

This document contains important information regarding the terms and conditions which apply to your brokerage account with ANZIEX. These terms and conditions apply to all dealings between you and us. By placing an Order with ANZIEX (either directly or through the Licensee), you accept the terms and conditions contained in this document.

**PLEASE READ THIS DOCUMENT CAREFULLY AND RETAIN IT FOR YOUR FUTURE REFERENCE.**

**1. YOUR AGREEMENT WITH ANZIEX**

ANZIEX is admitted as a Trading Participant of ASX with Trading Permission in respect of Traded Products.

ANZIEX has entered into an arrangement with the Licensee under which you may place orders with ANZIEX through the Licensee to buy or sell or otherwise deal in Traded Products.

If you wish to buy or sell or otherwise deal in Traded Products on ASX, the Licensee will (as your agent) communicate your order to ANZIEX. If and only if the Licensee grants you access to the online broking/direct market access system (**DMA Service**), you may also place Orders directly with ANZIEX through the DMA Service.

Whenever you effect a Market Transaction in this way, ANZIEX carries the obligations to complete the relevant transaction.

Information concerning ANZIEX and the terms and conditions of your agreement with ANZIEX are contained in the separate Disclosure Statement given to you by ANZIEX and the Licensee.

**2. YOUR RELATIONSHIP WITH ANZIEX**

Your primary relationship will be with the Licensee. Your relationship with ANZIEX will be limited to the execution of Orders. You acknowledge that ANZIEX will not provide financial product advice, or legal, tax, financial or accounting advice or make any financial product recommendations to you or give a Statement of Advice to you as part of the service to be provided to you by ANZIEX.

**3. TRADING IN ASX DERIVATIVES PRODUCTS, WARRANTS AND PARTLY PAID SECURITIES**

**3.1 Derivative Products**

If you wish to trade in Derivatives Products, the terms in schedule 2 will apply to you. However, before you may place an Order to trade in Derivatives Products, you will need to sign and return a copy of this agreement to ANZIEX or otherwise confirm in writing to ANZIEX that you agree to be bound by the terms of this agreement (including schedule 2).

**3.2 Warrants**

If you wish to trade in ASX Warrants, the terms in schedule 3 will apply to you. However, before you may place an Order to trade in Warrants (other than an Order to sell a Warrant already held by you), you will need to sign and return a copy of this agreement to ANZIEX or otherwise confirm in writing to ANZIEX that you agree to be bound by the terms of this agreement (including schedule 3).

**3.3 Partly Paid Securities**

If you wish to place an Order to buy Partly Paid Securities, the terms in schedule 4 will apply to you. However, before you may place an Order to buy Partly Paid Securities, you will need to sign and return a copy of this agreement (including schedule 4) to ANZIEX or otherwise confirm in writing to ANZIEX that you agree to be bound by the terms of this agreement (including schedule 4).

**4. SPONSORSHIP**

Unless agreed otherwise with ANZIEX, if you wish to buy, sell or otherwise deal in Traded Products under these arrangements, you must have a current Sponsorship Agreement with ANZIEX to enable easy transfer of your Traded Products under CHES.

**5. GENERAL CONDITIONS OF TRADE**

You acknowledge and agree:

(a) to comply with these terms and conditions and all applicable legislation and the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules and the directions, decisions and requirements of ASX and the customs and usages of the Market. Copies of the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules can be inspected at the Licensee's offices on request; and

(b) all Market Transactions are subject to the terms and conditions contained in this agreement, and on the reverse of the Confirmation issued by or on behalf of ANZIEX and the Licensee (if any), and to the ASX Market Rules, ACH Clearing Rules, the directions, decisions and requirements of ASX and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to CS Approved Products, the ASTC Settlement Rules.

**6. ACCOUNT OPENING**

6.1 You may apply to open a new Client Account with ANZIEX by completing an Application. ANZIEX may refuse to open a new Client Account for any reason in its absolute discretion.

6.2 You warrant and represent that:

(a) the nominated account is an account in your name;

(b) if you are more than one person or entity, then each such person or entity shall be jointly and severally liable under these Terms and Conditions;

(c) if you are acting as trustee, you have the authority to be bound by these Terms and Conditions;

(d) if you are a corporation, you hold a valid ACN or ABN under the Corporations Act and your principal place of business is in Australia;

(e) if you are acting as an intermediary on another persons behalf, you are specifically authorised to deal in the relevant Traded Products, and you have the appropriate AFS Licence;

(f) if you are a natural person, you are 18 years of age or over; and

(g) each Order you place and each Market Transaction executed for you is lawful and you will at all times be in a position to meet all commitments on your part arising from Market Transactions under this agreement.

**7. ORDERS AND INSTRUCTIONS**

You agree that, if you wish to place any Order, you must do so with the Licensee, and you authorise the Licensee, as your agent (and not as the agent of ANZIEX), to communicate your Order and other instructions or information to ANZIEX. You may only terminate the Licensee's authority to act on your behalf by terminating this agreement.

If (and only if) the Licensee grants you access to the DMA Service, you may also place Orders directly with ANZIEX through the DMA Service and you agree to be bound by the terms set out in Schedule 1.

ANZIEX will not act on any Orders or other instructions or information communicated directly to it by you and not through the Licensee (other than an Order placed by you directly with ANZIEX through the DMA Service if the Licensee grants you access to the DMA Service).

ANZIEX may at any time, in its absolute discretion, refuse to accept any (or may place a limit on any) Order from, or execute orders (including without limitation Orders relating to Derivatives Market Transactions) for, you (whether the Order is placed directly by you through the DMA Service or by the Licensee on your behalf). ANZIEX may also direct the Licensee to refuse to accept any (or to place a limit on any) Orders from you.

ANZIEX will not confirm to you the receipt of, nor will it be responsible for verifying the authenticity of any instructions given to it by or on behalf of you. Subject to any instructions from you, ANZIEX will generally execute Orders in the sequence in which they are received. However, you acknowledge and agree that:

(a) your Order may be automatically crossed against other orders before reaching the Market;

(b) you will be charged the normal rate of commission by the Licensee for Orders which are crossed with ANZIEX's principal orders; and

(c) ANZIEX may not be aware of principal orders that are being (or may be) executed, and that direct market access arrangements and program trading may make it impossible to prevent principal orders from being executed at the same time as (or before) your Order. Accordingly, you agree that ANZIEX may execute principal orders where your Order on the same terms is outstanding and that this document constitutes disclosure as required by ASX Market Rule 7.7.1.

**8. LICENSEE'S USE OF DMA SERVICE**

ANZIEX may provide a DMA Service to the Licensee under which the Licensee may place your Orders directly into the Trading Platform through an electronic automated client order process. You acknowledge that if ANZIEX provides a DMA Service to the Licensee:

(a) there may be delays in the processing, execution, amendment or cancellation of an Order entered through the DMA Service and:

(i) an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed; and

(ii) you remain liable to settle the original Order, until any relevant amendment or cancellation is effected;

(b) the execution of an Order placed through the DMA Service may be delayed by filters or other electronic features of the electronic system;

(c) ANZIEX is not responsible for the processing, execution or cancellation of any Orders submitted through the DMA Service, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry or for any delays in relation to the same;

(d) except as required by law, ANZIEX makes no representations or warranties express or implied with respect to the DMA Service;

(e) there are significant risks in trading through a DMA Service because it is serviced by means of computer and telecommunications systems, even where generally accepted industry standards and practices are followed, including that your data may not be protected, and there are risks that other users of the DMA Service, institutions or brokers may be able to see your Orders and other communications relating to trading and execution without your (or ANZIEX's) consent and that third parties (including persons on private networks) will have the ability to attach to your network; and

(f) ANZIEX may terminate the Licensee's participation in the DMA Service at any time without notice to you. If ANZIEX terminates the Licensee's participation in the DMA Service, any access that the Licensee may have given you to the DMA Service will terminate at the same time.

