

Share Trading is a service provided by Australian Investment Exchange Ltd (the Participant, we us, our) ABN 71 076 515 930 AFSL 241400, a participant of the ASX Group and Chi-X Australia.

## TERMS AND CONDITIONS OF ONLINE ACCESS

### (FOR INFORMATION SERVICES AND INTERNET TRADING)

In consideration of the Participant providing access to the Trading Site and its Services to You, You agree to abide by the following terms and conditions:

#### 1.0 DEFINITIONS

In these terms and conditions:

**AFSL** means Australian Financial Services Licence;

**AML/CTF Laws** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and subordinate regulations as amended from time to time, and includes guidelines and publications produced by the Australian Transaction Reports and Analysis Centre (or successor organisation) from time to time;

**ASIC** means the Australian Securities & Investments Commission;

**ASIC Market Integrity Rules** means the market integrity rules of ASIC as amended from time to time;

**ASX** means the Australian Securities Exchange Limited ABN 98 008 624 691;

**ASX Clear** means ASX Clear Pty Limited ABN 48 001 314 503;

**ASX Clear Operating Rules** means the rules governing the operation of the clearing facility operated by ASX Clear as amended from time to time;

**ASX Operating Rules** means the market rules of the ASX as amended from time to time;

**ASX Settlement** means the ASX Settlement Pty Ltd ABN 49 008 504 532 as approved as the Securities Clearing House under the Corporations Act;

**ASX Settlement Operating Rules** means the rules issued by ASX Settlement from time to time;

**Business Day** means a day on which banks are open for business in Sydney, Australia, and does not include Saturdays, Sundays or public holidays;

**Cash Account** means Your nominated bank or financial institution account used for the settlement of securities and payment for services where cleared funds are transferred to and from Your Account;

**CHESS Holding** means an uncertificated holding of securities on a subregister for that class of securities maintained by ASX Settlement;

**Chi-X Australia** means Chi-X Australia Pty Ltd ABN 47 129 584 667 and its successors;

**Cleared funds** means funds available in the Cash Account or Your Account for the purposes of trading and payment for services;

**Conditional Order Instruction** means an instruction You give to us to place an order for a Security on the market:

- (a) when the Trigger occurs; and
- (b) at market price or at a price in accordance with the Limit;

**Derived Information** means any part of the Information or any data derived in any way from the manipulation of the Information or any part of the Information;

**Guaranteed Money** means all money, obligations and liabilities of any kind of You that are now or may in the future become due, owing or payable, whether actually, contingently or prospectively to or for the account of the Participant, under or in relation to these terms and conditions including without limitation on account of principal, interest, fees, expenses, indemnity payments, losses or damages;

**Guarantor** means, if You are a company, each director and other officer whose name is shown on the application form and any person who subsequently becomes Guarantor of Your obligations in respect of these terms and conditions. If there is more than one, Guarantor means each of them separately and every two or more of them jointly. Guarantor includes successors;

**HIN** means Holder Identification Number;

**Information** means information including (but not limited to) stockmarket information, news, updates, analyses, data and research materials relating to securities to which the Participant has access from time to time;

**Information Providers** means the Australian Securities Exchange Limited and its related corporations, and independent providers of news, research and reporting services;

**Limit** means the minimum price at which we are instructed to sell, or the maximum price at which we are instructed to purchase, the Security under Your Conditional Order Instruction;

**Market Operator** means a holder of an Australian Market Licence who operates as per ASIC Market Integrity Rules and to which we are a participant;

**Market Operating Rules** means the operating rules of a Market Operator as amended from time to time;

**Participant, we, us or our** means Australian Investment Exchange Ltd ABN 71 076 515 930, AFSL 241400 of Ground Floor, Tower 1, 201 Sussex Street, Sydney NSW 2000, a participant of the ASX Group and Chi-X Australia;

**Participant Sponsored Holder** has the same meaning given it in the ASX Settlement Operating Rules;

**Prescribed Requirement** means a requirement in any law, the ASX Settlement Operating Rules, ASIC Market Integrity Rules, Market Operating Rules or the ASX Clear Operating Rules;

**Proscribed Person** means a person who appears to the Participant either:

- (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction;
- (d) act on behalf, or for the benefit of, a person listed in sub-clauses (a) – (c);

**Referrer** means a third party who has referred You to the Participant for trading, settlement, clearing or other services;

**Security** or securities includes financial products;

**Services** means all or any of the online services (or telephone related services accessed through the Participant call centre) provided by the Participant from time to time;

**Sponsored Holding** means a CHESS Holding of the Participant Sponsored Holder which is identified by a HIN which is, at the request of the Participant Sponsored Holder, notified in writing by the Participant to the Participant Sponsored Holder after the Participant Sponsorship Agreement commences;

**STP** means straight through processing, which refers to the automated processing of a securities trade through the Market Operator's trading system, without any manual intervention or duplicate processing;

**Terms of Issue** has the same meaning given to it in the Market Operating Rules;

**Trading Limit** means an allowable limit approved by the Participant for the purchases of approved securities nominated by the Participant;

**Trading Site** means the internet/mobile site address or other digital channel through which access is gained to share market trading functions;

# Share Trading Terms and Conditions

**Trading Status** has the same meaning given to it in the Market Operating Rules;

**Trigger** means criteria that are acceptable to us, which You nominate for Your Conditional Order Instruction, which, when satisfied, causes us to place an order for the Security on the market;

**Warrant** has the same meaning given to it in the Market Operating Rules;

**Warrant-Issuer** has the same meaning given to it in the Market Operating Rules;

**Withdrawal Instructions** means instructions for withdrawal of financial products from a Sponsored Holding;

**You** and **Your** means the person, persons or company to whom the Participant provides the Services through the Trading Site and to the extent relevant, includes Your authorised representative. Where You are more than one person, then each of those people are referred to jointly and severally;

**Your Account** means the share trading account opened by You with the Participant.

## 2.0 LIMITED RIGHT OF ACCESS

2.1 If You are more than one person, then all persons are jointly and severally bound by these terms and conditions.

2.2 The Participant grants to You for Your use only, a limited non-transferable, non-exclusive right to access the Trading Site for the purpose of using the Services.

2.3 You acknowledge that the Participant reserves the right to refuse any application to provide access to the Trading Site and the Services in the Participant's absolute discretion.

2.4 You acknowledge that the Participant reserves the right to terminate or suspend Your access to the Trading Site and the Services at any time without prior notice if, for example, we suspect that:

- (a) Your Account has been accessed fraudulently;
- (b) You are a Proscribed Person;
- (c) You have attempted market manipulation; or
- (d) You have committed fraudulent, illegal or unauthorised dealings on Your Account.

Without limiting our rights under paragraphs (a) to (d), we may terminate or suspend Your access to the Trading Site and the Services for reasons other than the ones mentioned above.

2.5 Your access to the Trading Site and use of Services are subject to the usual access and Services guidelines and policies of the Participant.

2.6 The Participant complies at all times with all Australian law applying to any offer of securities by the Participant and any offer of securities is made only to Australian residents. If You are not an Australian resident, then the Participant makes no representation whatsoever to You as to any foreign law which may apply to the offer of securities by the Participant. If You are in any doubt as to any foreign law applying to securities transactions by You with the Participant then You should obtain Your own independent foreign law legal advice.

## 3.0 SECURITY IDENTIFICATION

3.1 You will nominate a confidential password, Username, or phone identification password (collectively 'Individual Username') in order that You may identify Yourself to access the Trading Site or over the phone in order to use the Services.

3.2 You and Your authorised representative(s) are solely responsible for the confidentiality and use of Your Individual Username. You will notify the Participant immediately if You become aware of any loss or theft or unauthorised use of Your Individual Username or any part thereof. After such notification the Participant shall as soon as reasonably possible disable access to the Trading Site and Services

for such Individual Username and shall issue a replacement Individual Username accordingly.

3.3 The Participant is entitled to assume that any instruction received containing all or any part of the Individual Username originates from You or the authorised representative to whom the Individual Username is assigned and that such instruction is a valid instruction to access the Services. The Participant is not obliged to inquire into the validity of any such instruction received.

3.4 The Participant deems that the person using an Individual Username or any part of it to access the Trading Site and the Services is the person to whom the Individual Username is assigned to.

## 4.0 YOUR INSTRUCTIONS

4.1 The Participant reserves the right at all times to decline to accept Your instructions without giving any reason or explanation or prior notice if, for example:

- (a) we consider that accepting the instruction would not be consistent with a fair and orderly market;
- (b) it is not possible for us to place an order on the market;
- (c) we believe Your instructions are ambiguous, incomplete or unclear; or
- (d) the security is subject to a trading halt.

Without limiting our rights under paragraphs (a) to (d), we may decline to accept Your instructions for reasons other than the ones mentioned above.

4.2 Without limitation to clause 4.1 the Participant reserves the right to decline to act on Your behalf or accept Your instructions where Your instructions are believed by the Participant to be unclear, ambiguous or incomplete.

4.2A You acknowledge and agree:

- (a) That if You or a signatory appears to be a Proscribed Person, then the Participant may immediately refuse to process or complete any transaction or dealing of Yours; suspend the provision of a product or service to You; refuse to allow or to facilitate any of Your assets held by us to be used or dealt with; refuse to make any asset available to You or to any other proscribed person or entity; or terminate these arrangements with You. The Participant will be under no liability to You if the Participant does any or all of these things. The Participant's rights under this clause are in addition to all other rights which the Participant may have.
- (b) That if the Participant exercises its rights under sub-clause 4.2A(a), You must pay the Participant any damages, losses, costs or expenses that the Participant incurs in relation to any action taken under sub-clause 4.2A(a), including without limitation administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting the Participant's obligations under these terms and conditions.

4.3 You authorise the Participant to accept instructions on Your behalf from Your authorised representative(s) and You confirm that Your authorised representative(s) has/have the power to do the following in Your name and on Your behalf from time to time to:

- (a) give instructions to the Participant on Your behalf; and
- (b) access the Trading Site and use the Services.

4.4 You agree to ratify and confirm all actions carried out by the Participant on the instructions of Your authorised representative(s).

4.5 When You are more than one person, the Participant may accept instructions from one or more of You on behalf of all of You.

4.6 You are responsible for fraudulent illegal or unauthorised dealings on Your Account which are attributable to Your conduct, and You release and discharge us from liability in this regard and will indemnify the Participant from all loss, costs and expenses arising from such dealings.

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- 4.7 The Participant has the right to request written confirmation of instructions before acting on any instructions from You or Your authorised representative(s).
- 4.8 The Participant may assume the authenticity of any instructions given or purportedly given orally, in writing or by electronic means (including any electronic instructions which include all or any part of Your Individual Username) by You or Your authorised representative(s), or that any person claiming to be Your authorised representative is in fact that person. The Participant is not obliged to enquire into any of the matters mentioned in this condition and You authorise the Participant to act upon such instructions it reasonably believes to be authentic.
- 4.9 The Participant will use its best endeavours to execute Your instructions, but the Participant will not guarantee that Your instructions will be wholly or partially executed or will be executed by a certain time, because, for example:
- (a) Your order may need to be manually vetted;
  - (b) the security may be too thinly traded;
  - (c) the price for the Limit may be too far from the price at which the security is currently traded; or
  - (d) the security may be subject to a trading halt.

Without limiting our rights under paragraphs (a) to (d), we may not execute Your instructions wholly or partially or by a certain time for reasons other than the ones mentioned above.

