

# **TRADING TERMS & CONDITIONS..**

# TRADING TERMS AND CONDITIONS

By executing the Account Application or placing an order with Bell Potter Securities Limited ("Bell Potter") on an existing or new account, or by continuing to provide existing security or by providing new security for any other Bell Potter client, the Client named in that form or in whose name the account exists or who continues to provide, or who provides such security, (the "Client") agrees to be bound by the following terms and conditions and as they may be amended from time to time.

## 1. REGULATORY COMPLIANCE

These terms and conditions are subject to, and the Client agrees to comply with, ASX Limited (ASX) Operating Rules, ASX Clear Operating Rules, and ASX Settlement Operating Rules (as applicable) (together referred to as the ASX Group Rules), the rules, customs and usages of the exchange on which the financial product is executed, being a recognised stock exchange under the ASX Group Rules, the Chi-X Australia Pty Limited (Chi-X) Operating Rules (Chi-X Rules), the clearing house of any such exchange, ASIC Market Integrity Rules, the Corporations Act and any other applicable law as amended from time to time (collectively "Regulatory Rules"), in the jurisdiction in which the financial products is executed.

## 2. INVESTMENT IN FINANCIAL PRODUCTS

Where the Client is seeking personal financial advice, the Client acknowledges that they have completed a Client Profile to ensure that any securities recommendation made to them is considered and reasonable. The Corporations Act requires an adviser to have regard to the Client's investment objectives, financial situation and needs, before making a recommendation to acquire a financial product. The Client acknowledges that they have formed the view that trading through the Account is appropriate to the Client's investment objectives, situation and needs and Bell Potter is entitled to rely on that acknowledgement when accepting and acting upon the Client's instructions.

The Client acknowledges that in the absence of providing such personal information to a Bell Potter adviser, any recommendation made to the Client will be a general securities recommendation only.

Bell Potter does not give any guarantee concerning the performance or return on capital of any investment recommended

to the Client or in which the Client may deal.

## 3. WARRANTIES

By completing and executing this Agreement with Bell Potter, the Client warrants that:

- a. all the information provided by the Client in the Account Application, Client Investment Profile or as notified to Bell Potter from time to time is complete and correct and can be relied upon by Bell Potter until Bell Potter receives written notification of any change;
- b. the Client has the legal right and power to enter into this Agreement;
- c. if the Client is an individual, the name in which the Client opens an account with Bell Potter is the name the Client is generally known by and is not an alias;
- d. if the Client is or purports to be a body corporate, the Client is duly incorporated and existing;
- e. if the Client is a trustee:
  - i. the Client agrees that this Agreement will bind the Client in both a personal capacity and in the Client's capacity as a trustee.
  - ii. the Client represents and warrants to Bell Potter that:
    - the Client can be indemnified out of the assets of the trust for all liabilities incurred under this Agreement; and
    - the Client has properly exercised the Client's trust powers and has full authority under the trust to enter into this Agreement.
  - iii. if the Client is a trustee of a superannuation fund, the Client further represents and warrants to Bell Potter that:
    - the Client has formulated and given effect to an Investment

Strategy for the superannuation fund, in accordance with superannuation law; and

- when seeking personal securities advice from Bell Potter, the Client will keep Bell Potter informed of such Investment Strategy; and
  - the Client's investment instructions to Bell Potter will be in accordance with, and are consistent with, the superannuation fund's Investment Strategy; and
  - when a Derivatives Risk Statement is required pursuant to superannuation law or by the regulator, (whether on account of the fact that the trustee is simultaneously charging the assets of the fund or for any other reason such a Statement may be required) the Client will not instruct Bell Potter in relation to the opening of derivative transactions without such a Risk Management Statement being in existence and any such instructions shall be in accordance with the Derivatives Risk Statement.
- f. by giving instructions to Bell Potter, the Client warrants that:
    - i. it is not an employee of another Participant of the ASX Group of companies or Chi-X;
    - ii. it has sufficient funds and Financial Products, and is otherwise able, to meet any obligations which may arise from those instructions; and
  - g. if a duly appointed attorney of the Client has executed this Agreement, and gives instructions to Bell Potter pursuant to it, the Client warrants to Bell Potter that, at those times, the power of attorney has not been

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

revoked and validly empowers the attorney to so act.