## **9. ORDERS RELATING TO SALES**

You agree that whenever you place a sell Order with the Licensee, you must notify the Licensee to which of the following categories (if any) of sale under ASIC Class Order [CO 08/751] (as amended from time to time) your sell order relates:

(a) a long sale - this refers to a sale of securities that you already own (ie that you already beneficially own or, if you are a trustee, the trust already beneficially owns) at the time you place the sale Order with the Licensee. Your ownership must not have arisen because you have borrowed the securities from a securities lender.

(b) a short sale - this refers to a covered short sale of securities, ie a sale where you have, at the time you place the sale order with the Licensee, a legally binding commitment from a securities lender to lend the securities to you.

(c) an exempt covered short sale - this refers to a covered sale of financial securities that is permitted under an exemption contained in ASIC Class Order [CO 08/751] (as amended), and includes hedging by market makers, dual listed arbitrage transactions, index arbitrage transactions, hedging in relation to a DRP or SPP underwriting, hedging in relation to a convertible securities or market makers hedging pre-22 September 2008 exposures. This category is only relevant so long as there is a ban on the covered short selling of financial securities.

You acknowledge that ANZIEX will not be permitted to execute a sale Order for you unless you have informed the Licensee to which (if any) of those categories your order relates.

You also agree that, if the Licensee grants you access to the DMA Service, whenever you place a sell Order, you must notify ANZIEX through the DMA Service which (if any) of the categories above your sell Order relates. You acknowledge that ANZIEX will not accept a sale Order placed by you through the DMA Service for you unless you have informed ANZIEX through the DMA Service to which (if any) of those categories your order relates.

You agree that, each time you place a sale Order with the Licensee (or through the DMA Service if applicable) and notify the relevant category of sale to which your sale Order relates, you will be taken to have warranted and represented to ANZIEX and the Licensee that the sale will meet the requirements and conditions of the particular category of sale under ASIC Class Order [CO08/751] (as amended from time to time) so notified by you. You also agree that if you sell securities as a result of the exercise of an exchange traded call option sold by you or an exchange traded put option bought by you, you must inform the Licensee whether or not the sale is a long sale; that is whether or not you have a presently exercisable and unconditional right to vest the securities in the buyer of the securities at the time the relevant option is exercised. You must notify the Licensee of this:

(a) if you request the Licensee to exercise the option - at the time the request is made; or

(b) otherwise - as soon as practicable after you become aware that the option has been exercised.

## **10. SETTLEMENTS**

### **10.1 Settlement Date and Time**

The Settlement Date and Time for sales or purchases is the date and time specified on the relevant Confirmation, or if no date and time are specified, it is 9.00am (Sydney time) on the third Business Day after the execution of the Market Transaction or, in the case of a Derivatives Market Transaction, on the first Business Day after execution of the Derivatives Market Transaction.

You represent and warrant that before placing any Order with us, you will be in the position to pay for any Traded Products purchased and have a presently exercisable and unconditional right to vest any Traded Products sold to enable settlement at Settlement Date and Time and, in the case of a Derivatives Market Transaction, have the means to meet the obligations and margin requirements in respect of the Derivatives Market Transaction.

### **10.2 Purchases**

You agree to and must ensure that all funds required to settle the relevant Market Transaction, and all brokerage, taxes costs, duties and charges in respect of that Transaction, are made available in your Cash Account before you place the Order in respect of that Market Transaction for withdrawal by ANZIEX. Payment in cash is not acceptable.

On the execution of a Market Transaction, which will, on settlement, require you to pay an amount of money to the Licensee or ANZIEX, you acknowledge that the amount will be "locked" in your Cash Account. From that time, you will not be entitled to withdraw those "locked" funds from the Cash Account. Only ANZIEX will be entitled to use those funds for the purposes of settling the relevant transaction or otherwise as permitted under this agreement.

You authorise ANZIEX to:

(a) appropriate any credits, payments receipts or amounts to which you are entitled (including amounts standing to the credit of any trading or cash management trust account) and

(b) set off those credits, payment, receipts or amounts against any amount due or owing by you to ANZIEX. ANZIEX is not required to transfer you any securities or other financial products acquired or purchased on your behalf, until ANZIEX has been paid in full for the relevant acquisition.

### **10.3 Sales**

All documents and Security Holder Information (including the holder identification number and if applicable, holder reference number) must be received in a deliverable form two Business Days prior to the Settlement Date and Time.

Credits in respect of sales are not available until the latest of:

(a) the Settlement Date and Time;

(b) when all documents and Security Holder Information have been received in a deliverable form; or

(c) all amounts due and payable by you to ANZIEX have been paid.

Sale proceeds will be paid directly to you unless ANZIEX has agreed alternative arrangements with you.

### **10.4 Confirmations**

You will be given Confirmations as required by the Corporations Act and the ASX Market Rules. You acknowledge that these may be in the form of a confirmation given jointly by the Licensee and ANZIEX.

You authorise the Licensee and ANZIEX to dispatch confirmations to you electronically to the email address notified to ANZIEX by the Licensee on your behalf from time to time for this purpose.

You must promptly check the accuracy of every confirmation sent to you and notify the Licensee immediately of any error that you consider may have occurred. If the Licensee does not receive any such notification from you within 24 hours, you will be taken to have accepted the accuracy of the Confirmation.

A Confirmation may at any time be re-issued to you in order to correct any errors or omissions and the terms and conditions of the original Confirmation will apply in relation to the reissued Confirmation.

If you are a Wholesale Client for the purposes of the ASX Market Rules, ANZIEX and the Licensee may elect not to give any confirmations to you in relation to Market Transactions executed for you. If ANZIEX and the Licensee so elect, this document is taken to be the notification required to be given by ANZIEX to you under the ASX Market Rules.

Where ANZIEX enters into multiple Market Transactions in order to complete your Order, you authorise ANZIEX and the Licensee to accumulate those Market Transactions on a single Confirmation and to specify the volume weighted average price for those Market Transactions on that Confirmation. If requested by you, ANZIEX will, if required under the ASX Market Rules, give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a Confirmation.

### **10.5 Failure to Settle**

If you fail to settle by failing to make payment, or deliver any documents or Security Holder Information to ANZIEX in accordance with the relevant Confirmation, the ANZIEX Disclosure Statement or this agreement and ANZIEX exercises its right to assign the relevant debt to us, ANZIEX may do one or more of the following:

(a) pass on to you all costs incurred as a result of that failure;

(b) charge an administration fee calculated by reference to the additional cost which may be incurred by ANZIEX or the Licensee as a result of your failure to settle;

(c) levy a default charge on the amount from time to time outstanding at a rate which ANZIEX would be required to pay on an overdraft facility with its then current bankers;

(d) charge interest on any debit balances resulting from the failure to settle;

(e) sell out (or procure the sale of) any securities or other financial products purchased on your behalf (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to ANZIEX;

(f) sell out (or procure the sale of) any securities or other financial products otherwise held by ANZIEX or the Licensee on your behalf

(and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to ANZIEX;

(g) buy-in (or procure the purchase of) any securities or other financial products sold (with you being fully responsible for any loss in connection with such purchase) and recover the costs in so acting (and you acknowledge and agree that ANZIEX may be obliged to do so under the ASTC Settlement Rules if you have failed to settle the sale or ensure that the sale is settled by the fifth Business Day after the relevant sale order was executed);

(h) apply any cash held by ANZIEX or the Licensee on your account to which ANZIEX or the Licensee has access, or payments received for or from you, to reduce your liability to ANZIEX; and

(i) cancel or instruct the Licensee to cancel any of your unexecuted orders, and you authorise ANZIEX and each of its directors and employees as your attorney to give instructions on your behalf in respect of your Traded Product holdings sponsored by ANZIEX or the Licensee in CHESS, or held by any of their related bodies corporate in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which they are authorised to give instructions, to enable ANZIEX to realise those Traded Products or funds and apply the proceeds in reduction of your liability to ANZIEX and to recover ANZIEX's costs in so acting. If you fail to settle, ANZIEX may make arrangements on your behalf to ensure that your settlement obligations are performed.