- 4.10 You authorise and appoint the Participant, each of its directors and employees as Your attorney to enter into any contract or agreement with another party on Your behalf upon receiving Your instructions (such instructions may be given by You electronically and accepted by the Participant in accordance with clause 4.8) to do so. You acknowledge that all liability for such contracts is Yours alone. You will indemnify the Participant against all loss, expense or any other liability in relation to such contracts or agreements.
- 4.11 You authorise the Participant to record any telephone communications between Yourself, Your authorised representative(s) and the Participant, with or without an audible tone-warning device. You acknowledge that any recording is the Participant's property and that the Participant reserves the right to charge You a cost recovery fee for access to a recording. You shall record all relevant details of any conversation You have with us, including the name of the operator and the date and time of the call, and You acknowledge that the Participant will ask You for this information when You seek access to a recording.
- 4.12 In case of dispute, the Participant's records of electronic or telephone communications or facsimile transmission shall be conclusive evidence of the details of the communications by email, internet, telephone or facsimile (as the case may be) between You and the Participant.

## 5.0 ACKNOWLEDGEMENTS AND REPRESENTATIONS

- 5.1 If You are a trustee or an agent, You are bound by these terms and conditions as a trustee or an agent, and personally. If You are a corporation, the directors are also bound by these terms and conditions.
- 5.2 You warrant that You have the power and the authority to agree to these terms and conditions, and to carry out Your obligations under them. If You are a corporation, You warrant that You hold a valid ACN, ABN or ARBN.
- 5.3 You acknowledge and consent to the collection, use and exchange of Your personal information as set out in the Customer Information and Privacy section of this document.
- 5.4 If You have been referred to the Participant by a third party (Referrer) for the Participant to provide You with trading, settlement, clearing or other services, You authorise the Referrer to use Your information (including, but not limited to, details of orders placed and trades entered into by You) to calculate any commissions due to it from the Participant based on trades and services entered into by You by the Participant, and for use by the Referrer in marketing further services to You.

## 6.0 USE OF INFORMATION

- 6.1 You must not either alone or in conjunction with any other person:
- (a) supply or make available or permit to be supplied or made available the Information or Derived Information to any third person;
  - (b) store, process or deal with the Information or Derived Information in any way except for Your own personal use;
  - (c) allow any unauthorised person to gain access to the Information or Derived Information;
  - (d) use the Information or Derived Information to establish, maintain or provide (or assist in establishing, maintaining or providing) an unauthorised market for trading in securities; or
  - (e) reverse engineer any programs or protocols used in connection with the Information or Services.
- 6.2 You acknowledge that the use or access of the Trading Site will not be free from any fault, error or defects in design or engineering.
- 6.3 You acknowledge that the transmission speed, format or content of the Information and Derived Information may be changed without any prior notice.
- 6.4 You acknowledge that:
- (a) the Information and Derived Information have been prepared and distributed for general information only, and are without consideration to Your or any person's investment objectives, financial situation or particular needs;
  - (b) the Information and Derived Information is not a recommendation that a particular course of action is suitable for You or any person;
  - (c) the Information and Derived Information may not be appropriate to You and that any decision made by You is based on Your own judgement or on independent advice, but in no case relies on the Information or Derived Information or any part of it; and
  - (d) the Information may be subject to additional conditions imposed by third party data owners and third party data providers.

## 7.0 FEES

- 7.1 You agree to pay subscription fees, royalty charges and any other charges as specified by the Participant from time to time. You also agree to reimburse the Participant for any fees, taxes, consumption or value-added tax or any other charges levied in relation to the Services. The Participant reserves the right to vary such fees and charges, and the method of charging at any time, without prior notice.
- 7.2 If the goods and services tax (GST) has application to the supply of Services by the Participant, the Participant will in addition to any amount or consideration payable under these terms and conditions, recover from You an additional amount on account of the applicable GST.
- 7.3 You agree that the Participant may receive commissions from any other party arising from Your use of the Services and the Participant is not obliged to rebate these commissions to You.
- 7.4 You agree that the Participant may pay commissions on brokerage received by the Participant from You based on trades entered into by You.
- 7.5 You irrevocably authorise the Participant to deduct from any Cash Account You have established through the Participant, or direct debit bank account authority provided by You, such amounts owing by You to the Participant or a related entity of the Participant.

## 8.0 RELEASE

- 8.1 You release the Participant, the Information Providers and their respective employees and agents from any obligation or liability of any kind to or through You with respect to the transmission, provision, or use of the Services, the Information or Derived Information or any part thereof and, without limiting the generality of the foregoing, for any delays, interruptions, errors or omissions howsoever occasioned, provided that the Participant has acted in good faith and without negligence.

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8.2 To the maximum extent permitted by law, You acknowledge that the Participant, the Information Provider, and their respective employees and agents will not be liable to You or anyone else for any loss or damage, whether direct or indirect, special, incidental or consequential or economic (including loss of profits), whether or not the Participant knew or could have known of the possibility of such damage, where that damage arises from:

- (a) delay, interruption, omission, failure, error or fault in the execution of Your instructions;
- (b) delay in the execution of Your instructions arising from a review of Your instructions by the Participant;
- (c) any error, omissions, non-receipt or invalidity in Your instructions;
- (d) any fault, error, defect or engineering of the Trading Site or the Participant's computer systems, or any delay, fault, failure in or loss of access to the Trading Site; and
- (e) any cause beyond the reasonable control of the Participant, including but not limited to, failure of electronic or mechanical equipment or communication lines, unauthorised access or labour problems.

8.3 The Participant, the Information Providers and their respective employees and agents do not give any representations or warranties as to the availability, accuracy, completeness, currency or reliability of the Information or Derived Information, or the results to be obtained from the Information or Derived Information; and the Participant expressly disclaims all and any liability to You or any person for any damage or loss (direct or indirect, special, incidental or consequential or economic) resulting from the use of or reliance on the Information or Derived Information or any part thereof by You or any other person.

8.4 Nothing in sub-clauses 8.1, 8.2, 8.3 and 8.5 shall exclude any implied condition or warranty for Your benefit the exclusion of which would contravene any statute or cause any part of these terms and conditions to be void or invalid.

8.5 To the extent permitted by law, any liability to You for any reason is limited to the restoration of the Service to You, but if that is not possible or appropriate, then the refund of the fees paid by You in relation to the supply of Information or Derived Information for the month in which the cause of liability arises.

## 9.0 INTELLECTUAL PROPERTY RIGHTS

9.1 You acknowledge that all copyright and other intellectual property rights of whatever nature in the Information and Derived Information, and the electronic means of transmission of the Information and Derived Information, are and will remain vested in the Participant or the Information Providers or any of them. You will promptly notify the Participant of any improper or unlawful use of the Information or Derived Information or infringement of any of the copyright or other intellectual property rights in the Information or Derived Information that comes to Your notice.

## 10.0 VARIATION AND TERMINATION

10.1 You may terminate Your access to the Trading Site and Services by giving not less than five (5) business days' written notice to the Participant. Termination will not affect any rights or obligations accrued prior to termination.

10.2 The Participant may terminate Your access to the Trading Site and Services at any time and without prior notice, subject to all outstanding obligations being duly discharged, if, for example, we suspect that:

- (a) Your Account has been accessed fraudulently;
- (b) You are a Proscribed Person;
- (c) You have attempted market manipulation; or
- (d) You have committed fraudulent, illegal or unauthorised dealings on Your Account.

Without limiting our rights under paragraphs (a) to (d), we may terminate or suspend Your access to the Trading Site and the Services for reasons other than the ones mentioned above.

10.3 The Participant reserves the right to vary these terms and conditions to:

- (a) add, change or remove any concessions or benefits;
- (b) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;
- (c) accommodate changes in the needs or requirements of our clients, such as new product features or services;
- (d) correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
- (e) bring us into line with our competitors, industry or market practice or best practice in Australia or overseas; or
- (f) reflect changes in technology or our processes including our computer systems.

Each of the changes in paragraphs (a) to (f) is a separate right and this clause is to be read as if such change was a separately expressed right.

Without limiting our rights under paragraphs (a) to (f), we may from time to time vary change any of the terms and conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events).

Any variation of these terms and conditions shall apply to all dealings between You and the Participant on and from the day on which the variation takes effect.

If the Participant varies these terms and conditions, the Participant will give not less than seven (7) days notice to You at the postal or electronic address last notified to the Participant by You, or at the Participant's website.

Also the Participant may use its IVR facility to notify You of amendment(s), and provide information about where You can access full details of the amendment(s).

10.4 However, the Participant does not need to give You advance notice where any variation of these terms and conditions is required to comply with a prescribed requirement or is necessitated by an immediate need to restore or maintain the security of the system or individual accounts.

## 11.0 NOTICE

11.1 Any notice given, or demand made by the Participant, may be made by facsimile, by post or by email to the last notified address, facsimile number or email address as the case may be. Such notice or demand shall be deemed to have been received:

- (a) if given by post will be deemed to have been received on the sixth Business Day following posting;
- (b) if given by facsimile, will be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;
- (c) if given to You electronically will be deemed to have been received upon delivery (and a delivery report received by us will be conclusive evidence of delivery even if the communication is not opened by You); and
- (d) if given to us electronically will be deemed to have been received upon being opened by us.

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## 12.0 DISPUTE RESOLUTION

- 12.1 Any disputes between You and the Participant will be referred to the Financial Ombudsman Service (FOS) if the dispute is within the jurisdiction of FOS. If the dispute is not within the jurisdiction of FOS, or cannot be settled through its processes, the parties will appoint a mediator and attend mediation in order to resolve the dispute.

## 13.0 APPLICABLE LAW

- 13.1 This Agreement shall be governed by the laws of the State of New South Wales, and the parties submit to the jurisdiction of that State, but the Participant may commence proceedings in another competent jurisdiction.

## 14.0 FAIR GO POLICY

- 14.1 The Participant endeavours to provide a quality service to all our customers at all times. This policy is designed to ensure that no client is unfairly disadvantaged by the behaviour of other clients. All free access to our website and other services is subject to reasonable usage. Excessive usage of these services may be to the detriment of other customers. If at any time the Participant considers a customer's usage to be unreasonable, the Participant may suspend or refuse access to our services.

Examples of unreasonable use include:

- (a) some external quote products refresh price quotes every five seconds during a six-hour trading day – this type of usage may be considered to be unreasonable; and
- (b) clients calling excessively for extensive price quote information only can cause lengthy delays for other telephone customers.

The monitoring of usage ensures the availability of our free services to all customers.

- 14.2 You acknowledge that You have read the Participant's Fair Go Policy in clause 14.1. You agree that You will access and use the Trading Site in accordance with the Fair Go Policy (as amended from time to time).

In particular, by accessing the Trading Site You agree and acknowledge that:

- (a) all free access to the Trading Site and other services is subject to reasonable usage; and
- (b) if at any time the Participant in its discretion considers a customer's usage to be unreasonable, the Participant may suspend or refuse access to its services, including the Trading Site.

## 15.0 SEVERANCE

- 15.1 If any part of any of these terms and conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these terms and conditions will continue to apply as if the void or unenforceable part had never existed.

## TERMS AND CONDITIONS OF SHARE TRADING ACCOUNT

These terms and conditions apply to Your share trading account with the Participant in relation to the provision of stock broking execution, clearing, settlement and other services as offered by the Participant from time to time.

### 1.0 DEFINITIONS

- 1.1 Terms which are defined in clause 1.0 of the Terms and Conditions of Online Access have the same meaning in these terms and conditions.
- 1.2 Terms which are defined in the ASX Settlement Operating Rules have the same meaning in these terms and conditions

### 2.0 GENERAL

- 2.1 These terms and conditions apply to all dealings between You and the Participant and are subject to the Corporations Act (including the ASIC Market Integrity Rules), the Rules, procedures, customs, usages and practices of the Market Operator and ASX Settlement as amended from time to time and international and domestic anti money laundering and counter terrorism laws. Orders will be executed in accordance with our Best Execution Policy, which is located on our website. We may from time to time amend our Best Execution Policy and make such amendments available on our website, or otherwise notify You of the amended Best Execution Policy.
- 2.2 You acknowledge that the Market Operator has the power to cancel, amend or require the cancellation or amendment of market transactions or crossings and accordingly You will be bound by any decision relating to the cancellation or amendment of a market transaction or crossing.
- 2.3 Each dealing is also subject to the terms of the relevant confirmation issued by the Participant, subject to correction of errors and omissions, and the usual trading guidelines and policies of the Participant. The relevant confirmation is subject to any applicable Prescribed Requirement, including the Market Operating Rules, the ASIC Market Integrity Rules and the Corporations Act.
- 2.4 Each dealing conducted at the Trading Site is also subject to the Participant's Terms and Conditions of Online Access set out at the Trading Site at the time of dealing, as amended from time to time.
- 2.5 If You are more than one person, then all persons are jointly and severally bound by these terms and conditions.