## 4. DIRECTORS INDEMNITY

Where you execute this Agreement in the capacity of a director or officer of a body corporate ("the Client"), you agree to indemnify Bell Potter against any liability incurred as a consequence of any dealing on any account established by the Client as well as any liability or loss arising from, and any costs, damages, charges and expenses incurred in connection with:

- a. any failure by the Client to pay Bell Potter any monies which are due and payable by the Client on any account whatsoever of the Client; and
- b. any failure by the Client to fulfill its obligations to Bell Potter.

Where there is more than one person who executes this Agreement in the capacity of director or officer of the Client, they acknowledge that they have assumed joint and several liability for any monies payable to Bell Potter by the Client and that Bell Potter may pursue recovery against one or any of them at its discretion.

The indemnity will be a principal and continuing obligation and will be in addition to and not merge with, or be affected by, any other security held by Bell Potter, now or in the future, notwithstanding any rule of law or equity, or any statutory provision to the contrary.

## 5. NON-DISCRETIONARY ACCOUNT

The Client acknowledges as follows:

- a. that the Account opened by the Client with Bell Potter pursuant to these terms and conditions is a non-discretionary account and that Bell Potter will not act on a discretionary basis on the Client's behalf or for the Client's benefit except with regard to price and timing of execution; and
- b. that the Client and Bell Potter must enter into a separate written agreement in order for a Client's account to be traded on a discretionary basis other than as regards price and timing of execution.

## 6. CASH MANAGEMENT / BANK ACCOUNT

For the purposes of executing and settling transactions for a Client, Bell Potter may request the Client to, either:

- a. establish a Cash Management Trust account or call deposit facility in the Client's name, and authorise Bell Potter (in a manner satisfactory to Bell Potter in its absolute discretion) to operate that account; or
- b. authorise Bell Potter (in a manner satisfactory to Bell Potter in its absolute discretion) to operate an existing Cash Management Trust account or call deposit facility in the Client's name; or
- c. authorise Bell Potter (in a manner satisfactory to Bell Potter in its absolute discretion) to operate a Bank Account in the name of the Client.

Bell Potter may pay trust funds held on behalf of the Client into any such account.

## 7. REGISTRATION AND SPONSORSHIP

Financial Products transactions executed by Bell Potter pursuant to the Client's instructions shall, subject to the Client meeting Bell Potter's settlement terms, be registered according to the details set out in the Account Application, as amended by the Client by notice in writing from time to time.

Unless the Client has indicated otherwise by ticking the "No" box electing not to be Sponsored by Bell Potter in CHES, by executing the Account Application the Client is electing to have the Client's ASX listed Financial Products sponsored by Bell Potter in the Clearing House Electronic Sub-register System (CHES) on the CHES Sponsorship Terms and Conditions included in Bell Potter's Account Opening Form and may be amended from time to time.

The Client's CHES Sponsor Bell Potter will control the Financial Products holdings established by Bell Potter in CHES on the Client's behalf. Subject to the terms and conditions for operating an account and of CHES Sponsorship, Bell Potter will act on the Client's instructions

to transfer or convert these Financial Products at the Client's request.

With regard to the Client's Financial Products listed on overseas exchanges, these will be held for the account of the Client in the name of Bell Potter's Custodian in or servicing the country in which the Financial Products are listed on an exchange, or in the name of a Bell Potter designated sub-account or the Client's name as Bell Potter shall determine.

The Client agrees to notify Bell Potter immediately of any change to, or inaccuracy in any information, pertinent to the registration of Financial Products in the name of the Client, which has previously been provided by the Client to Bell Potter.