You are responsible for and indemnify ANZIEX against all costs (including legal costs on a full indemnity basis), expenses, damages and losses arising in connection with any settlement failure referred to above including, without limitation, any consequential loss, brokerage, stamp duty, taxes, penalties, interest and legal costs.

You must pay or reimburse ANZIEX any such administration fees and default charges and any amounts covered by the indemnity as above (together with any GST payable on those amounts) immediately upon demand. ANZIEX may deduct any of those amounts (and any GST) from any sale proceeds or other amounts otherwise payable to you.

#### **11. CANCELLATIONS**

You authorise ANZIEX to, and agree that ANZIEX may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any Market Transactions or Crossing relating to the sale or purchase (as the case may be) of Traded Products:

(a) if ASX exercises its power under the ASX Market Rules to cancel or amend (or require the cancellation or amendment of) the market Transaction or Crossing; or

(b) in the event of an error or otherwise in the circumstances contemplated in the ASX Market Rules, your obligations in relation to the settlement of a Market Transaction cease to apply in respect of a cancelled transaction from the time it is cancelled.

#### **12. DISCLOSURE OF INTEREST**

You acknowledge that ANZIEX may execute Orders for you in circumstances where ANZIEX or any of its associates:

(a) holds a principal position or deals in the Traded Products;

(b) provides similar services to other persons in relation to the Traded products;

(c) takes the opposite position in a Market Transaction (including a crossing either acting for another client entitling it to charge commission on both sides of the transaction or on its own account);

(d) sponsors or underwrites a new issue involving the Traded Products;

(e) has material price sensitive information relating to Traded Products where the individuals processing your Order are prevented from knowing or taking into account such information by reason of Chinese Walls; or

(f) has a potential conflict of interest of which you are not aware and which it is unable to disclose to you.

#### **13. FEES AND CHARGES**

You agree to pay ANZIEX (or as ANZIEX's agent) on demand all Market Transaction fees and charges, including our commission, software fees and other duties and taxes payable at the rates determined by ANZIEX from time to time and notified to you in writing.

You agree to pay ANZIEX on demand interest on any amounts owing to ANZIEX, at the rate at which ANZIEX would be required to pay on an overdraft facility with its current bankers at the relevant time.

#### **14. GST**

If ANZIEX is liable to pay GST on any supply made to you under or in connection with these terms, you must in addition to and at the same time as you are required to pay the GST exclusive amount in respect of the relevant supply, pay to ANZIEX an amount equal to the amount of GST for which ANZIEX is liable in connection with the relevant supply.

#### **15. INTEREST ON ANZIEX'S TRUST ACCOUNT**

You acknowledge that ANZIEX will retain the interest (if any) earned on monies held in its trust account from time to time.

#### **16. INDEMNITY**

In addition to the above, if as a result of failure by you to settle, or other breach by you of this agreement or other agreement with ANZIEX, ANZIEX or any of its employees, agents and representatives (each an **Indemnified Person**) suffers any claim, liability, direct or consequential loss or incurs any cost, charge or expense of any nature, you must on demand fully indemnify each indemnified Person and keep each of them fully indemnified in respect of such claim, liability, loss, cost, charge or expense.

#### **17. AMOUNTS OWING**

If you have not paid any debt to ANZIEX, ANZIEX may assign that debt to the Licensee and the assigned debt will become an obligation of yours to the Licensee.

#### **18. INFORMATION**

You warrant that all information provided by you to ANZIEX or the Licensee (including in your Application) is, or will be when given, accurate, true and correct and further agree to immediately notify ANZIEX in writing upon becoming aware that such information is no longer accurate, true and correct including any change in address, telephone number or email address.

You agree that ANZIEX and the Licensee may share such information, as well as your account details and information regarding your transactions in Traded Products with each other and with ANZIEX's related bodies corporate on a confidential basis as ANZIEX considers appropriate. You also consent to ANZIEX and the Licensee disclosing such information and your account details to any regulatory authority, and consent to each of them using such information and your account details for the purposes of monitoring compliance by you, or any of them with their respective regulatory and contractual obligations, and resolving disputes.

#### **19. ACKNOWLEDGEMENTS**

You acknowledge that:

(a) you have received a copy of the ANZIEX Financial Services Guide (FSG). ANZIEX reserves the right to change the FSG at any time without notice, subject to its obligations under the Corporations Act. A copy of the current FSG can be obtained on the website or on request.

(b) if you have been referred to ANZIEX by or on behalf of a broker or other third party, that broker or third party may receive benefits in the form of a commission or rebate from us;

(c) you have read and understood all documentation provided to you by ANZIEX including this agreement, any product disclosure statement, ASX Explanatory Booklet for Understanding Options Trading and Understanding Trading and Investment Warrants (if applicable); and

(d) where you receive Confirmations by electronic means only, you accept that the conditions set out in the ASX Market Rules apply.

#### **20. NO ADVICE**

You acknowledge that ANZIEX does not provide financial product advice, and does not accept responsibility for any financial product advice given to you by the Licensee. To the maximum extent permissible by law, you agree that you must not represent to any person that ANZIEX has given any financial product advice to you. ANZIEX has no liability (including in negligence) for any investment decisions made by you or any Market Transactions executed on your behalf, including any diminution in value, in or for your account,

If you are placing any Order on the basis of advice given to you by the Licensee, you must provide the Licensee with:

(a) all information (and documentation) regarding your financial situation, investment objectives and particular needs sufficient and necessary for the Licensee to give informed financial product advice;

(b) any relevant new information (and documentation) as soon as it becomes available; and

(c) details of or any change in your financial situation, investment objectives and particular needs as soon as such change occurs.

#### **21. CREDIT REFERENCES**

You agree that ANZIEX may make such enquiries as it thinks fit of any person, including your employer, your bank or a credit agency relating to your creditworthiness.

#### **22. VARIATION AND TERMINATION**

ANZIEX may amend this agreement from time to time. ANZIEX will give you 10 days notice of any amendment, after which time, the amendment will become effective. ANZIEX may terminate this agreement immediately if you engage in any market manipulation, fraudulent conduct or conduct in breach of the Corporations Act. ANZIEX may terminate this agreement at any time and without any reason by giving you five Business Days notice. Termination does not affect outstanding obligations under this agreement which are undischarged at the time of termination. Each indemnity in this agreement survives the termination of this agreement.

#### **23. NOTICES**

Notices given by ANZIEX must be in writing and may be sent to the address, fax number or email address specified in your Application or later notified by you, or by posting the notice on its website. Any notice or Confirmation given by ANZIEX is taken to have been received on the business day following the transmission

or posting of the notice, demand or Confirmation. Where a Client Account is opened in the joint names of more than one Client, each of you agrees that ANZIEX may discharge any obligation it has to give a notice or a document to you under this agreement or the Corporations Act by giving notice to any one of you.

#### **24. AUTHORISED AGENTS**

You may at any time, by notice to ANZIEX, revoke the appointment of an Authorised Agent and substitute another person as Authorised Agent. Where another person is appointed Authorised Agent, the notice must include the full name, telephone number, fax number, and email address of that person and be verified by you and, in the case of a corporate client, by a Director of the client. You are and will remain solely liable and responsible for all acts and omissions of your Authorised Agent notwithstanding that an act or omission of the Authorised Agent was outside their actual or ostensible authority or in error, fraudulent, negligent, in breach of its fiduciary duties or criminal. You agree not to make, and release ANZIEX from any right that you may have to make, any Claim against ANZIEX for any Loss incurred or suffered by you which may arise in connection with any act or omission by the Authorised Agent.

#### **25. COMPLAINTS**

Complaints should be referred to ANZIEX in accordance with the procedure in the Financial Services Guide provided to you.

#### **26. NATIONAL GUARANTEE FUND**

As ANZIEX is a Trading Participant of ASX, you may make a claim on the National Guarantee Fund (NGF) in the circumstances specified under part 7.5 of the Corporations Act and the Corporations Regulations. (For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact the Securities Exchange Guarantee Corporation Pty Limited ABN 19 008 626 793.)