You acknowledge and agree:

- (a) That if You or a signatory appears to be a Proscribed Person, then the Participant may immediately refuse to process or complete any transaction or dealing of Yours; suspend the provision of a product or service to You; refuse to allow or to facilitate any of Your assets held by us to be used or dealt with; refuse to make any asset available to You or to any other Proscribed Person or entity; or terminate these arrangements with You. The Participant will be under no liability to You if the Participant does any or all of these things. The Participant's rights under this clause are in addition to all other rights which the Participant may have.
  - (b) That if the Participant exercises its rights under sub-clause 2.5(a), You must pay the Participant any damages, losses, costs or expenses that the Participant incurs in relation to any action taken under sub-clause 2.5(a), including without limitation administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting the Participant's obligations under these terms and conditions.
- 2.6 You acknowledge that the Participant reserves the right to refuse any application to open a share trading account in the Participant's absolute discretion.
- 2.7 You acknowledge that the Participant reserves the right to terminate or suspend Your Account at any time, without prior notice, if, for example, we suspect that:

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- (a) Your Account has been accessed fraudulently;
- (b) You are a Proscribed Person;
- (c) You have attempted market manipulation; or
- (d) You have committed fraudulent, illegal or unauthorised dealings on Your Account.

Without limiting our rights under paragraphs (a) to (d), we may terminate or suspend Your access to the Trading Site and the Services for reasons other than the ones mentioned above.

- 2.8 You agree to enter into a CHESS or Participant Sponsorship Agreement with the Participant.
- 2.9 You irrevocably authorise the Participant to deduct from any Cash Account You have established through the Participant or direct debit bank account authority provided by You, such amounts owing by You to the Participant or a related entity of the Participant.
- 2.10 You agree and acknowledge that all proceeds of Your "Sell" orders are to be paid into Your Cash Account or any bank account nominated and authorised by You in writing from time to time. You irrevocably direct the Participant to deduct from Your Cash Account from time to time and to the maximum extent permitted by the Corporations Act, any and all amounts owed by You to the Participant under or in connection with these terms and conditions, including without limitation any amounts due to the Participant in respect of any costs, fees, expenses, taxes or reimbursements.
- 2.11 You agree that the Participant may at any time and in its discretion require You to transfer to a new Cash Account (which includes any form of money market account) nominated or approved by the Participant. You irrevocably authorise the Participant to do everything necessary on Your behalf to arrange and effect the transfer to any new Cash Account. You agree that upon request by the Participant You will do everything necessary to effect any such transfer. You also agree that the terms of clause 2.9 and the rest of this Agreement will apply to any new Cash Account established.
- 2.12 We do not enter into trades with You on our behalf, except to close out an error position. We may trade with You on behalf of one of our related body corporates.
- 2.13 The Participant is required to maintain a trust account to hold funds on Your behalf that are used for Your share trading account. The Participant will retain any interest that may be earned on this account.

## 3.0 SECURITY IDENTIFICATION

- 3.1 You will nominate a confidential password, Username, or phone identification password (collectively, "Individual Username") in order that You may identify Yourself to access the Trading Site or over the phone in order to use the Services.
- 3.2 You and Your authorised representative(s) are solely responsible for the confidentiality and use of Your Individual Username. You will notify the Participant immediately if You become aware of any loss or theft or unauthorised use of Your Individual Username or any part thereof. After such notification the Participant shall as soon as reasonably possible disable access to Your Account for such Individual Username and shall issue a replacement Individual Username accordingly.
- 3.3 The Participant is entitled to assume that any instruction received containing all or any part of the Individual Username originates from You or the authorised representative to whom the Individual Username is assigned and that such instruction is a valid instruction. The Participant is not obliged to inquire into the validity of any such instruction received.
- 3.4 The Participant deems that the person using an Individual Username or any part of it when giving instructions is the person to whom the Individual Username is assigned to.
- 3.5 You undertake not to reveal the Individual Username, and not to allow any unauthorised person to issue instructions on Your account. You will abide by the following:

- Do not tell anyone Your Individual Username or let anyone find out Your Individual Username – not even family or friends;
- Do not let anyone watch You enter Your Individual Username;
- If Individual Usernames are advised by letter or email, the Participant suggests that they be memorised as soon as the letter is received. The letter should then be destroyed. This is the safest policy.
- Make a reasonable attempt to disguise the Individual Username in any record – that is, scramble the details in such a way that others will not be able to decode;

The Participant is not liable to reimburse You if an unauthorised transaction occurs on Your account and You or any other user have not made a reasonable attempt to disguise an Individual Username or to prevent unauthorised access to the Individual Username record. For example, the Participant will not consider that a reasonable attempt has been made to disguise an Individual Username if You or any user only:

- Recorded the Individual Username in reverse order;
- Recorded the Individual Username as a phone number where no other phone numbers are recorded;
- Recorded the Individual Username as a number, prefixed by a telephone area code;
- Recorded the Individual Username as a series of numbers or words with any of them earmarked, circled or in some way highlighted to indicate the Individual Username;
- Recorded the Individual Username disguised as a date (e.g. 9/6/63) where no other dates are recorded;
- Recorded the Individual Username in an easily understood code (e.g. A=1, B=2 etc);
- Self-selected an Individual Username which is an obvious word or number or one that can be found in a purse or wallet or can easily be guessed by someone else (such as a date of birth, middle name, family member's name or driver's licence number).

## 4.0 YOUR REPRESENTATIONS AND WARRANTIES

- 4.1 You warrant that all information provided by You on Your application to open a share trading account with the Participant or such other information provided by You from time to time, is accurate and complete, and that the Participant may rely on the information provided by You. You will notify the Participant in writing within five (5) business days of any change in the information provided by You. The Participant shall update such information on the Participant's records as soon as reasonably possible.
- 4.2 You acknowledge that:
- (a) The Participant provides an execution, clearing and settlement service only and does not give any advice or recommendation in relation to Your dealings;
  - (b) The Participant does not act on a discretionary basis on Your behalf;
  - (c) You rely on Your own judgement, assessment or evaluation in view of Your financial situation, investment objectives and particular needs before placing any order with the Participant to buy or sell any financial product or giving any other instruction.
- 4.3 If You are a trustee or an agent, You are bound by these terms and conditions as a trustee or an agent, and personally. If You are a corporation, the directors are also bound by these terms and conditions.
- 4.4 You warrant that You have the power and the authority to agree to these terms and conditions, and to carry out Your obligations under them. If You are a corporation, You warrant that You hold a valid ACN, ABN or ARBN.

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4.5 You warrant that You are and at all times will be in a position to meet all the commitments and obligations arising from Your dealings with the Participant.

## 5.0 INSTRUCTIONS

5.1 We will only act within the parameters of Your instructions in accordance with our Best Execution Policy.

5.2 The Participant at all times reserves the right to decline to act on Your behalf or accept Your instruction without giving any reason or explanation or prior notice, for example:

- (a) unless You have deposited in advance with the Participant sufficient cleared funds in Australian currency to cover the full value and costs of any "Buy" orders and when such funds are through a foreign financial institution, by way of telegraphic transfer only; or
  - (b) where the original instruction is more than twenty (20) business days old; or
  - (c) for warrants and day only orders, on and from the following Business Day from the day the order or instruction was placed; or
  - (d) for orders involving settlement through a margin lender, if accepted, where the original instruction is more than ninety (90) calendar days old and is not reconfirmed at that time; or
  - (e) where the security or other investment medium has been subject to a trading halt and You have not reconfirmed Your instruction after the halt has been lifted; or
  - (f) where Your instructions are believed by the Participant to be unclear, ambiguous or incomplete; or
  - (g) where in the opinion of the Participant, Your instructions breach or may breach any law or statutory or other regulatory requirements, including without limitation any rules or regulations of the Market Operator; or
  - (h) where the basis of the quotation for the security has changed and the order has not been reconfirmed; or
  - (i) where the Market Operator has purged the order from its trading system; or
  - (j) where the Participant believes the transaction would result in no change of beneficial ownership; or
  - (k) where the Participant believes the transaction would have the effect, or is likely to have the effect, of creating a false or misleading appearance of active trading in any securities or with respect to the market for, or the price of, any securities.
- 5.2A Sell orders may not be accepted if:
- (a) there are insufficient units available for settlement in Your Participant Sponsored Holdings sponsored by us; or
  - (b) there are insufficient units available for settlement in an Issuer-sponsored holding quoted by You; or
  - (c) an invalid Shareholder Reference Number (SRN) for Issuer-sponsored stock is supplied; or
  - (d) more than one valid SRN for Issuer-sponsored stock is supplied; or
  - (e) if stock is Participant Sponsored by a broker other than us.
- 5.3 You authorise the Participant to accept instructions on Your behalf from Your authorised representative(s) or any person nominated by your authorised representative or the authorised representative's named licensee (and each such person is Your "authorised representative"). You confirm that Your authorised representative(s) has/have the power to do the following in Your name and on Your behalf from time to time.
- (a) to give instructions to the Participant relating to Your Account and the Cash Account;
  - (b) to acquire, buy, deal with and dispose of any financial product;
  - (c) to pay or receive payment for any financial product transactions and related expenses and to give good receipt and discharge for the financial product, proceeds and other monies;

(d) to execute all necessary or proper contracts and other documents for the custody, dealing and transfer of financial product and related matters; and

(e) to exercise all rights and privileges and perform all duties and obligations which may now or in future apply to You as a holder of financial product.

5.4 You agree to ratify and confirm all actions carried out by the Participant on the instructions of Your authorised representative(s).

5.5 When You are more than one person, the Participant may accept instructions from one or more of You on behalf of all of You.

5.6 You are responsible for fraudulent, illegal or unauthorised dealings on Your Account which are attributable to Your conduct, and You release and discharge us from liability in this regard and will indemnify the Participant from all loss, costs and expenses arising from such dealings.

5.7 The Participant has the right to request written confirmation of instructions before acting on any instructions from You or Your authorised representative(s).

5.8 The Participant may assume the authenticity of any instructions given or purportedly given orally, in writing or by electronic means (including any electronic instructions which include all or any part of Your Individual Username) by You or Your authorised representative(s), or that any person claiming to be Your authorised representative is in fact that person. The Participant is not obliged to enquire into any of the matters mentioned in this condition and You authorise the Participant to act upon such instructions believed by the Participant to be authentic.

5.9 The Participant will use its best endeavours to execute Your instructions or orders accepted by the Participant, but the Participant will not guarantee that Your instructions will be wholly or partially executed or will be executed by a certain time.

5.9A The Participant will not be responsible for any loss or liability incurred by You where the Participant does not receive Your instructions or where any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to the failure or delay of any telephone, computer, other electronic or technological service provided by us or third parties.

5.9B The Participant will not be responsible for any loss or liability incurred by You where the Participant is unable to receive or act on Your instructions due to circumstances beyond our reasonable control e.g. riot, civil disturbance.

5.9C If You purchase on market a holding of rights for a security that is traded separately to the security, You acknowledge that we may automatically exercise those rights on Your behalf unless You tell us not to exercise them.