## 8. INSTRUCTIONS/AUTHORISED PERSONS

Bell Potter may act on any verbal, written or electronic (facsimile or email) instruction of an individual Client, or an officer or employee of a company Client who has been nominated in Section

6 of the Account Application, or any other person who has been nominated in Section 7 of the Account Application or authorised in their place by the Client in writing ("Authorised Person") to give instructions to Bell Potter on the Client's behalf provided that such

person and authorisation are acceptable to Bell Potter. Written or electronic instructions will only be accepted and acted upon if Bell Potter acknowledges receipt by return written or electronic acknowledgement. The fact that a facsimile or email has been sent by the Client or opened by Bell Potter in the case of an email does not constitute Bell Potter's acceptance of the instruction.

Unless Bell Potter has received written notice of the revocation of the authority of any Authorised Person or of the Client's death or incapacity, it is entitled to assume the genuineness and authenticity of any instruction purported to be given by an Authorised Person on behalf of the Client, and the Client is deemed to have ratified and confirmed any such instruction, which will constitute an

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

instruction by the Client for the purposes of these terms and conditions.

Bell Potter is not liable for anything it does or does not do as a result of acting on the instruction given by a person Bell Potter reasonably believes to be the Client or an Authorised Person, as aforesaid.

The Client acknowledges that, while an Authorised Person will be able to instruct Bell Potter in relation to the Client's account, Bell Potter, in its absolute discretion, may require verbal, written or electronic confirmatory instructions from the Client.

Bell Potter, in its absolute discretion, may decline any instructions given by the Client or an Authorised Person, as aforesaid, at any time.

Notwithstanding anything contained in this Clause, an Authorised Person in relation to a Client's account shall not be entitled to direct Bell Potter as to the provision of the Client's securities as third party collateral of another Client's account or to direct Bell Potter as to the payment of funds held in the Client's account with Bell Potter or any other associated entity to anyone other than the Client.

## 9. JOINT ACCOUNTS

If the Client consists of more than one person, these terms and conditions bind them jointly and severally, and each of those persons has full authority to operate the Client's account, and Bell Potter may act on the instructions of any one of those persons without the necessity to refer to, or to notify, any other person. Any representations, warranties and undertakings made are made by each of them jointly and severally. Signatures of all of those persons will be required to give directions relating to payments to third parties and for changes related to sponsored holdings.

## 10. STOP LOSS ORDERS

Bell Potter does not accept contingent orders to limit losses while maintaining a position ("stop loss orders") under any circumstances.

## 11. TRADE CONFIRMATIONS

Trade Confirmations are issued subject to ASIC Market Integrity Rules, the Rules, directions, decisions and requirements of ASX and Chi-X, the Corporations Act and the Clearing Rules and where relevant, the Settlement Rules and the customs and usages of the ASX, NSX and Chi-X Markets, the rules, customs and usages of the exchange on which the transaction is executed and its clearing house (as applicable) and the correction of errors and omissions.

The Client agrees to be bound by the terms set out on Trade Confirmations issued by Bell Potter.

Bell Potter will send all Trade Confirmations and many other notifications under these Terms (unless Bell Potter expressly says otherwise in these Terms) to you by email. Therefore you must ensure the email address Bell Potter have for you is correct at all times. You acknowledge that Bell Potter will rely on this email address to ensure you receive important communications from Bell Potter. Bell Potter will not be liable to you for any notification you do not receive as a result of Bell Potter relying upon the wrong email address due to your failure to notify Bell Potter of a new email address.

Clients receiving Trade Confirmations via email from Bell Potter acknowledge that such Trade Confirmations are subject to:

- i. the directions, decisions and requirements of the Market Operator, these Rules, the Market Operating Rules, the Clearing Rules and where relevant, the Settlement Rules;
- ii. the customs and usages of the Market; and
- iii. the correction of errors and omissions.

If you don't have an email account, you will receive Trade Confirmations by post.

Upon receipt of a Trade Confirmation, you will check it to ensure Bell Potter has accurately followed your instructions regarding your order; and you will contact Bell Potter immediately if you dispute or disagree with the content of the Trade Confirmation.

Trade Confirmations shall be conclusive evidence of the facts stated therein if not objected to in writing by the Client prior to the Settlement Date defined in Clause 12.