#### **27. GOVERNING LAW**

This agreement is governed by the law in force in New South Wales and you and ANZIEX submit to the non-exclusive jurisdiction of the court of New South Wales and courts which may hear appeals from those courts.

#### **28. DEFINITIONS**

**ACH Clearing Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ACH, as amended from time to time.

**ACH** means the Australian Clearing House Limited (ABN 48 001 314 503). ACH is a wholly owned subsidiary of ASX.

**AFS Licence** means an Australian financial services licence issued under the Corporations Act.

**this agreement** means the agreement constituted by your acceptance of the terms and conditions contained in this document (including the Schedules to this document).

**Application** means an application to open a Client Account with ANZIEX.

**ASIC** means the Australian Securities and Investment Commission.

**ASTC** means ASX Settlement and Transfer Corporation (ABN 49 008 504 532) or another clearing facility approved to clear securities and other financial product transactions effected on ASX.

**ASTC Settlement Rules** means the operating rules, procedures, directions, decisions requirements, customs, usages and practices of ASTC, as amended from time to time.

**ASX Market Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX, as amended from time to time.

**ASX** means ASX Limited (ABN 95 008 624 691).

**Authorised Agent** means the person (if any) described as the authorised agent of you in the Application or another person notified by you to ANZIEX in writing.

**ANZIEX** means ANZIEX Limited (ABN 94 073 633 664) (AFS Licence 239122).

**Business Day** has the meaning given to it in the ASX Market Rules.

**Cash Account** means an account with a bank, other deposit taking institution or a cash management trust, approved by ANZIEX for the purposes of this agreement from time to time.

**Client Account** means a trading account with ANZIEX.

**Confirmation** means any confirmation issued by ANZIEX or on its behalf on execution of an order and includes an electronically transmitted confirmation.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Corporations Regulations** means the *Corporations Regulations 2001* (Cth).

**Derivatives Market Transaction** has the meaning given to it in the ASX Market Rule and means a transaction in Derivatives Products executed through ASX.

**Derivatives Products** has the meaning given to it in Schedule 2.

**DMA Service** means service under which a person enter orders to be registered in ANZIEX's system and, if accepted for submission into a Trading Platform of ASX by ANZIEX, submitted as corresponding Trading Messages without being re-keyed by a Designated Trading Representative of ANZIEX.

**Loss or claim** includes without limitation any expense, costs, liability, claims, damages, fees, taxes, duties, penalties, interest, legal costs (on a full indemnity basis), judgement, consequential, special or indirect loss or loss of prospective profits.

**Market Transaction** has the meaning given to it in the ASX Market Rules and means a transaction in Traded Products executed through ASX.

**Order** means any order placed by you with ANZIEX to purchase or sell or otherwise deal in Traded Products.

**Partly Paid Security** means a Traded Product for which the holder may be liable to pay a call or instalment in accordance with the terms of issue and for which an amount remains unpaid, but does not include a Traded Product issued by a no liability company.

**Settlement Date and Time** means the date and time specified on the relevant Confirmation, or if no date and time are specified, it is 9.00am (Sydney time) on the third Business Day after the execution of the Market Transaction

**Traded Product** means a financial product which may be traded through ASX and includes Derivatives Products.

**Warrant** has the meaning given to it in the ASX Market Rules.

**you** means the person or persons in whose name the account is opened with the Licensee or named on the account opening or application form as the client. If that is more than one person, "you" means each of them separately and every two or more of them jointly. "You" includes your successors and assigns.

Words expressed in the singular include the plural and vice versa.

Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.

Words used in this document have the meanings given to them in the ASX Market Rules, ACH Clearing Rules or the ASTC Settlement Rules. If you require a copy of these definitions please contact the Licensee.

If you are a joint holder, these terms and conditions bind each person jointly and severally, and each person is authorised to issue instructions to the Licensee or ANZIEX and give receipts to them in relation to any purchase or sale of Traded Products or other matters to which these terms and conditions relate.

You agree that in the event of any inconsistency between this document and any applicable laws, the ASX Market Rules, ACH Clearing Rules or ASTC Settlement Rules, the latter will prevail to the extent of the inconsistency.

You acknowledge that this document is not exhaustive and agree to be bound by other policies and procedures which concern the operations of your account with ANZIEX as notified to you from time to time.

**SCHEDULE 1**  
**DMA SERVICE TERMS**

The following terms and conditions apply if the Client is given access by the Licensee to the DMA Service.

**1. ACCESS TO THE TRADING SYSTEM**

No person other than an Authorised Person may at any time submit an Order for the Client (whether as principal or as agent for the Client) through the DMA Service using the Security Information provided by ANZIEX to the Licensee or by the Licensee to the Client (as the case may be).

ANZIEX may in its discretion at any time limit the number of Authorised Persons who are permitted to submit Orders for the Client (whether as principal or as agent for the Client) through the DMA Service.

The Licensee and the Client must not authorise, allow nor permit any person other than an Authorised Person to access or use the DMA Service using the Security Information.

The Licensee and the Client acknowledge and agree that ANZIEX may, in its absolute discretion:

- (a) refuse to approve as an Authorised Person any person nominated by the Licensee or the Client for that purpose;
- (b) revoke its approval of an Authorised Person at any time; and
- (c) from time to time test whether an Authorised Person has adequate knowledge of the DMA Service and the Dealing Rules (as defined in the ASX Market Rules), directions, decisions and requirements of ASX relevant to the type of order submission facilities given to the Authorised Person by ANZIEX.

The Client must notify the Licensee, and the Licensee must notify ANZIEX, immediately once any Authorised Person ceases to be authorised by the Client or the Licensee (as the case may be) to access the DMA Service on the Client's behalf.

**2. USE OF THE SYSTEM**

The Licensee and the Client acknowledge that:

- (a) the DMA Service is accessible through the DMA System;
- (b) neither ANZIEX nor any related body corporate of ANZIEX makes any representation or warranty, express or implied, to the Licensee or the Client or to any other person regarding the DMA System, nor provides any guarantee with respect to the DMA System, including without limitation, with respect to the operation, functionality, effectiveness, accuracy, reliability, merchantability, quality or fitness for purpose;
- (c) neither ANZIEX nor any related body corporate of ANZIEX is in any way responsible or liable to the Licensee or the Client or any person claiming through the Licensee or the Client, for any loss that results from the Licensee's or the Client's use of the DMA System, or from any failure, error or defect of or in the DMA System;
- (d) the Licensee and the Client are solely responsible for assessing the adequacy of the DMA System and for deciding whether or not to access it; and
- (e) it is the Licensee's and the Client's responsibility to obtain, at their own expense, all hardware and software to be used by the Licensee and the Client (as the case may be) in connection with use of the DMA Service.

**3. SECURITY INFORMATION**

Each of the Licensee and the Client acknowledges that the Security Information is confidential and agrees that the Licensee and the Client are responsible for maintaining its confidentiality.

Each of the Licensee and the Client agrees that it must:

- (a) only use the Security Information in accordance with these terms;
- (b) not disclose the Security Information (or any part of it) to any person or persons (including its employees, contractors, agents and consultants) other than to an Authorised Person;
- (c) ensure that at all times, each Authorised Person maintains the confidentiality of the Security Information;
- (d) notify ANZIEX immediately upon becoming aware that any Security Information has been or may be used or disclosed in a manner that is not consistent with these terms; and
- (e) regularly review and, if necessary, upgrade the security of its network through which the Client accesses the DMA Service to ensure that only Authorised Persons are able to access or use the DMA Service.

**4. SUBMITTING ORDERS THROUGH THE DMA SERVICE**

**4.1 Permission to submit Orders using Security Information**

Each of the Licensee and the Client acknowledges and agrees that it (and/or any Authorised Person) is permitted to submit Orders through the DMA Service only if it or they do so using the Security Information.