5.9D If You purchase rights, the Confirmation we send You will request payment of the cost of the rights purchased together with the application money. If You don't intend to exercise Your rights, You must tell us before settlement day. If You elect to not exercise Your rights and have paid us the application money, You must tell us at least five (5) business days prior to expiry and we'll credit Your account with the exercise amount. If You fail to advise us, we will proceed to exercise Your rights and You will be issued with the relevant shares. We can only exercise Your rights where You have provided us with sufficient cleared funds.

5.10 You acknowledge that Your orders may be purged from the market subject to the rules, procedures, customs, usages and practices of the Market Operator without notice to You. You further acknowledge that the Participant is not obliged to notify You of any orders which are purged from the market, although the Participant will make all reasonable endeavours to notify You of such. The Participant is not liable if You do not receive notification in this regard. An order that is cancelled or purged by the Market Operator will not be reinstated by the Participant without instructions from You.

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- 5.11 You authorise and appoint the Participant, each of its directors and employees as Your attorney to enter into any contract or agreement with another party on Your behalf upon receiving Your instructions (such instructions may be given by You electronically and accepted by the Participant in accordance with clause 5.9) to do so. You acknowledge that all liability for such contracts is Yours alone. You will indemnify the Participant against all loss, expense or any other liability in relation to such contracts or agreements.
- 5.12 You authorise the Participant to record any telephone communications between Yourself, Your authorised representative and the Participant, with or without an audible tone-warning device. You acknowledge that any recording is the Participant's property and that the Participant reserves the right to charge You a cost recovery fee for access to a recording. You shall record all relevant details of any conversation You have with us, including the name of the operator and the date and time of the call, and You acknowledge that the Participant will ask You for this information when You seek access to a recording.
- 5.13 In case of dispute, the Participant's records of electronic or telephone communications or facsimile transmission shall be conclusive evidence of the details of the communications by email, Internet, telephone or facsimile (as the case may be) between You and the Participant.
- 5.14 If You request the Participant to provide You with email or SMS message alerts (Alerts), You agree to be bound by the Alerts Subscription Agreement & Terms and Conditions of Use, which supplement these Share Trading Account Terms and Conditions.
- 5.15 You acknowledge that Your access to Alerts depends on factors outside our control, including any disruption, failure or malfunction in any part of the internet or SMS network. Access may also be limited or unavailable during periods of peak demand, systems interference, damage or maintenance, or for other reasons. We accept no liability if an alert message is not sent or not received for any reason.
- 5.16 The fees and charges applicable to Your Account can be located in the Participant's Financial Services Guide or on the Trading Site.
- 5.17 Where You have a margin lending account, You acknowledge that You are liable for:
- (a) all settlement obligations irrespective of whether Your margin lender is able to deliver sufficient securities or funds to satisfy Your obligations;
  - (b) any over-sold positions on Your account;
  - (c) payment of monies owing on Your account irrespective of whether the margin lender will advance You those monies.
- 5.18 You acknowledge that the Participant is not responsible for missed market opportunities during the time it takes the Participant to follow its internal procedures, or the procedures of share registries or product issuers, for example, processing corporate actions including but not limited to buy backs or share purchase plans, opening accounts, transferring Participant Sponsored Holdings, or Issuer Sponsored Holdings, or confirming Your identity.
- 5.19
- (a) You acknowledge that the Participant will make all reasonable attempts to enter Your instructions to buy or sell securities as quickly as possible. However, should delays be experienced:
    - (i) in connection with the number of Participants or persons attempting to participate in the market at a point in time;
    - (ii) due to verification or authorisation processes; or,
    - (iii) due to delays resulting from call waiting time or adherence to internal procedures;the Participant will not be liable for any claims for lost opportunity.
  - (b) You acknowledge that the Participant will make all reasonable attempts to effect any instructions to cancel or amend orders as quickly as possible. However, should an order be filled prior to a cancellation or amendment instruction being effected You will be obliged to accept the transaction(s) on the original terms. Whilst all reasonable attempts will be made to inform You when the order is filled prior to an amendment or cancellation instruction being effected, the Participant is not obliged to do so.
- (c) You acknowledge and accept that there may be delays in processing between the time an amendment or cancellation instruction is dealt with by us and the time the amendment or cancellation is effected on market. In the event an order is filled between the time it has been 'approved' by the Participant and the time the Participant effects the instruction on market, You will be obliged to accept the transaction on the original terms.
  - (d) If You are uncertain as to whether Your order has been received You will make all reasonable attempts to verify whether the order has been received, approved and effected prior to taking any further action. You agree to issue specific cancellation or amendment instructions with respect to an existing order and not to attempt to effect such changes by placing a second or duplicate order. You will be solely responsible and liable for any duplicate instruction that You place.
  - (e) You acknowledge that the Participant is not liable to You for any loss You incur under a share purchase plan due to a seller or buyer or their broker failing to complete a transaction in accordance with the rules or procedures of the market, the clearing facility or the settlement facility.
  - (f) If You purchase on market a holding of rights for a security that is traded separately to the security, You acknowledge that the Participant automatically exercises those rights on Your behalf unless You tell the Participant not to exercise them.
  - (g) In the course of processing a sell order for a security, the Participant may remove Your holding of the security from the register before the due date for settlement under the Market Operating Rules.
  - (h) If, in its reasonable opinion, the Participant believes there is a dispute between You and the Participant about an order or instruction You have given the Participant, for example, the number of shares You have asked the Participant to buy, or the bid price for shares, the Participant may take, without prior notice to You, any action which in its reasonable opinion the Participant considers necessary to close any open position the subject of the dispute, for example, by selling shares.
  - (i) You acknowledge that, due to market conditions, the Participant may complete Your order by multiple market transactions, across multiple markets in accordance with our Best Execution Policy and You authorise the Participant to accumulate those transactions, across multiple markets in accordance with our Best Execution Policy on a single confirmation and specify the volume weighted average price for those market transactions.
  - (j) Where You have an adviser, You acknowledge that from time to time, the Participant may complete your order, and the orders of other clients of that adviser, using accumulated market transactions and You authorise the Participant to allocate those transactions accordingly at the average execution price. This average price will be reflected on Your individual confirmation.
- 5.20 You acknowledge and agree that we are entitled to cancel or reverse a dealing or order without further reference to You where the Market Operator has recommended or required cancellation or reversal for market integrity reasons, or where the market was operating under an error, or where the cancellation or reversal is permitted under the Market Operating Rules.
- 5.21 You acknowledge and agree that all orders must be submitted either 'At Market' or 'At Limit'. 'At Market' orders cannot be accepted outside of market hours or when trading in a particular stock is halted/suspended.



- 5.22 You acknowledge and agree that a “market” order is an order placed at either the best bid price when selling shares or at the best ask price when buying shares. If there is insufficient volume to fill Your order quantity, then the remaining portion will remain on the market at this price as a limit order. When placing market orders, You need to be aware that some stocks can be volatile, and the current quote that You see may be different from the price at which Your order transacts.
- 5.23 You acknowledge and agree that an ‘At Limit’ order will not be accepted, without any advice to You, if we consider the limit price to be too far away from the prevailing market price of that stock.
- 5.24 You acknowledge and agree that all Orders can be amended or cancelled provided the order has not already been executed.

## 6.0 STRAIGHT THROUGH PROCESSING

- 6.1 The Participant has provided You with access to STP.
- 6.2 You acknowledge the following in relation to Your access to STP:
- (a) any orders placed by You using STP will need to meet filters set by the Participant from time to time. The Participant may amend its filters from time to time without notification. The Participant is not required to inform You what the filters are;
  - (b) that it is possible for an order placed by You to be matched with another order also placed by the Participant. This ‘crossing’ may be with an order by another client of the Participant. The Participant may as a result receive brokerage from both clients;
  - (c) that STP is only available on ‘limit’ orders for securities with a normal status (i.e. not suspended or in a trading halt) and is operated between the hours of 9.30am and 4pm (Sydney time);
  - (d) At Market orders can only be accepted during market hours 10am to 4pm (Sydney time), in securities with a normal status (i.e. not suspended or in a trading halt). STP is available on market orders;
  - (e) If Your order does not pass the filters, then it will be referred to a Designated Trading Representative (DTR) for evaluation. In some cases the DTR has the authority not to place the order on market until You become contactable to confirm the order. The Participant is not liable for any delays in placing Your order as a result or for Your order not being placed at all; and that the Market Operator’s trading platform operating schedule defines the various phases of and at what time they happen. You are aware that an important point is the opening phase, in which the market opening times are staggered depending on the starting letter of the ASX code. The Market Operator’s trading platform will not allow input of orders during these opening times.
- 6.3 You acknowledge that the Participant, as trading Participant, must ensure the conduct of an orderly market and prevent manipulative trading, including insider trading, false trading, market rigging and suspect transactions. Therefore in utilising STP You should realise that an order may be scrutinised by both the filters and a DTR.
- 6.4 You acknowledge that the Participant is required to prevent a bid, offer or dealing if any client intends to create, or taking into account the circumstances of the order, the Participant reasonably suspects that the client has placed the order with the intention of creating a false or misleading appearance of active trading in any financial product or with respect to the market for, or the price of any financial product, or market rigging or manipulation or suspect transactions. You acknowledge and agree that the Participant reserves the right decline to act on Your behalf or accept Your instructions or process any orders placed through STP where in the opinion of the Participant, Your instructions breach or may breach any law or statutory or other regulatory requirements (including without limitation any rules or regulations of the Market Operator.)
- 6.5 The Participant reserves the right to terminate Your access to STP at any time in the Participant’s absolute discretion, if, for example, Your

Account has had frequent failed settlements, or we suspect that:

- (a) Your Account has been accessed fraudulently;
- (b) You are a Proscribed Person;
- (c) You have attempted market manipulation; or
- (d) You have committed fraudulent, illegal or unauthorised dealings on Your Account.

Without limiting our rights under paragraphs (a) to (d), we may terminate or suspend Your access to the Trading Site and the Services for reasons other than the ones mentioned above.

## 7.0 PAYMENTS AND INDEMNITY

- 7.1 You will pay the Participant brokerage fees and charges as specified by the Participant from time to time; and reimburse the Participant for any fees, taxes, consumption or value-added tax, stamp duty or any other charges levied in relation to each transaction. The Participant reserves the right to vary such fees and charges, and method of charging, at any time and without prior notice.
- 7.1A If You subscribe to a service for which we charge fees in arrears, we will charge the fee on a monthly basis. We will debit Your account at the end of each calendar month. The first month will be the period from the date when You subscribe to the end of the calendar month.
- 7.2 If the goods and services tax (GST) has application to any supply made by the Participant under or in connection with Your Account with the Participant under these terms and conditions, the Participant will in addition to any amount or consideration payable under these terms and conditions, recover from You an additional amount on account of the applicable GST.
- 7.3 You agree that the Participant may receive commissions from the issuers of financial products or from any other party arising from Your use of Your Account and the Participant is not obliged to rebate these commissions to You.
- 7.4 You agree that the Participant may pay commissions on brokerage received by the Participant from You based on trades entered into by You.
- 7.5 You acknowledge that Your order may be matched with an order or orders of another client of the Participant. If this occurs You agree that the Participant may receive brokerage from both parties to the trade.
- 7.6 You irrevocably authorise the Participant to appropriate any payments, remittances or receipts from You or for Your Account in such manner and order of priority as the Participant deems fit against any amounts owing by You to the Participant or a related entity of the Participant.
- 7.7 You will indemnify the Participant, its directors and employees against all actions, claims, demands and proceedings, expenses and losses incurred, (including legal costs on a solicitor and client basis) reasonably incurred, directly or indirectly, by the Participant as a result of undertaking or executing Your instructions or orders or any failure by You to comply with this Agreement, the Corporations Act, the ASIC Market Integrity Rules, the Market Operating Rules, the ASX Settlement Operating Rules, and the customs, procedures, usages or practices of the ASX, or Your use of Your Account with the Participant.
- 7.8 Any expenses, costs or disbursements reasonably incurred by the Participant in recovering any outstanding monies from You including debt collection agency fees and solicitors costs shall be paid by You. You indemnify the Participant in respect of all such expenses, costs or disbursements.
- 7.9 The Participant is entitled to retain any financial product or amounts due to You pending payment of any amounts due to the Participant and to set off amounts due to the Participant against amounts that the Participant hold for You in any account. If You fail to make payment to the Participant, the Participant has a general lien over and power to sell or realise any financial product the Participant holds for You. Where you are

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acting in the capacity of a trustee of a superannuation fund, this clause only applies to the extent it does not cause you to breach Regulation 13.14 of Superannuation Industry (Supervision) Regulations 1994.

