of the ACL. To the extent that these terms and conditions are subject to non-excludable consumer guarantees implied under Part 3-2 of the ACL, our liability is limited to the maximum.