**4.2 Responsibility for submitting Orders**

Each of the Licensee and the Client:

- (a) determines the time at which Orders are submitted through the DMA Service;
- (b) is responsible for all Orders submitted through the DMA Service (whether as principal or as agent for the Client) using the Security Information, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry;
- (c) is bound by any agreement entered into on its behalf in reliance on such Orders;
- (d) is liable for any reasonable expense incurred by ANZIEX in reliance on such Orders; and
- (e) accepts the sole risk and responsibility for Orders submitted by it through the DMA Service, including any Order submitted in error.

**4.3 Order priority**

Each of the Licensee and the Client acknowledges that:

- (a) all Orders submitted by it (whether as principal or as agent for the Client) through the DMA Service are, subject to any Filters, entered on an ASX Trading Platform in the sequence in which they are received, and otherwise as expeditiously as practicable; and
- (b) this may result in ANZIEX's principal orders being satisfied ahead of an Order.

**4.4 Acknowledgment about resubmitting purged Orders**

The Licensee and the Client acknowledge that Orders purged from an ASX Trading Platform by ASX will not be resubmitted to that ASX Trading Platform by ANZIEX.

**4.5 No pre-arranged Orders**

Each of the Licensee and the Client undertakes to ensure that any Orders placed through the DMA Service which match opposite orders placed by ANZIEX in a ASX Trading Platform, either as agent or principal, will be of an accidental nature, meaning that no pre-arrangement of the matched orders will have taken place with ANZIEX, and will not detract in any way from your Orders transacting in a ASX Trading Platform under strict rules of time and price priority.

**5. ORDERS RELATING TO DERIVATIVES PRODUCTS**

**5.1 Derivatives Client Terms**

The Client must not, and the Licensee must not on behalf of the Client, submit an Order through the DMA Service in relation to a Derivatives Product unless the Client has signed and returned a copy of this agreement (including schedule 2) to ANZIEX or otherwise confirmed in writing to ANZIEX that the Client agrees to be bound by the terms of this agreement (including schedule 2).

**5.2 Closing Out Derivatives Contracts**

If, as a result of Orders submitted by the Licensee or the Client through the DMA Service, a Derivatives Contract registered in the Client's account with ANZIEX as Buyer and a Derivatives Contract in the same Series or Delivery Month is registered in the Client's account with ANZIEX as Seller, ANZIEX will use its best endeavours to ensure that the corresponding Derivatives Contracts registered with ACH are closed out by ACH in accordance with ACH Clearing Rule 13.2.

However, each of the Licensee and the Client acknowledges and agrees that the Client's obligations in relation to those Derivatives Contracts continue in force until ACH has closed out the corresponding Derivatives Contracts registered with it in accordance with ACH Clearing Rule 13.2.

**5.3 Exercise of a Derivatives Contract**

Each of the Licensee and the Client acknowledges that, if the Client wishes to exercise a Derivatives Contract registered in the Client's account with ANZIEX:

- (a) neither the Licensee nor the Client is able to do so through the DMA Service (whether or not that Derivatives Contract was bought through the DMA Service); and
- (b) the Licensee must contact ANZIEX directly in order to communicate the Client's instruction to exercise that Derivatives Contract.

**6. ORDERS TO PURCHASE WARRANTS**

The Client must not, and the Licensee must not on behalf of the Client, submit an Order through the DMA Service to purchase Warrants unless the Client has signed and returned a copy of this agreement (including schedule 3) to ANZIEX or otherwise confirmed in writing to ANZIEX that the Client agrees to be bound by the terms of this agreement (including schedule 3).

**7. ORDERS TO PURCHASE PARTLY PAID SECURITIES**

The Client must not, and the Licensee must not on behalf of the Client, submit an Order through the DMA Service to purchase Partly Paid Securities unless the Client has signed and returned a copy of this agreement (including Schedule 4) to ANZIEX or otherwise confirmed in writing to ANZIEX that the Client agrees to be bound by the terms of this agreement (including schedule 4).

**8. TRADING RULES**

**8.1 DMA Trading Limits**

ANZIEX may at any time through the DMA Service impose, and from time to time vary, DMA Trading Limits. Without limitation, ANZIEX may impose DMA Trading Limits on any or all of the following:

- (a) the value or number of any buy Orders or trades;
- (b) the value or number of any sell Orders or trades;
- (c) the available cleared funds;

- (d) the available sponsored stock;
  - (e) the net value of any buy Orders or trades less sell Orders or trades;
  - (f) the gross value of any buy Orders or trades and any sell Orders or trades;
  - (g) the value of any Order or trade; and
  - (h) the value of any Order submitted by one or more Authorised Person, or trade undertaken by such a person.
- Each of the Licensee and the Client must comply, and ensure that each Authorised Person complies, with all applicable DMA Trading Limits.

### 8.2 Prohibited orders

Each of the Licensee and the Client must ensure that:

- (a) each Authorised Person accesses the DMA Service in a way that ensures fairness, efficiency and ongoing protection of market integrity;
- (b) it does not place an Order through the DMA such that the beneficial ownership of the financial products which are the subject of the Order would not change if the Order was executed;
- (c) it does not take any action, fail to take any action or place any Order through the DMA Service where that Order (or the resulting transaction) would violate or cause or result in the Licensee, the Client or ANZIEX violating any Applicable Regulation, including without limitation, any Applicable Regulation in relation to:
  - (i) market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching of orders;
  - (ii) insider trading;
  - (iii) front running;
  - (iv) fraud;
  - (v) creation of a disorderly market or otherwise prejudicing the integrity or efficiency of the market; or
  - (vi) misleading or deceptive conduct; and
- (d) each Order is submitted in accordance with these terms or any policy or operational guideline published by ANZIEX from time to time in relation to the DMA Service.

### 8.3 Filters

ANZIEX may impose Filters to restrict the placement of any Orders or the execution of any trades through the DMA Service, including (without limitation) Filters whose object is to: (a) prevent a breach of the provisions set out in this clause 8;

- (b) prevent Orders being registered with an ASX Trading Platform where the price at which the Order is submitted through the DMA Service is too far from the prevailing market price for the relevant security or financial product;
- (c) ensure that ACOP does not interfere with the efficiency and integrity of the market conducted by ASX;
- (d) ensure that ACOP does not interfere with the proper functioning of any ASX Trading Platform; or
- (e) facilitate compliance with, and prevent breaches of, the Applicable Regulations.

ANZIEX has, and accepts, no responsibility or liability to the Client, a client or any person claiming through the Client for failing to submit such Orders to an ASX Trading Platform.

### 8.4 Delays

Each of the Licensee and the Client acknowledges that there may be delays in the processing or execution of an Order placed through the DMA Service, and:

- (a) an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed;
- (b) the Licensee and the Client remain liable to ANZIEX to settle the original Order, until any relevant amendment or cancellation is effected; and
- (c) ANZIEX will not be liable for any loss or damage to the Licensee or the Client by reason of any delay in processing any Order submitted through the DMA Service.

### 8.5 ANZIEX takes no responsibility

Each of the Licensee and the Client acknowledges that ANZIEX takes no responsibility for the processing, execution or cancellation of any Orders placed through the DMA Service or for any delays in relation to the same.

## 9. RECONCILIATION

If:

- (a) the Client entered the Order into the DMA Service, the Client; is responsible; or
  - (b) the Licensee entered the Order into the DMA Service, the Licensee is responsible,
- for reconciling end-of-day confirmations against its records on any given trading day, and must communicate to ANZIEX, any discrepancies found in this reconciliation before the market opens on the next trading day. Each of the Client and the Licensee acknowledges that ANZIEX is not responsible in any circumstances for the losses of any kind of the Licensee or the Client that occur through errors that go undetected as a result of the failure of the Client or the Licensee (as the case may be) to perform this reconciliation.

## 10. PRINCIPAL TRADING BY ANZIEX

Each of the Licensee and the Client acknowledges that ANZIEX and/or any of ANZIEX's related bodies corporate may:

- (a) enter a transaction in securities, derivatives, warrants and other financial products on ASX as principal and, where permitted by law, may take the opposite position in any such transaction, acting either for a client or on ANZIEX's own account (and the Licensee and the Client consent to ANZIEX and/or ANZIEX's related bodies corporate entering such transactions and taking such positions); and
- (b) place principal orders on the same terms as any Order, and that ANZIEX's order may be filled before an Order due to it being entered into the relevant ASX Trading Platform prior to the Order.