- 7.10 If the Participant approves a Trading Limit to be applied to You or Your Account, You must ensure You have sufficient cleared funds in Your Cash Account at the time of the transaction to settle Your obligations to the Participant or a related party of the Participant.
- 7.11 You agree that where You have chosen direct debit as Your settlement method, and where buys and sells have the same or different settlement dates, the Participant may offset buys and sells over the same or different days of the settlement period.
- 7.12 You agree that where You have chosen BPAY® as Your settlement method and where buys and sells have the same settlement date, the Participant will offset the respective amounts on settlement date.

## 8.0 FAILURE TO SETTLE

- 8.1 If You have authorised the Participant to direct debit Your Cash Account, the transfer of cleared funds will occur on the day following the transaction. If the direct debit fails for any reason, You will be required to remit cleared funds via BPAY®.
- 8.2 If You have not authorised the Participant to direct debit Your Cash Account, You will be required to have cleared funds available prior to a transaction being allowed to proceed.
- 8.3 If You fail to settle by settlement date for any transaction arising from Your instructions, You agree to pay to the Participant on demand interest on any outstanding amount arising from the failure at rate equal to 5% above the Commonwealth Bank of Australia Overdraft Index rate calculated daily from the due date to the date of payment. You also agree to pay any fail fees arising from the failure to settle.
- 8.4 If by the settlement date, You have not made full payments for Your purchases or good delivery for Your sales, and a demand for payment has been made, then You authorise the Participant to sell or buy back on Your behalf at Your risk and expense (including without limitation, brokerage, stamp duty and other costs), any financial product that is the subject of the Confirmation or any financial product outstanding in Your Account or any of Your financial products in the Participant's control or possession (except in each case, shares in the Commonwealth Bank of Australia) and apply the proceeds in reduction of Your liability to the Participant and You irrevocably authorise the Participant, each of its directors and employees as Your attorney to give instructions accordingly.
- 8.5 The Participant reserves the right to reduce or remove any Trading Limit if such Trading Limit applies to You or Your Account.
- 8.6 If You fail to settle any transactions by the settlement date, any Trading Limit that may apply to You or Your Account may be downgraded or removed at the discretion of the Participant.

## 9.0 OTHER AUTHORITIES & ACKNOWLEDGEMENTS

- 9.1 If You have been referred to the Participant by a third party Referrer for the Participant to provide You with trading, settlement, clearing or other services, You authorise the Referrer to use Your information (including, but not limited to, details of orders placed and trades entered into by you) to calculate any commissions due to it from the Participant based on trades and services entered into by You by the Participant, and for use by the Referrer in marketing further services to You.
- 9.2 You authorise the Participant to disclose Your Tax File Number(s) or exemption details (if available in the Participant's records) to its related bodies corporate, ASX Settlement, trustees, sponsors of Your shareholdings and their agents and other issuers of securities for purposes relating to the securities in the trading account.
- 9.3 You acknowledge that if You do not provide a Tax File Number or exemption details to the Participant, tax may be deducted from Your dividends and distributions at the highest marginal tax rate (plus Medicare Levy).

9.4 You confirm either:

- You have ready access to the internet, and consent to receiving the Participant's Financial Services Guide through the Trading Site or by email; or
- You have otherwise received this Financial Services Guide in person or by post, fax or email.

In either case, You further acknowledge that You have read and understood the Participant's Financial Services Guide prior to receiving any financial service from the Participant and prior to making any decision to invest.

You may contact us at any time to request that a copy of our Financial Services Guide be sent to You by post, fax or email.

- 9.5 You acknowledge that You have read and understood the Participant's privacy policy contained on the Trading Site. By conducting a trade through the Trading Site You acknowledge and consent to the collection, use and exchange of Your personal information as set out in the Customer Information and Privacy section of this document and the Participant's privacy policy (as amended from time to time).
- 9.6 You acknowledge that You have read the Participant's Fair Go Policy in clause 14.0 of the Terms and Conditions of Online Access. You agree that You will access and use the Trading Site in accordance with the Fair Go Policy (as amended from time to time). In particular, by accessing the Trading Site You agree and acknowledge that:
- all free access to the Trading Site and other services is subject to reasonable usage; and
  - if at any time the Participant in its discretion considers a customer's usage to be unreasonable, the Participant may suspend or refuse access to its services, including the Trading Site.
- 9.7 If You wish to deal in Warrants, You agree that:
- You have received and read a copy of the explanatory booklet issued by the Australian Securities Exchange Limited (the ASX) in respect of Warrants;
  - You are aware that a Warrant has a limited life and cannot be traded after its expiry date;
  - You are aware that Warrants do not have standardised Terms of Issue and acknowledge that it is Your responsibility to become aware of the Terms of Issue of any Warrant in which You choose to invest;
  - You are aware that Warrants may be subject to adjustments after their initial issue. You acknowledge that it is Your responsibility to become aware of any adjustments which may have been made to any Warrant in which You choose to invest;
  - You are aware that admission to Trading Status of a Warrant does not imply that the ASX or the Securities Exchanges Guarantee Corporations Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor; You acknowledge that failure of the Warrant-Issuer or the Guarantor (if applicable) to fulfil their obligations does not give rise to claim against the ASX, handling Market Participants or the Securities Exchanges Guarantee Corporations Limited;
  - You acknowledge that a Warrant Agreement Form is required to be completed and signed as a prerequisite to trading in Warrants.

## 10.0 LIABILITY

- 10.1 You acknowledge that the systems used in the market or at the Participant are vulnerable to disruptions or failure, which may result in Your order not being executed or delayed according to Your instructions. You release the Participant from any loss, damage or liability that You may suffer or incur by reason of or in connection with any such disruption or failure provided that the Participant has acted in good faith and without negligence.

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10.2 To the maximum extent permitted by law, You acknowledge that the Participant will not be liable to You or anyone else for any loss or damage, whether direct or indirect, special, incidental or consequential or economic (including loss of profits), whether or not the Participant knew or could have known of the possibility of such damage, where that damage arises from.

- (a) delay, interruption, omission, failure, error or fault in the execution of Your instructions;
- (b) delay in the execution of Your instructions arising from a review of Your instructions by the Participant;
- (c) any error, omissions, non-receipt or invalidity in Your instructions;
- (d) any fault, error, defect or engineering of the Trading Site or the Participant's computer systems, or any delay, fault, failure in or loss of access to the Trading Site; and
- (e) any cause beyond the reasonable control of the Participant, including but not limited to, failure of electronic or mechanical equipment or communication lines, unauthorised access or labour problems.

10.3 Nothing in sub-clauses 10.1, 10.2 and 10.4 shall exclude any implied condition or warranty the exclusion of which would contravene any statute or cause any part of these terms and conditions to be void or invalid.

10.4 To the maximum extent that liability can be limited, You agree that the Participant's liability is limited to the cost of resupplying its services.

10.5 Chi-X and ASX operate different compensation funds that provide protection for retail investors in the circumstances defined in the Corporations Act and Regulations.

The Chi-X compensation fund covers losses resulting from defalcation or fraudulent misuse of your money, property or authority by a Chi-X participant, subject to certain exceptions. In circumstances where your stockbroker is also an ASX participant, the following applies in relation to such a loss.

If you do not expressly or impliedly instruct your stockbroker, who is a Chi-X participant, to execute your trading instructions on the Chi-X market, and it is not reasonably apparent from the usual business practice of your stock broker which of the ASX or Chi-X market the participant would use when acting for you, the Chi-X fund will not apply. In this case, the National Guarantee Fund (NGF) may apply, provided the loss is connected to the ASX market and is covered by the NGF claims provisions. The NGF claims provisions are set out in Division 4 of Part 7.5 of the Corporations Act and Regulations (for further information see the legislation and the NGF Information Booklet available at [www.segc.com.au](http://www.segc.com.au)). Note that if your stockbroker is not an ASX participant, the NGF will not apply in any circumstance.

## 11.0 VARIATION AND TERMINATION

11.1 You may terminate Your Account by giving not less than five (5) Business Days written notice to the Participant, subject to all outstanding obligations being duly discharged.

11.2 The Participant may terminate Your Account at any time and without prior notice, subject to all outstanding obligations being fully discharged.

11.3 The Participant reserves the right to vary these terms and conditions and the services to which they relate to:

- (a) add, change or remove any concessions or benefits;
- (b) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;
- (c) accommodate changes in the needs or requirements of our clients, such as new product features or services;
- (d) correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;

(e) bring us into line with our competitors, industry or market practice or best practice in Australia or overseas; or

(f) reflect changes in technology or our processes including our computer systems.

Each of the changes in paragraphs (a) to (f) is a separate right and this clause is to be read as if such change was a separately expressed right.

Without limiting our rights under paragraphs (a) to (f), we may from time to time vary any of the terms and conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events).

Any such variation shall apply to all dealings between You and the Participant on and from the day on which the variation takes effect.

If the Participant varies these terms, conditions and/or services, the Participant will give not less than seven (7) days notice to You at the postal or electronic address last notified to the Participant by you, or at the Participant's website.

Also the Participant may use our IVR facility to notify You of amendment(s), and provide information about where You can access full details of the amendment(s).

11.4 However, the Participant does not need to give You advance notice where any variation of these terms and conditions is required to comply with a Prescribed Requirement or is necessitated by an immediate need to restore or maintain the security of the system or individual accounts.

## 12.0 NOTICE

12.1 Any notice given, or demand made by the Participant, may be made by facsimile, by post or by email to the last notified address, facsimile number or email address as the case may be. Such notice or demand shall be deemed to have been received.

- (a) if given by post will be deemed to have been received on the third Business Day following posting;
- (b) if given by facsimile, will be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;
- (c) when sent by email, one hour after the Participant sends it; and
- (d) if given to us by email will be deemed to have been received upon being opened by us.

12.2 the Participant at its discretion may send any Confirmation in relation to any transaction on Your behalf by:

- (a) pre-paid post to Your last notified address. Such Confirmation shall be deemed to have been received on the Business Day following posting; or
- (b) email, facsimile transmission or electronic data interchange (including over the World Wide Web) to Your last notified email address or facsimile number when such address or number is provided by You. You acknowledge that You consent to receiving Your Confirmations by such electronic communication. You further acknowledge that the conditions set out in Part 3.4 of the ASIC Market Integrity Rules and part 7.3 of the ASIC Market Integrity Rules (Competition in Exchange Markets) 2011 Rules apply to such Confirmations. Any Confirmation sent to You by such electronic communication shall be deemed to be received on the day it was sent.

## 13.0 DISPUTE RESOLUTION

13.1 Any disputes between You and the Participant will be referred to the Financial Ombudsman Service (FOS) if the dispute is within the jurisdiction of FOS. If the dispute is not within the jurisdiction of FOS, or cannot be settled through its processes, the parties will appoint a mediator and attend mediation in order to resolve the dispute.

## 14.0 APPLICABLE LAW

14.1 This Agreement is subject to the laws of the State of New South Wales, and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, but the Participant may commence proceedings in another competent jurisdiction.