## 12. SETTLEMENT OF TRANSACTIONS

The Client agrees to settle all transactions (by paying for all purchases and making good delivery of all financial products sold) to enable Bell Potter to settle the Client's dealings with the relevant market on the Settlement Date appearing in the Trade Confirmation confirming the execution of a transaction in accordance with the Client's instructions. In these terms and conditions, the "Settlement Date" is 10.00am on the date for settlement specified on the face of the relevant Trade Confirmation or, if not specified, in accordance with the ASX Group or Chi-X Rules.

Bell Potter may pay, appropriate or allocate (as the case requires) all credits of and all monies received from or on behalf of the Client as it thinks fit in order to satisfy or discharge any amount owed by the Client to Bell Potter on any account whatsoever, and Bell Potter is not liable to the Client in connection with any such payment, appropriation or allocation.

If the Client has provided Bell Potter with authority to directly debit or credit either an internal or an external Cash Management Account or an external Bank Account, Bell Potter will automatically debit funds from that nominated account to satisfy the Client's obligations to settle with, pay fail fees and interest to, and indemnify Bell Potter hereunder.

## 13. PURCHASES

Payment for purchases must be received by Bell Potter to enable Bell Potter to effect settlement with the relevant market by the Settlement Date. Bell Potter may demand immediate payment on the Settlement Date or may apply on or after Settlement Date any monies held in any account of the Client to which Bell Potter has access to satisfy this obligation. Payment in cash is not acceptable.

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

## 14. SALES

All required security holder information (including Shareholder Reference Numbers ("SRNs")) and, if sponsored by another broker, Holder Identification Number ("HIN") together with a letter signed by the Client authorising Bell Potter to access the relevant Financial Products from that other broker and documentation (including certificates (if any)) for the Financial Products sold must be delivered to Bell Potter to enable Bell Potter to effect settlement with the relevant market by the Settlement Date. The Client authorises Bell Potter to appropriate any Financial Products sponsored or otherwise held on the Client's behalf to satisfy this delivery obligation. Bell Potter may demand immediate delivery of appropriate Financial Products at any time on or after Settlement Date of a sale. Credits in respect of sales are not available until the latest of:

- a. settlement of the sale;
- b. all required security holder information and documentation has been delivered; and
- c. all amounts due by the Client to Bell Potter have been paid.

## 15. DOCUMENTATION

- a. If Financial Products are purchased or sold by the Client pursuant to a Power of Attorney or on behalf of a deceased estate, the Client must forward to Bell Potter prior to the transaction (unless previously sighted by it) a certified copy of the relevant Power of Attorney, Letters of Administration or Probate or other relevant documents (as the case requires).
- b. If Financial Products are purchased or sold by the Client on behalf of a trust, the Client must, if requested by Bell Potter, forward to Bell Potter a copy of an extract of the trust deed identifying the parties of the trust.

## 16. CANCELLATION

The Client authorises Bell Potter to, and agrees that Bell Potter may:

- a. in its absolute discretion having regard to the desirability of

maintaining a fair and orderly market; or

- b. if requested by ASX or Chi-X; or
- c. pursuant to or as contemplated by the ASX Group or Chi-X Rules or the rules of the exchange on which the transaction is executed and its clearing house; or
- d. in accordance with the customs, usages, practices or procedures of ASX Group or Chi-X, the exchange on which the transaction is executed and its clearing house;

request or agree to the cancellation of any transactions relating to the sale or purchase (as the case may be) of some or all of the Financial Products to which the Trade Confirmation relates, without the consent of the Client.

The obligations of the Client and Bell Potter's obligations in relation to the settlement of a transaction cease to apply in respect of a cancelled transaction from the time it is cancelled.

## 17. BROKERAGE AND OTHER CHARGES

The Client must pay to Bell Potter by the Settlement Date a brokerage charge for each Financial Product transaction at the standard Bell Potter brokerage rate (including the standard minimum brokerage rate) applicable at the time of each Financial Product transaction, or at such rates otherwise agreed between Bell Potter and the Client. Such standard or agreed charge will be confirmed in the Trade Confirmation for the particular Financial Products transaction.