## 11. ANZIEX'S WARRANTIES AND LIABILITIES

### 11.1 No representations or warranties about the DMA Service

Subject to those provisions of the *Trade Practices Act 1975* (Cth) and any other rights implied by law, which cannot be excluded by agreement between the parties, ANZIEX makes no representations or warranties express or implied, including without limitation, any implied warranties as to merchantability, quality or fitness for a particular purpose or otherwise (including as to accuracy, currency, availability, completeness or quality) with respect to the DMA Service.

### 11.2 Exclusion of liability

Each of the Licensee and the Client acknowledges that the DMA Service is provided at its risk and that to the extent permitted by law, ANZIEX excludes all liability in contract, tort (including negligence) or otherwise relating to or resulting from use of the DMA Service, including without limitation, liability for any loss or damage (including incidental, indirect and consequential loss and damage, loss of prospective profits, or expenses) incurred or suffered by the Licensee or the Client directly or indirectly, as a result of:

- (a) any defect, delay, failure, inaccuracy in, use of or inability to use the DMA Service; or
- (b) any government restriction, exchange or market rulings, suspension of trading computer or telephone failure, unlawful access to the DMA Service, theft, sabotage, war, earthquakes, strikes force majeure and without limitation, any other conditions beyond ANZIEX's control.

### 11.3 Limitation of liability in any event

ANZIEX's liability shall in any event be limited to:

- (a) in the case of goods, replacement or repair of the goods; and
- (b) in the case of services, re-supply of the services.

### 11.4 System and trading risks

Each of the Licensee and the Client acknowledges that there is significant risk in trading through a system, including the DMA Service, which is serviced by means of computer and telecommunications systems, even where generally accepted industry standards and practices are followed, including that:

(a) the access to and use of the DMA Service cannot be operated in all circumstances without error including, without limitation, errors in computer programs and telecommunications systems. These errors may result in, among other things:

- (i) a delay in telecommunications services;
- (ii) interrupted service and faults, such that the DMA Service may not remain accessible at all times during the trading day and there may be problems affecting the stability of the DMA Service that could cause the Licensee or the Client to be unable to enter Orders via the DMA Service during normal trading hours;
- (iii) Orders and other communications relating to trading and execution not reaching ANZIEX or being lost, rejected or partially received or sent, such that they are not accurately received or sent by the Licensee, the Client or ANZIEX and are not representative of the original content of the Orders and other communications relating to trading and execution;
- (iv) inaccuracies in the provision of the DMA Service and generally;
- (b) the Licensee's and the Client's data may not be protected, and there are risks that other users of the DMA Service, institutions or holders or an Australian Financial Services Licence will be able to see Orders submitted by the Licensee or the Client and other communications relating to trading and execution without the Licensee's or the Client's (or ANZIEX's) consent and that third parties (including persons on private networks) will have the ability to attach to the Licensee's or the Client's network;
- (c) Orders and other communications relating to trading and execution and other data submitted to the DMA Service will not remain confidential;
- (d) the Licensee's or the Client's system may not be compatible with the DMA Service or an ASX Trading Platform, and that this incompatibility may lead to an unstable environment; and
- (e) Orders may be placed through the DMA Service without the Licensee's or the Client's authority by a person using the Security Information given to the Licensee or the Client and accordingly, that trades which have not been authorised by the Licensee or the Client may be executed.

## 12. TERMINATION

ANZIEX may terminate the Licensee's or the Client's participation in the DMA Service at any time by notice in writing.

The Licensee or the Client may terminate its participation in the DMA Service by request in writing to ANZIEX. The Client acknowledges that if the Licensee's participation in the DMA Service is terminated, the Client's participation will also be terminated.

Termination of the Licensee's or the Client's participation does not affect its outstanding obligations under this agreement or any other agreement you have with ANZIEX.

### 13. DEFINITIONS

**Authorised Person** means a person who is nominated and permitted by ANZIEX to submit Orders through the DMA Service using the Security Information provided by ANZIEX or, in the case of the Client, provided by the Licensee.

**ACOP** has the meaning given to Automated Client Order Processing in the ASX Market Rules.

**ASX Trading Platform** means a Trading Platform (as defined in the ASX Market Rules) which is made available by ASX in relation to Cash Market Products (as defined in the ASX Market Rules).

**Client** means the person or persons described as the client in the Application Form in respect of which the Licensee has granted access to the DMA Service.

**Derivatives Contract** has the meaning given to Options Market Contract or Derivatives CCP Contract, each as defined in the ACH Clearing Rules or the corresponding contract between ANZIEX or ANZIEX and you, as the context requires.

**DMA Trading Limits** means the limits that ANZIEX may place on the Orders that may be submitted and/or the trades that may be undertaken through the DMA Service.

**Filters** mean the restrictions ANZIEX imposes, whether by automated or manual means, to limit the Licensee's or the Client's ability to place Orders through the DMA Service.

**Order** means an order for the purchase or sale of (or other dealing in) securities and/or financial products made through the DMA Service using the Security Information provided to you and, as the context requires, includes (without limitation):

- (a) an order or instruction to amend or cancel an existing order submitted through the DMA Service, and
- (b) an order or instruction to open or close out a position in Derivatives Contracts.

**Security Information** means the user code, user name and password given to the Licensee or the Client by ANZIEX in connection with use of the DMA Service.

### SCHEDULE 2

#### DERIVATIVES CLIENT AGREEMENT BETWEEN ANZIEX AND CLIENT

The following terms and conditions apply if the Client is to trade in Derivatives Products.

##### 1. Instructions

The Client may from time to time, through the Licensee or, if the Licensee gives the Client access to the DMA Service, by placing an Order through the DMA Service, instruct ANZIEX to deal in the following kinds of derivatives which are traded on ASX:

- (a) Options (sometimes referred to as Exchange Traded Options);
- (b) Share Ratio Contracts; and
- (c) other kinds of derivatives traded on ASX.

but not including Futures (**Derivative Products**).

If the Client gives instructions to ANZIEX to deal in a Derivative Product in which ANZIEX is not authorised to deal under this clause, ANZIEX will notify the Client immediately and the instruction will be deemed as NOT authorised.

##### 2. Explanatory Booklet (retail investors only) [ASX Minimum Term 2]

The Client has received and read a copy of the current explanatory booklet published by ASX in respect of each Derivative Product.

##### 3. Margins

The Client agrees not to breach, either alone or in concert with others, the position or exercise limits referred to in the Explanatory Booklet described in clause 2 above. The Client agrees to maintain a deposit or bank guarantee for such sum as will from time to time be required by ASX. The Client acknowledges ANZIEX's rights to close out any contract where the Client fails to deposit the required margin or make the required payments as advised by ANZIEX in accordance with ACH Clearing Rules or additional ANZIEX requirements.

##### 4. Authorisation for lodgement and withdrawal of CHESSE Securities with ACH

The Client agrees to authorise ANZIEX Limited ABN 94 073 633 664 (ANZIEX) to lodge or withdraw ACH approved CHESSE Securities held by the Client or the Client's designated accounts with ANZIEX for the purpose of covering ACH margin requirements.

If the Client wishes to write an Option and this Option is to be covered by CHESSE Securities as collateral, the Client agrees to instruct ANZIEX to lodge the relevant CHESSE Securities (including details of A/C number, security code, quantity which is to be lodged).

Note: where practical ANZIEX will lodge CHESSE Securities to offset margins as the need arises. Instructions can be emailed to info@anziex.com.au or call us on 02 8274 6000 where CHESSE Securities are to be sold or withdrawn from ACH, or where CHESSE Securities have not been lodged with ACH and should be.

##### 5. Clearing arrangements between ANZIEX

ANZIEX is a party to a Clearing Agreement, an admitted General Participant of ACH.