## 15.0 GUARANTEE & INDEMNITY

15.1 The Guarantor unconditionally and irrevocably guarantees the payment to the Participant of the Guaranteed Money.

15.2 If You do not pay the Guaranteed Money on time and in accordance with these terms and conditions, the Guarantor agrees to pay the Guaranteed Money to the Participant on demand from the Participant.

15.3 The Participant need not make a demand upon You to pay the Guaranteed Money or take action to enforce its rights against You before the Participant claims from the Guarantor.

15.4 The Guarantor makes the same declarations, agreements, authorisations and undertakings, and enters into the same agreement with the Participant as if the Guarantor was named in these terms and conditions.

15.5 The guarantee in this clause is a continuing obligation and extends to all of the Guaranteed Money.

15.6 The Guarantor unconditionally and irrevocably indemnifies the Participant and must pay the Participant on demand for any loss or costs the Participant suffers or incurs if:

- (a) You do not, are not obliged to, or are unable to, pay the Participant the Guaranteed Money in accordance with these terms and conditions; or
- (b) the Guarantor is not obliged to pay the Participant an amount under the guarantee in clause 15.1; or
- (c) the Participant is obliged, or the Participant agrees, to pay an amount to a trustee in bankruptcy, liquidator or controller (as defined in the Corporations Act) (or to a bankrupt person or insolvent company) in connection with a payment by the Guarantor or You.

15.7 The Guarantor acknowledges that it is responsible for making itself aware of Your financial position.

15.8 The indemnity in this clause 15 is a continuing obligation, independent of the Guarantor's other obligations under these terms and conditions. It continues even after those obligations end. It is not necessary for the Participant to incur expenses or make payment before enforcing a right of indemnity conferred by this guarantee and indemnity.

15.9 Rights given to the Participant under this guarantee and indemnity and the Guarantor's liability under it are not affected by any act or omission by the Participant or anything else that might otherwise affect them under law.

15.10 Under law, a trustee in bankruptcy, a liquidator or a controller (as defined in the Corporations Act) may ask the Participant to refund a payment the Participant have received in connection with these terms and conditions or Guaranteed Money. To the extent that the Participant is obliged, or agrees, to make a refund, the Participant may treat the payment as if it had not been made to the Participant. The Participant is then entitled to exercise their rights against the Guarantor under this guarantee and indemnity as if the payment had not been made. This applies despite anything in this guarantee and indemnity or the fact that the Guarantor may have ended it.

15.11 The Guarantor must pay all amounts due under the guarantee and indemnity in full without setting off amounts the Guarantor believes the Participant owes to You or to the Guarantor and without counterclaiming amounts from the Participant.

15.12 All payments the Guarantor makes must also be free of any withholding or deduction for taxes, unless the law prevents this.

15.13 The Participant may set off any money it owes the Guarantor against any money the Guarantor owes the Participant under the guarantee and indemnity in these terms and conditions.

## 16.0 COMPLAINTS

(a) If You are not satisfied with the service or advice You receive from us, You are entitled to complain. We have established procedures to ensure that all enquiries and complaints are properly considered and dealt with.

(b) We accept that sometimes we can get things wrong, and when this happens we're determined to make them right again.

Most problems can be resolved quickly and simply by talking with us.

You can contact us at the telephone or facsimile numbers provided on the Trading Site, or alternatively write to us at:

Group Customer Relations  
Reply Paid 41  
SYDNEY NSW 2000

(c) **What we do when You make a complaint to us**

- (i) acknowledge Your complaint and make sure we understand the issues;
- (ii) do everything we can to fix the problem;
- (iii) keep You informed of our progress;
- (iv) keep a record of Your complaint;
- (v) give You our name and contact details so that You can follow up if You want to; and
- (vi) provide a final response within 45 days.

(d) **If we are unable to provide a final response to Your complaint within 45 days, we will:**

- (i) inform You of the reasons for the delay;
- (ii) advise of Your right to complain to the Financial Ombudsman Service (FOS); and
- (iii) provide You with the FOS contact details.

(e) **External dispute resolution**

If You are not happy with the response we provide, You may refer Your complaint to the FOS. FOS offers a free, independent dispute resolution service for the Australian banking, insurance and investment industries.

(f) **Where to get help**

**Contact FOS**

Write or fax Your letter to:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001

Fax: 03 9613 6399

Call: 1300 78 08 08

Visit the website: fos.org.au

**17.0 SEVERANCE**

- 17.1 If any part of any of these terms and conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these terms and conditions will continue to apply as if the void or unenforceable part had never existed.

**TERMS AND CONDITIONS OF CONDITIONAL TRADING**

These terms and conditions apply to Your share trading account with the Participant in relation to the provision of the Conditional Ordering facility.

1. We accept, administer and implement a Conditional Order Instruction, or a variation or cancellation of a Conditional Order Instruction, in accordance with these terms and conditions.
2. You agree to be bound by these terms and conditions.

**DEFINITIONS**

3. Terms which are defined in clause 1.0 of the Terms and Conditions of Online Access have the same meaning in these terms and conditions. Terms which are defined in the ASX Settlement Operating Rules have the same meaning in these terms and conditions.

**PLACING A CONDITIONAL ORDER INSTRUCTION**

4. We are not obliged to accept a Conditional Order Instruction, for example if there is market volatility, the security is too thinly traded, or the price for the Limit is too far from the price at which the security is currently traded.
5. We do not accept "at market" as a price for the Limit.
6. We accept a Trigger only if it relates specifically to the same security for which the Conditional Order Instruction is being placed. We do not accept the price of another stock as a Trigger or a Limit.
7. You must not place a Conditional Order Instruction for the purposes of manipulating or influencing the price of a security, market rigging, insider trading, disruption of the market, threatening the integrity of the market, misleading or deceptive conduct concerning dealings in the security, or where You do not have proper authority to place a Conditional Order Instruction.
8. The range between the price in the Trigger and the price in the Limit must be acceptable to us if the Conditional Order Instruction has a Limit.
9. We accept a selling Conditional Order Instruction only for a Participant Sponsored Holding that is sponsored by us. You must nominate the Participant Sponsored Holding to which the Conditional Order Instruction applies. We apply the Conditional Order Instruction only to that holding.
10. A Conditional Order Instruction is not valid until we have told You that we have accepted it.

**MAINTAINING YOUR CONDITIONAL ORDER INSTRUCTION**

11. You must ensure that You have sufficient securities and funds in Your Cash Account, to satisfy an order.
12. We apply the Conditional Order Instruction for a holding only to securities which are in that holding. We do not satisfy an order by taking securities from another holding.
13. A Conditional Order Instruction is valid for 12 months unless it is varied or cancelled.
14. A Conditional Order Instruction remains valid in the event of a trading halt, unless the Market Operator purges orders for the security from the market.

**VARIATION OR CANCELLATION OF A CONDITIONAL ORDER INSTRUCTION**

15. Conditional Order Instructions are taken on a 'best endeavours' basis and in the event of system failure, we may cancel Conditional Order Instructions.
16. We may cancel a Conditional Order Instruction if orders for the security are purged from the market by the Market Operator, for example in the event of:
  - (a) the security going ex-dividend;
  - (b) the security being subject to a reconstruction of capital such as a share split or consolidation; or
  - (c) a rights issue.

# Share Trading Terms and Conditions

17. You may vary or cancel a Conditional Order Instruction. When You do, we may accept or reject it, and in doing so, we are entitled to rely on these terms and conditions as if the variation or cancellation is a new Conditional Order Instruction.
18. We reserve the right to charge a fee for a cancellation or variation.
19. You must apply to us to reinstate a Conditional Order Instruction after it has been cancelled. When You apply, we will apply our rules and policies for accepting a new or varied Conditional Order Instruction. We may charge a fee for the reinstatement.

## IMPLEMENTING A CONDITIONAL ORDER INSTRUCTION

20. A Conditional Order Instruction is triggered when the Trigger for the security occurs.
21. When the Conditional Order Instruction with a Limit is triggered we place an order for the Security on the market at a price not below the Limit, in the case of a sale order, and at a price not greater than the Limit in the case of a purchase order. When the Conditional Order Instruction without a Limit is triggered we place a market order for the Security.
22. If the order is triggered by events as a result of the closing price auction, the order may be placed on the market the following day, during the pre-open.
23. A Conditional Order Instruction will not be triggered by notional values or indicative prices.
24. We place a Conditional Order Instruction according to the time precedence of the Conditional Order Instruction, but we cannot guarantee the order in which it is placed onto the market.
25. In the event of system failure or malfunction, we may not have placed orders in accordance with the Conditional Order Instruction. Upon resumption from an outage, the system will not act on events that occurred during the system failure or malfunction.
26. The placement of an order on the market does not guarantee that the order will be filled.
27. The order remains on the market in accordance with the terms and conditions of our Share Trading Account.
28. We use our best endeavours to place an order on the market following a Conditional Order Instruction being triggered. However, we reserve the right to review an order that results from a triggered Conditional Order Instruction and to refuse to place that order on the market, for example if we consider that placing the order would not be consistent with a fair and orderly market. Also, it might not be possible for us to place an order on the market for example:
  - (a) where the basis for quotation for the security has changed and You have not varied Your Conditional Order Instruction;
  - (b) where the security has been subject to a trading halt and You have not varied Your Conditional Order Instruction;
  - (c) if we believe that Your instructions are ambiguous, incomplete or unclear;
  - (d) where we believe that the instruction contravenes these terms or conditions or the terms and conditions of our Share Trading Account;
  - (e) where acting on the order is inconsistent with our legal obligations in respect of the maintenance of an orderly market.

## FEES

29. You agree to pay us the fee that we charge You for a Conditional Order Instruction.
30. You authorise us to debit the fee from your bank account or margin lending account that you maintain for the purposes of trading with us.

## GENERAL

31. You must open and maintain a Cash Account to which we will debit fees that we charge You for a Conditional Order Instruction. You must give us a direct debit authority for that account.
32. We may vary these terms and conditions and the services to which they relate to:
  - (a) add, change or remove any concessions or benefits;
  - (b) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;
  - (c) accommodate changes in the needs or requirements of our clients, such as new product features or services;
  - (d) correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
  - (e) bring us into line with our competitors, industry or market practice or best practice in Australia or overseas; or
  - (f) reflect changes in technology or our processes including our computer systems.

Each of the changes in paragraphs (a) to (f) is a separate right and this clause is to be read as if such change was a separately expressed right.

Without limiting our rights under paragraphs (a) to (f), we may from time to time change any of the terms and conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events).

Any variation shall apply to all dealings between You and us on and from the day on which the variation takes effect. If we vary these terms, conditions and/or services we shall give not less than seven (7) days notice to You at the postal or electronic address last notified to us by You, or at our website.

Also, we may use our IVR facility to notify You of amendment(s), and provide information about where You can access full details of the amendment(s). However, we may make a variation without prior notice where such variation is necessary to restore or maintain the security of our systems or any accounts.

33. You accept these terms and conditions, or any variation of them, the first time You place a Conditional Order Instruction after receiving these terms and conditions, or a notice of variation of these terms and conditions.
34. Your obligations to us under this agreement are in addition to Your obligations to us under:
  - (a) our Terms and Conditions of Online Access;
  - (b) our Terms and Conditions of Share Trading Account; and
  - (c) our Terms and Conditions of Participant Sponsorship Agreement.An order that is placed pursuant to a Conditional Order Instruction is subject to:
  - (a) our Terms and Conditions of Online Access;
  - (b) our Terms and Conditions of Share Trading Account; and
  - (c) our Terms and Conditions of Participant Sponsorship Agreement.
35. You agree to use Conditional Order Instructions only in connection with Your personal investment activities, and not use Conditional Order Instructions in connection with any business activities or to hold or monitor security trading for another person.

# Share Trading Terms and Conditions

36. You indemnify us and release us from any liability for loss or damage (including consequential loss, loss of profit and economic loss):
- that we incur as a result of Your use of the Conditional Order Instruction in breach of these terms and conditions, or in a manner, or for a purpose, not reasonably contemplated by us;
  - You suffer as a result of delays in executing orders following a triggered Conditional Order Instruction;
  - You suffer as a result of system failure; and
  - You suffer as a result of a triggered Conditional Order Instruction not being executed upon submission to the market.
37. These terms and conditions are subject to the laws of New South Wales.
38. If there is more than one account holder, or there is more than one owner of a holding, You represent to us that all account holders and owners of the holding have read, and understood, and that they accept:
- these Terms and Conditions of Conditional Trading;
  - any Risk Disclosure Statement for the particular Conditional Order Instruction facility,
- and that each account holder and owner of the holding agrees to act in accordance with these Terms and Conditions of Conditional Trading.

## SEVERANCE

39. If any part of any of these terms and conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these terms and conditions will continue to apply as if the void or unenforceable part had never existed.

## CONDITIONAL TRADING RISK DISCLOSURE STATEMENT

This Risk Disclosure Statement does not disclose all the risks associated with the use of a Conditional Order Instruction. It should not be relied upon as a complete explanation of the risks involved with using a Conditional Order Instruction. If you need further explanation of the risks associated with the use of a Conditional Order Instruction, you should seek appropriate professional advice.

While one intention of a Conditional Order Instruction is to limit losses to a certain amount, an instruction may not always be effective because market conditions may make it impossible to execute a particular instruction.

Market conditions such as illiquidity may make it difficult or impossible for the Participant to find sufficient counterparty volume to purchase/sell securities between the Conditional Trigger price and the limit price.

Action by ASX such as the suspension of trading in certain securities may make it difficult or impossible to effect transactions so as to limit losses.

Trailing buy and trailing sell conditional orders by nature are prone to share price movements. When using these products it is important to note that your trail start price may differ significantly from where your trail end condition is met. Further, as the fired order is a market order, in a rapid moving market your order may be executed at a significantly less favourable price than where your Trigger condition is met.

A Conditional Order Instruction does not make any provision for temporary falls or rises in security prices. Security prices may return to, exceed or fall short of the trigger price at which the Participant was instructed to buy or sell, within a short period of time.

It may not be possible for the Participant to carry out your instruction, if to do so would, in the opinion of the Participant or the regulatory authorities, result in activity that could be considered as market manipulation.

A Conditional Order Instruction uses the last traded price on the market, the volume traded for the trading day, and the time to determine whether the Trigger price condition has been met.

A triggered Instruction does not guarantee that your order will be filled. The market price might fall or rise rapidly through the Trigger price and the Limit price. There may not be a buyer or seller at your limit price.

By using Conditional Order Instructions you acknowledge that:

- the Participant does not provide any guarantee as to the effectiveness of a Conditional Order Instruction in limiting your losses or ensuring gains;
- You accept without limitation all risks associated with the use of a Conditional Order Instruction;
- You have read and understood the terms and conditions of the Participant Conditional Order Instruction product;
- the Participant recommends you seek appropriate professional advice before using a Conditional Order Instruction.

This document has been prepared without taking account of the objectives, financial situation or needs of any particular individual. For this reason, any individual should, before acting on the information in this disclosure statement, consider the appropriateness of the information, having regard to the individual's objectives, financial situation and needs and, if necessary, seek professional advice.

# Share Trading Terms and Conditions

## TERMS AND CONDITIONS OF PARTICIPANT SPONSORSHIP AGREEMENT

### EXPLANATION OF EFFECT OF PARTICIPANT SPONSORSHIP AGREEMENT

The Terms and Conditions of Participant Sponsorship Agreement below constitute a contract that you enter into with us, under which You name us as Your CHESSE sponsor and authorise us to create a CHESSE Participant Sponsored Holding in your name and to trade on it as you instruct. This means that we control or 'sponsor' Your holdings of financial products on CHESSE.

Clearing House Electronic Subregister System (CHESSE) is the computer system used by ASX Settlement to record shareholdings and manage the settlement of share transactions.

Being CHESSE sponsored by us means you can buy and sell shares more quickly than if your shares were 'issuer sponsored', and You can buy shares without providing a deposit if you have sufficient holdings.

You can also discuss the Terms and Conditions of Participant Sponsorship Agreement with us. To do so, please contact us on the details provided in the header of this document or on the Trading Site.

### RECITALS

- A. ASX Settlement, in its capacity as the approved Clearing and Settlement Facility under the Corporations Act, operates the Clearing House Electronic Subregister System (CHESSE).
- B. CHESSE allows Clients to hold Financial Products in an uncertificated form in holdings sponsored by the Participant.
- C. The Client (the Participant Sponsored Holder) agrees to be sponsored by the Participant

## AGREEMENT

### 1.0 DEFINITIONS AND INTERPRETATIONS

In this Agreement:

- 1.1 Terms which are defined in clause 1.0 of the Terms and Conditions of Online Access have the same meaning in these terms and conditions.
- 1.2 Terms which are defined in the ASX Settlement Operating Rules have the same meaning in these terms and conditions.
- 1.3 This Agreement is intended to comply with the ASX Settlement Operating Rules (the Rules) and shall be read and construed accordingly. (A copy of any further definitions may be obtained from the Participant by request).
- 1.4 A reference to Rule (e.g. Rule 7.2) is a reference to a rule of the ASX Settlement Operating Rules.

### 2.0 APPOINTMENT

- 2.1 The Participant Sponsored Holder appoints the Participant to provide, and the Participant agrees to provide, transfer and settlement services as agent for the Participant Sponsored Holder in relation to Sponsored Holdings on the terms and conditions contained in this Agreement.

### 3.0 PARTICIPANT RIGHTS

- 3.1 Where the Participant Sponsored Holder authorises the Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products on or before the date agreed with the Participant for payment. The Participant may require payment or a deposit before it executes the Participant Sponsored Holder's instructions to buy Financial Products.
- 3.2 Subject to Clause 3.3, the Participant is not obliged to transfer Financial Products into the Participant Sponsored Holding, where payment for those Financial Products has not been received, until payment is received.

- 3.3 Where a contract for the purchase of Financial Products remains unpaid, after the Participant has made a demand of the Participant Sponsored Holder to pay for the Financial Products, the Participant may sell those Financial Products that are the subject of that contract at the Participant Sponsored Holder's risk and expense and that expense shall include brokerage, and stamp duty and any other costs incurred by the Participant.

- 3.4 Where the Participant claims that an amount lawfully owed to it has not been paid by the Participant Sponsored Holder, the Participant has the right to refuse to comply with the Participant Sponsored Holder's Withdrawal Instructions, but only to the extent necessary to retain Financial Products of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).

### 4.0 PARTICIPANT SPONSORED HOLDER'S RIGHTS

- 4.1 Subject to Clauses 3.3 and 3.4 and Rules 7.2.2(e) and 7.2.2(f), the Participant will initiate any transfer, conversion or other action necessary to give effect to Withdrawal Instructions within two (2) Business Days of the date of the receipt of the Withdrawal Instructions.

- 4.2 subject to Rule 7.4, the Sponsoring Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder; and which provide for, and give effect to, the novation of the Sponsorship Agreement upon a change of Controlling Participant in accordance with Rule 7.1.10.

For the purpose of Rule 7.2.2(a), where the CHESSE Holding is a new CHESSE Holding, the Sponsoring Participant must insert the HIN in the Sponsorship Agreement once the HIN has been allocated to the Participant Sponsored Holder in accordance with Rule 8.7.2.

- 4.3 The Participant is an Australian Financial Services Licensee and therefore regulated by ASIC and subject to the regulations imposed by ASIC. In addition, as a participant of the ASX Group and Chi-X, the Participant is bound by the Market Operating Rules, ASX Settlement Operating Rules, ASX Clear Operating Rules and associated procedures. The Participant Sponsored Holder can obtain further information as to the status of the Participant from either ASIC, Chi-X, ASX, ASX Settlement or ASX Clear.
- 4.4 The Participant Sponsored Holder may lodge a complaint against the Participant with either the ASX, ASX Settlement, ASX Clear or Financial Ombudsman Service as a result of any contravention of this agreement. Any claim for compensation can be lodged with the National Guarantee Fund which operates as a compensation arrangement for investors who may suffer loss in the circumstances specified under Part 7.5, Division 4 of the Corporations Regulations in relation to equities and warrants and exchange traded options.

### 5.0 SUPPLY OF INFORMATION

- 5.1 The Participant Sponsored Holder shall supply all information and supporting documentation that is reasonably required to permit the Participant to comply with the registration requirements, as are in force from time to time, under the Rules.

### 6.0 EXCHANGE TRADED OPTIONS, PLEDGING AND SUB-POSITIONS

- 6.1 Where the Participant Sponsored Holder arranges with ASX Clear to lodge Financial Products in a Participant Sponsored Holding as cover for written positions in the Australian Options Market, and informs the Participant of the arrangement, the Participant Sponsored Holder authorises the Participant to take whatever action is reasonably required by ASX Clear in accordance with the Rules to give effect to that arrangement.



# Share Trading Terms and Conditions

- 6.2 Where the Participant Sponsored Holder arranges with any person to give a charge or any other interest in the Financial Products in a Participant Sponsored Holding, the Participant Sponsored Holder authorises the Participant to take whatever action is reasonably required by the person in accordance with the Rules to give effect to that arrangement.
- 6.3 The Participant Sponsored Holder acknowledges that where, in accordance with this Agreement and/or the Participant Sponsored Holder's instructions, the Participant initiates any action which has the effect of creating a sub-position over Financial Products in the Participant Sponsored Holding, the right of the Participant Sponsored Holder to transfer, convert or otherwise deal with those Financial Products is restricted in accordance with the terms of the Rules relating to sub-positions.
- 6.4 Nothing in this Agreement operates to override any interest of ASX Clear in the Financial Products.
- 7.0 FEES**
- 7.1 The Participant Sponsored Holder shall pay all Brokerage fees and associated transactional costs within the period prescribed by the Participant. The applicable fees and charges can be located in the Participant's Financial Services Guide.
- 8.0 NOTIFICATIONS AND ACKNOWLEDGEMENTS**
- 8.1 The Participant Sponsored Holder acknowledges that if the Participant is not a Market Participant of an Approved Market Operator, neither the Approved Market Operator nor any Related Party of the Approved Market Operator has any responsibility for regulating the relationship between the Participant Sponsored Holder and the Participant, other than in relation to the Rules relating to Sponsorship Agreements.
- 8.2 The Participant Sponsored Holder acknowledges that if a transfer is taken to be effected by the Participant under Section 9 of the Rules and the Source Holding for the transfer is a Participant Sponsored Holding under the Sponsorship Agreement, then:
- (a) the Participant Sponsored Holder may not assert or claim against ASX Settlement or the relevant Issuer that the transfer was not effected by the Sponsoring Participant or that the Sponsoring Participant was not authorised by the Participant Sponsored Holder to effect the transfer; and
- (b) unless the Transfer is also taken to have been effected by a Market Participant of an Approved Market Operator or a Clearing Participant of ASX Clear, the Participant Sponsored Holder has no claim arising out of the Transfer against the compensation arrangement applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations.
- 8.3 In the event that the Participant breaches any of the provisions of this Agreement, the Participant Sponsored Holder may refer that breach to any regulatory authority, including ASX Settlement.
- 8.4 In the event that the Participant is suspended from the Settlement Facility, subject to the assertion of an interest in Financial Products controlled by the Participant where the assertion is made, by either a liquidator, receiver, administrator or trustee of that Participant:
- (a) the Participant Sponsored Holder has the right, within twenty (20) Business Days of ASX Settlement giving notice of suspension, to give Notice to ASX Settlement requesting that any Participant Sponsored Holdings be removed either:
- (i) from the CHESSE Subregister; or
- (ii) from the control of the suspended Participant to the control of another Participant with whom they have entered into a valid Sponsorship Agreement pursuant to Rule 12.19.10; or
- (b) where the Participant Sponsored Holder does not give notice under clause 8.4(a), ASX Settlement may effect a change of Controlling Participant under Rule 12.19.11 and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement with the substitute Participant on the same terms as the existing Sponsorship Agreement. Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship Agreement in accordance with Rule 7.2.3(b)(ii), the new Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Controlling Participant.
- 8.5 The Participant Sponsored Holder acknowledges that before the Participant Sponsored Holder executed the Agreement, the Participant provided the Participant Sponsored Holder with an explanation of the effect of the Sponsorship Agreement to the Participant Sponsored Holder and the Participant Sponsored Holder understands the effect of the Agreement.
- 8.6 The Participant Sponsored Holder acknowledges that in the event of the death or bankruptcy of the Participant Sponsored Holder, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with Rules 8.15.8 to 8.15.11, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHESSE Subregister.
- 8.7 The Participant Sponsored Holder acknowledges that in the event of the death of the Participant Sponsored Holder, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Participant Sponsored Holder's estate, for a period of up to three calendar months subsequent to the removal of the Holder Record Lock pursuant to Rule 8.16.3, unless the Participant Sponsored Holder's legally appointed representative elects to remove the Participant Sponsored Holdings from the CHESSE Subregister.
- 8.8 (Joint Holdings Only)
- The Participant Sponsored Holder acknowledges that in the event of the death of a joint Participant Sponsored Holder, all Holdings under the joint Holder Record must be transferred into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder, and the Sponsorship Agreement remains valid for the new Holdings under the new Holder Record.
- 8.9 (Joint Holdings Only)
- The Participant Sponsored Holder acknowledges where the Sponsorship Agreement is in respect of a joint Participant Sponsored Holding, in the event of the Bankruptcy of one of the Holders, the Controlling Participant will:
- (a) unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Holdings from the CHESSE Subregister, establish a new Holder Record in the name of the bankrupt Participant Sponsored Holder, transfer the interest of the bankrupt Participant Sponsored Holder into new Holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all Holdings under that Holder Record; and
- (b) establish a new Holder Record in the name(s) of the remaining Participant Sponsored Holder(s) and transfer the interest of the remaining Participant Sponsored Holder(s) into new Holdings under the new Holder Record.
- 9.0 CHANGE OF CONTROLLING PARTICIPANT**
- 9.1 If the Participant Sponsored Holder receives a Participant Change Notice from the Controlling Participant of the Participant Sponsored Holding and the Participant Change Notice was received at least twenty (20) Business Days prior to the date proposed in the Participant Change Notice for the change of Controlling Participant, the Participant