Prior to placing an order with ANZIEX to deal in Derivative Products, the Client must have signed a Client Agreement with ANZIEX.

##### 6. Nature of ANZIEX's obligations [ASX Minimum Term 4]

Notwithstanding that ANZIEX may act in accordance with the instructions of, or for the benefit of, the Client, the Client acknowledges that any contract arising from any order submitted to the Market (as defined in the ASX Market Rules), is entered into by ANZIEX as principal.

##### 7. Obligations of Client owed to ANZIEX

The Client acknowledges that, subject to clause 21.1 below, immediately upon execution of a transaction in Derivative Products by ANZIEX on behalf of the Client, ANZIEX is obliged as principal and has the Clearing Obligations (as defined in the ASX Market Rules) for that transaction (including upon registration, obligations to ACH as principal) even though the transaction has been entered into by ANZIEX on the Client's behalf.

Where the Client owes an obligation to deliver funds, security or information to ANZIEX that obligation will not be satisfied by delivery to ANZIEX.

##### 8. Application of ASX Market Rules and ACH Clearing Rules [ASX Minimum Term 1 and 14]

The Client and ANZIEX are bound by the ASX Market Rules, the Corporations Act and the Procedures, customs, usages and practices of ASX and its related entities as amended from time to time in so far as they apply to Derivative Products traded on ASX for the Client.

The Client acknowledges that each Derivative Product registered with ACH is subject to the ACH Clearing Rules and the practices, directions, decisions and requirements of ACH.

##### 9. Authority [ASX Minimum Term 3]

The Client acknowledges that the Client is either:

- (a) acting as principal; or
- (b) acting as an intermediary on another's behalf and is specifically authorised to transact the ASX Derivative Products, by the terms of:

- (i) an Australian financial services licence under the Corporations Act held by the Client;
- (ii) a trust deed (if the Client is a trustee); or
- (iii) an agency contract.

##### 10. Tape recording of conversations [ASX Minimum Term 7]

The Client acknowledges that ANZIEX may record telephone conversations between the Client and ANZIEX. If there is a dispute between the Client and ANZIEX, the Client has the right to listen to any recording of those conversations.

##### 11. Commissions and fees [ASX Minimum Term 6]

The Client must pay to ANZIEX (as agent for ANZIEX) commissions, fees, taxes and charges, charged by ANZIEX in connection with dealings for the Client in Derivative Products at the rates determined by ANZIEX from time to time and notified to the Client in writing.

Commission charged by ANZIEX to the Client is collected by ANZIEX. ANZIEX will account for such commission after deducting fees which ANZIEX charges.

Commission is also payable to ANZIEX, where ANZIEX has been requested (in accordance with the Clearing Agreement), to act on behalf on a contract for the transfer of Underlying Financial Products following the exercise of a Derivatives Contract.

##### 12. Right to refuse to deal [ASX Minimum Term 9]

The Client acknowledges that ANZIEX may at any time refuse to deal in, or may limit dealings in, the Derivative Products for the Client. ANZIEX is not required to act in accordance with the Client's instructions, where to do so would constitute a breach of the ASX Market Rules, ACH Clearing Rules or the Corporations Act. ANZIEX will notify the Client of any refusal or limitation as soon as practicable.

##### 13. Termination of Agreement [ASX Minimum Term 10]

Either the Client or ANZIEX may terminate this Agreement by giving notice in writing to the other. Termination will be effective upon receipt of the notice by the other party.

##### 14. Effect of termination [ASX Minimum Term 11]

Termination does not affect the existing rights and obligations of the Client or ANZIEX at termination.

Upon termination of this Agreement, ANZIEX will close out all Derivatives Contracts entered into by ANZIEX and registered in the Client's Account, unless, in accordance with a direction from the Client, the registration of those contracts is transferred to another Clearing Participant in accordance with the ACH Clearing Rules.

##### 15. Amendment

This Agreement may be amended by ANZIEX from time to time. ANZIEX will give the Client 10 days notice of any amendment, after which time, the amendment will become effective.

#### **16. Revised Terms prescribed by ASX [ASX Minimum Term 12]**

If ASX prescribes amended minimum terms for a Client Agreement for the Derivative Products for the purposes of the ASX Market Rules (**New Terms**), to the extent of any inconsistency between these terms and the New Terms, the New Terms will override the terms of the Client Agreement and apply as if the Client and ANZIEX had entered into an agreement containing the New Terms.

#### **17. ANZIEX to provide Client with copy of changes [ASX Minimum Term 13]**

ANZIEX will provide a copy of the New Terms to the Client as soon as practicable after ASX prescribes the New Terms.

#### **18. Dealing as Principal [ASX Minimum Term 5]**

The Client acknowledges that ANZIEX may, in certain circumstances permitted under the Corporations Act and the ASX Market Rules, take the opposite position in a transaction in the Derivative Products, either acting for another client or on its own account.

#### **19. Investment in ASX Derivative Products**

The Client has formed the view that investment in Derivative Products is appropriate to the Client's financial situation, investment objectives and particular needs.

#### **20. Client to Provide Information [ASX Minimum Term 8]**

The Client will take all reasonable steps to deliver information or documentation to ANZIEX, or cause information or documentation to be delivered to ANZIEX concerning transactions in Derivative Products (including Option Transactions) which are requested by a person having a right to request such information or documentation. ANZIEX is authorised to produce the information or documentation to the person making the request.

The Client agrees that ANZIEX may disclose such information (or documentation), any of the Client's account details and information (or documentation) regarding transactions in financial products (including transactions relating to Derivative Products or to the exercise of Derivative Products) of the Client to ANZIEX for use for the purposes of this agreement, and for the purposes of monitoring compliance by the Client, ANZIEX with their regulatory and contractual obligations, and resolving disputes.

#### **21. Allocation (give up)**

##### **21.1 Client acknowledgement**

The Client acknowledges that ANZIEX is obliged as principal and has the Clearing Obligations in respect of all transactions in relation to Derivative Products which are executed by ANZIEX on behalf of the Client, unless, in relation to a specified transaction or transactions:

- (a) the Client has consented to the allocation of the Derivatives Contract to another Clearing Participant;
- (b) ANZIEX has consented to the allocation of the Derivatives Contract to that other Clearing Participant;
- (c) ANZIEX has provided that consent prior to the Derivatives Contract being registered with ACH;
- (d) that other Clearing Participant has accepted the allocation of those trades in accordance with the ACH Clearing Rules; and
- (e) that other Clearing Participant has entered into a Client Agreement with the Client which complies with the ACH Clearing Rules.

##### **21.2 Authorisations with respect to derivatives contracts**

For the purposes of clause 21.1(a), the Client authorises ANZIEX in respect of any Derivatives Contract arising out of a transaction in a Derivative Product executed by ANZIEX to:

- (a) instruct ANZIEX on behalf of the Client from time to time in its discretion, to allocate a Derivatives Contract to another Clearing Participant (**Second Clearing Participant**); and
- (b) consent on behalf of the Client to the allocation of that relevant Derivatives Contract to a Second Clearing Participant, provided that, at the time the instruction and consent are given to ANZIEX, an agreement exists between the Client and the Second Clearing Participant which complies with the ACH Clearing Rules (and any other applicable rules or law) and sets out the terms of their relationship in relation to the clearing of transactions in Derivative Products.

##### **21.3 Credit references**

The Client agrees that ANZIEX may make such enquiries as it thinks fit of any person, including the Client's employer, bank or credit agency, relating to the creditworthiness of the Client and disclose the result of those enquiries to ANZIEX for the purposes of ANZIEX's risk assessment.

##### **21.4 Confirmations**

The Client acknowledges that any confirmation (contract note/daily statement) dispatched electronically to the Client by or on behalf of ANZIEX is subject to:

- (a) the terms and conditions of this agreement;
- (b) the ASX Market Rules, directions, decisions and requirements of ASX and where relevant the ASTC Settlement Rules;

(c) the customs and usages of the Market (as defined in the ASX Market Rules); and

(d) the correction of errors and omissions.

If the Client is a Wholesale Client for the purposes of the ASX Market Rules, ANZIEX may elect not to give any Confirmations to it in relation to Derivatives Transactions executed for it. If ANZIEX so elects, this agreement is taken to be the notification required to be given by ANZIEX to the Client under the ASX Market Rules.

#### **22. Cancellation of Trades**

##### **22.1 Broker authorisation with respect to cancelled transaction**

The Client authorises ANZIEX, and agrees that ANZIEX may, without the Client's consent, cancel or amend (or request or agree to the cancellation or amendment of) any transaction in Derivative Products or any Derivative Contract to which a confirmation relates:

- (a) if ASX exercises its power under the ASX Market Rules to cancel or amend (or require the cancellation or amendment of) that transaction or Derivatives Contract; or
- (b) in the event of an Error (as defined in the ASX Market Rules) or otherwise in circumstances contemplated in the ASX Market Rules.

##### **22.2 Obligations cease with respect to cancelled transaction**

The obligations of ANZIEX and the Client relating to settlement and clearing of a transaction cease to apply in respect of a cancelled transaction from the time it is cancelled.

#### **23. Governing law**

This Agreement is governed by the law in force in New South Wales and the Client and ANZIEX submit to the non-exclusive jurisdiction of the courts of New South Wales and courts which may hear appeals from those courts.

#### **24. Joint and Several Liability**

If the Client constitutes more than one person then each of those persons is jointly and severally bound by this Agreement and ANZIEX is entitled to act on the instructions of any one of those persons.

#### **25. Privacy**

ANZIEX agrees to comply with its obligations under the *Privacy Act 1988* (Cth) (as amended from time to time) to the extent relevant to this Agreement.

#### **26. Interpretation**

Unless the contrary intention appears:

**ACH** means Australian Clearing House Pty Limited ABN 48 001 314 503.

**ACH Clearing Rules** means the operating rules of ACH as amended from time to time.

**ASTC** means ASX Settlement and Transfer Corporation Pty Limited ABN 49 008 504 532.

**ASTC Settlement Rules** means the operating rules of ASTC as amended from time to time.

**ASX** means ASX Limited ABN 98 008 624 691.

**ASX Market Rules** means the operating rules of ASX as amended from time to time.

**Client** means the person or persons described as the client in the Application Form.

**Derivatives Contract** means a Derivatives Market Contract (as defined in the ASX Market Rules) or a Derivatives CCP Contract (as defined in the ACH Clearing Rules) or the corresponding contract between ANZIEX and the Client, as the context requires.

**Derivative Product** has the meaning given to it in clause 1.

**Derivatives Transaction** has the meaning given to Derivatives Market Transaction in the ASX Market Rules and where the context requires includes the sale or purchase of Underlying Financial Products following the exercise of a Derivatives Contract. Other words and phrases defined in the ASX Market Rules, the ACH Clearing Rules and the ASTC Settlement Rules have the meaning given to them in the applicable Rules. A copy of these Rules is available on request.

Words expressed in the singular include the plural and vice versa.

A reference to a document or agreement includes any variation or replacement of it.

#### **SCHEDULE 3**

#### **WARRANT CLIENT AGREEMENT BETWEEN ANZIEX AND CLIENT**

The following terms and conditions apply if the Client is to purchase Warrants. The Client agrees and acknowledges that:

- (a) it has received and read a copy of the Explanatory Booklet issued by ASX in respect of Warrants ("Understanding Trading and Investment Warrants", available electronically at the following link: <http://www.asx.com.au/markets/pdf/Warrants.pdf> or in paper form on request by contacting ANZIEX);
- (b) a Warrant has a limited life and cannot be traded after its expiry date;
- (c) it is aware that Warrants do not have standardised Terms of Issue and it is the responsibility of the Client to become aware of the Terms of Issue of any Warrant in which the Client invests;
- (d) Warrants may be subject to adjustments after their initial issue. The Client acknowledges that it the Client's responsibility to

become aware of any adjustments which may have been made to any Warrant in which the Client chooses to invest;  
(e) admission to Trading Status of a Warrant does not imply that ASX or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor; and  
(f) failure of the Warrant-Issuer or the Guarantor (if applicable) to fulfil their obligations does not give rise to a claim against ASX, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

Words used in this Schedule 3 have the meanings given to them in the ASX Market Rules, ACH Clearing Rules or the ASTC Settlement Rules. If you require a copy of these definitions please contact the Licensee.

***If the Client wishes to purchase Derivatives Products and/or Warrants, the Client must either sign and return a copy of this agreement (including Schedule 2 and/or Schedule 3 as the case may be) to ANZIEX or otherwise confirmed in writing to ANZIEX that the Client agrees to be bound by the terms of this agreement (including Schedule 2 and/or Schedule 3 as the case may be).***

#### **SCHEDULE 4**

##### **PARTLY PAID SECURITY CLIENT AGREEMENT BETWEEN ANZIEX AND CLIENT**

The following terms and conditions apply if the Client is to buy Partly Paid Securities. The Client agrees and acknowledges that it is aware that:

- (a) a Partly Paid Security is a security which may require the Client to make a further payment or payments at some time in the future;
- (b) it is the Client's responsibility to obtain and read a copy of the prospectus, product disclosure statement or information memorandum issued by an Issuer which sets out the particular

features of, and rights and obligations attaching to, a Partly Paid Security before placing an order to buy a Partly Paid Security;  
(c) the Client may be liable for further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an Issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against the Client to recover the outstanding payments and/or may result in the forfeiture of the Client's entitlement to the Partly Paid Security;

(d) in certain circumstances the Client may be liable to make a further payment on a Partly Paid Security despite the fact that the Client may have disposed of a Partly Paid Security prior to the date that a further payment falls due;

(e) the Client should monitor announcements made by the Issuer of a Partly Paid Security and that it is the Client's responsibility to inform itself of the date/s or circumstances that a further payment falls due and the last day that it can dispose of the Partly Paid Security before becoming liable for a further payment;

(f) the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due; and

(g) an obligation on the Client in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against ANZIEX, the Licensee, ANZIEX, ASX, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

Words used in this Schedule 4 have the meanings given to them in the ASX Market Rules, ACH Clearing Rules of the ASTC Settlement Rules. If you require a copy of these definitions please contact the Licensee.

***If the Client wishes to purchase a Partly Paid Security, the Client must either sign and return a copy of this agreement (including Schedule 4) to ANZIEX or otherwise confirm in writing to ANZIEX that the Client agrees to be bound by the terms of this agreement (including Schedule 4).***

**ANZIEX TERMS AND CONDITIONS**

(including DMA Service Terms, Derivatives Client Agreement, Warrant Client Agreement and Partly Paid Security Client Agreement)

The Client named below agrees to be bound by the ANZIEX Terms and Conditions set out in this document, (including schedules 1, 2, 3 and 4).

**EXECUTED** as an agreement.

\_\_\_\_\_  
Name of Client (i.e. Account Name) ABN/ACN (if applicable)

**IF THE CLIENT IS A NATURAL PERSON:**

**SIGNED** by the Client named above in the presence of:

Signature of client .....

Name .....

Signature of witness .....

Name of witness .....

Date: ...../...../200.....

**IF THE CLIENT CONSISTS OF 2 NATURAL PERSONS, THE SECOND PERSON IS TO SIGN HERE:**

**SIGNED** by the Client named above in the presence of:

Signature of client .....

Name .....

Signature of witness .....

Name of witness .....

Date: ...../...../200.....

**IF THE CLIENT IS A CORPORATION:**

**EXECUTED** by the Client named above:

Signature of director/\*\*sole director and secretary .....  
(Crossout whichever option is not applicable)

Name .....

Signature of second director or secretary .....

Name .....

Date ...../...../200.....

*\*\*This option should only be selected if the company is an Australian proprietary company which has only one director that person is also the only secretary.*

**SIGNED** for ANZIEX, by its duly authorised officer, in the presence of:

Signature of officer .....

Name of officer .....

Signature of witness .....

Name of witness .....

Date: ...../...../200.....