- Sponsored Holder is under no obligation to agree to the change of Controlling Participant, and may choose to do any of the things set out in clauses 9.2 or 9.3.
- 9.2 The Participant Sponsored Holder may choose to terminate the Agreement by giving Withdrawal Instructions under the Rules to the Controlling Participant, indicating whether the Participant Sponsored Holder wishes to:
- (a) transfer its Participant Sponsored Holding to another Controlling Participant; or
  - (b) transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 9.3 If the Participant Sponsored Holder does not take any action to terminate the agreement in accordance with clause 9.2 above, and does not give any other instructions to the Controlling Participant which would indicate that the Participant Sponsored Holder does not agree to the change of Controlling Participant then, on the Effective Date, the Agreement will have been taken to be novated to the New Controlling Participant and will be binding on all parties as if, on the Effective Date:
- (a) the New Controlling Participant is a party to the Agreement in substitution for the Existing Controlling Participant;
  - (b) any rights of the Existing Controlling Participant are transferred to the New Controlling Participant; and
  - (c) the Existing Controlling Participant is released by the Participant Sponsored Holder from any obligations arising on or after the Effective Date.
- 9.4 The novation in clause 9.3 will not take effect until the Participant Sponsored Holder has received a notice from the New Controlling Participant confirming that the New Controlling Participant consents to acting as the Controlling Participant for the Participant Sponsored Holder. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- 9.5 The Participant Sponsored Holder will be taken to have consented to the events referred to in clause 9.4 by the doing of any act which is consistent with the novation of the Agreement to the New Controlling Participant (for example by giving an instruction to the New Controlling Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- 9.6 The Agreement continues for the benefit of the Existing Controlling Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 9.3 not binding or effective on the Effective Date, then the Agreement will continue for the benefit of the Existing Controlling Participant until such time as the novation is effective, and the Existing Controlling Participant will hold the benefit of the Agreement on trust for the New Controlling Participant.
- 9.7 Nothing in this clause 9.0 will prevent the completion of CHESS transactions by the Existing Controlling Participant where the obligation to complete those transactions arises before the Effective Date and the Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the New Controlling Participant under this clause 9.0.
- 9.8 In the event that any of the Holdings comprise AQUA Products, the new Controlling Participant is accredited in accordance with Section 18 of the Rules to facilitate the settlement of AQUA Products. Note: Under Rule 7.4, ASX Settlement will not accept a Notice of change of Controlling Participant where the new Controlling Participant is not accredited to facilitate the transfer of AQUA Products.
- ## 10.0 CLAIMS FOR COMPENSATION
- 10.1 As a Participant of the ASX Group any claim for compensation can be lodged with the National Guarantee Fund which operates as a compensation arrangement for investors who may suffer loss due to the defalcation by Participants in relation to equities and warrants and exchange traded options.
- 10.2 If the Participant breaches a provision of this Agreement and the Participant Sponsored Holder makes a claim for compensation pursuant to that breach, the ability of the Participant to satisfy that claim will depend on the financial circumstances of the Participant.
- 10.3 If a breach by a Participant of a provision of this Agreement falls within the circumstances specified in the compensation arrangements applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations, a Participant Sponsored Holder may make a claim under the relevant compensation arrangements.
- 10.4 The Participant Sponsored Holder is entitled to receive an executed copy of this Agreement from the Participant but acknowledges that the Participant shall not be required to provide such copy unless requested by the Participant Sponsored Holder.
- ## 11.0 TERMINATION
- 11.1 Subject to the Rules, this Agreement will be terminated upon the occurrence of any of the following events:
- (a) by notice in writing from either the Participant Sponsored Holder or the Participant to the other party to this Agreement;
  - (b) upon the Participant becoming insolvent;
  - (c) upon the termination or suspension of the Participant; or
  - (d) upon the giving of Withdrawal Instructions by a Participant Sponsored Holder to a Controlling Participant in accordance with Rule 7.1.10(c).
- 11.2 Termination under Clause 11.1(a) will be effective upon receipt of Notice by the other party to the Agreement.
- ## 12.0 VARIATION
- 12.1 Should any of the provisions in this Agreement be inconsistent with the provisions in the Rules, the Participant shall, by giving the Participant Sponsored Holder not less than seven (7) Business Days written Notice, vary the Agreement to the extent to which, in the Participant's reasonable opinion, it is necessary to remove any inconsistency.

## DIRECT DEBIT/CREDIT REQUEST SERVICE AGREEMENT

This agreement sets out details of the terms on which You authorise the Participant to arrange for amounts owing to us to be made by deduction from Your account at Your financial institution or for amounts to be credited to Your account.

1. The Participant will advise You, in writing or electronically, in the form of a confirmation, the drawing details that includes the settlement amount due and the settlement date.
2. Where the settlement date falls on a non-Business Day, the Participant will draw the amount on the following Business Day. Please contact Your financial institution direct if You are uncertain when a debit will be processed to Your account.
3. The Participant reserves the right to charge a dishonour fee if any debit item already debited from Your nominated account is returned as unpaid by the financial institution.
4. The Participant will keep Your information about Your nominated account at the financial institution private and confidential unless this information is required by Your financial institution to investigate a claim made on it relating to an alleged incorrect or wrongful debt, or as otherwise required by law.
5. In the event of a debit returned unpaid the Participant may attempt a redraw on Your nominated account.
6. The Participant will advise You fourteen (14) days in advance of any changes to the Direct Debit/Credit arrangements.
7. If You provide an incorrect bank account number, You may incur a fee if the Participant has processed a transaction to that account.

### Your rights

8. You may terminate the Direct Debit/Credit arrangement of Your trades with us, however, this termination must be in writing.
9. Where You consider the debit/credit is incorrect in either the due date or amount or both, You should raise the matter with the Participant.
10. Please contact the Participant during business hours for all matters relating to the Direct Debit/Credit arrangements, including to request a deferment or stopping of debits, questions regarding the amounts or dates of credits or debits or altering or stopping the arrangement. You can also contact Your nominated financial institution to request a stop or cancellation of the Direct Debit arrangement or to dispute a debit to Your nominated account. We have a dispute resolution process available if You have a complaint which we do not resolve.

Further information on that process is in the Financial Services Guide, which is available online or by calling the Participant.

### Your responsibilities

11. It is Your responsibility:
  - to check with the financial institution where Your account is held before completing the Direct Debit/Credit Request (DDCR) as Direct Debiting/Crediting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts;
  - You should also complete Your account details, including Bank State Branch (BSB) number, directly off a recent account statement from Your financial institution;
  - to ensure sufficient cleared funds are available in the nominated account to meet the debit on the due settlement date of Your transactions executed by the Participant;
  - to ensure that the authorisation to debit/credit the nominated account is in the same name as the account signing the instruction held by the financial institution where the account is held;
  - to advise us if the account You have nominated to debit/credit is transferred or closed; and
  - to ensure that suitable arrangements are made if the Direct Debit/Credit arrangement is cancelled;
    - by Yourself;
    - by Your nominated financial institution; or
    - for any other reason.

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## CUSTOMER INFORMATION AND PRIVACY

### What information we collect

In this clause 'you' includes our customer and any person who holds office in an entity which is a customer. We collect information about you (such as your name, address and contact details), and information about your interactions with us, such as activity on your account. We may also collect publicly available information about you.

### Why we collect your information and what we use it for

We collect your information because we are required to identify you in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and in order to comply with taxation laws, such as the *Taxation Administration Act 1953* and the *Income Tax Assessment Act 1936*. We also collect it to administer our customer relationships and internal processes including risk management and pricing, under our arrangements with government agencies, and to identify and tell you about products and services that you request from affiliated providers and external providers for whom we act as agent. If you don't want to receive marketing information you can opt out on our website.

If you give us your electronic and telephone details, you agree we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require. If you change your personal details (e.g. address, name or email address) you must tell us straight away.

### Who we may exchange your information with

We may exchange your information with our related entities and certain third parties, for example:

- your representatives, advisers, brokers and agents, and their service providers;
- our service providers and those who refer business to us;
- co-branding or branding partners (organisations with whom we have agreements to provide products and services under a different brand name);
- market operators, operators of clearing and settlements facilities, share and other registries, regulatory and government authorities;
- platform providers, issuers of financial products, other financial institutions, and other bodies (for example, if you do not perform your obligations under a share trade).

Sometimes it may be necessary to send your information overseas – for example, where we outsource functions overseas, where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia or in another country. See the Privacy Policy for more information.

### Our Privacy Policy

Our Privacy Policy is available on the website and should be read in conjunction with the above. It contains further details about our information collection and handling practices including information about:

- other ways and reasons we may collect, use or exchange your information;
- how you may access and seek correction of the information; and
- how to make a complaint about a breach of your privacy rights, and our complaint handling procedures.

We encourage you to check our website regularly for any updates to the Policy.

### How to contact us

For privacy-related enquiries, please contact us on the details provided in the header of this document. We aim to resolve your query or complaint at your first point of contact with us, however if you have tried to resolve your complaint and are not satisfied with the outcome, you may contact our Customer Relations team directly by calling 1800 805 605, or write to Customer Relations, Reply Paid 41, Sydney NSW 2001.