In addition, the Client must pay to Bell Potter by the Settlement Date all fees, taxes and duties Bell Potter incurs, including GST on the brokerage charge, in providing services to the Client.

## 18. TRANSACTIONS NOT SETTLED OR SECURED BY CASH

Where, at any time either before or after these Trading Terms and Conditions take effect:

- a. Bell Potter enters into a Financial Products transaction for the Client, which is not settled or secured by cash, but which is secured in favour of Bell Potter by the deposit of equity

securities as collateral by the Client; or

- b. Bell Potter enters into a Financial Products transaction for and on the instructions of a third party, which is not settled or secured by cash, and the Client agrees with the third party to the Client's equity securities being used as collateral to secure to Bell Potter the third parties' settlement of the Financial Products transaction.

The Client hereby charges in favour of Bell Potter such collateral securities as security for the monies owing to Bell Potter on the Financial Product transaction, and Bell Potter may and is hereby so authorised by the Client to:

- i. lodge such collateral equity securities with the ASX Clear as collateral to secure the settlement of a Financial Products contract transacted by Bell Potter for the Client or the third party, in which event any security interest of ASX Clear, with respect to such collateral equity securities, shall take priority over the charge of Bell Potter until such equity securities are released by ASX Clear to Bell Potter when the security interest of ASX Clear will cease;
- ii. refuse to comply with the Client's instructions to withdraw such collateral equity securities and retain them up to a value of 120% of the amount of any outstanding settlement due to be made by the Client or the third party to Bell Potter; and
- iii. on release of the aforementioned collateral equity securities by ASX Clear, as holder of a charge, sell such collateral equity securities and apply the proceeds of sale in reduction of the outstanding settlement obligations of the Client or the third party to Bell Potter. Bell Potter shall have the right to hold a Deed Of Charge pursuant to Clause 19 hereof over the collateral equity securities to secure the settlement of any outstanding payment that may be



# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

due by the Client or the third party to Bell Potter.

## 19. SECURING SETTLEMENT BY A DEED OF CHARGE OVER COLLATERAL EQUITY SECURITIES

Where at any time either before or after these Trading Terms and Conditions take effect, Bell Potter has accepted equity securities from the Client to be held as collateral to secure the settlement of a Financial Products transaction whether executed for the Client or for a third party which the Client has agreed to secure, Bell Potter is entitled to request the Client to execute a Deed of Charge in favour of Bell Potter and/or in favour of ASX Clear charging by way of security those equity securities, to secure all amounts owing or to become owing to Bell Potter by the Client, or the third party in relation to the transaction to which the collateral relates, or in relation to any ASX Clear charge, those amounts and any amounts owing by Bell Potter to ASX Clear on such transaction, on such terms as Bell Potter stipulates, and the Client must execute such Deed or Deeds of Charge within forty-eight hours of the request to do so, failing which the Client hereby appoints each director of Bell Potter severally as its duly appointed attorney to execute on behalf of the Client such Deed or Deeds of Charge, and to sign all further documents and do all things to cause them to be registered at the Australian Securities and Investments Commission.

## 20. FAILURE TO SETTLE

If the Client fails to make payment or deliver any security holder information or documents to Bell Potter by the Settlement Date (or fails to meet its margin obligations in respect of a short sale) ("fails to settle"), whether pursuant to this Agreement or any other Agreement between the Client and Bell Potter, Bell Potter may, and is hereby so authorised by the Client in addition to any rights conferred by the ASX Group or Chi-X Rules, do any one or more of the following:

- a. charge a fail fee calculated by reference to the additional cost, which may be incurred by Bell Potter

as a result of the Client's failure to settle;

- b. sell any Financial Products purchased or otherwise held on the Client's behalf (with the Client being fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of the Client's liability to Bell Potter and to recover Bell Potter's costs in so acting;
- c. buy any Financial Products to close-out any unsettled sale (with the Client being fully responsible for the costs of any such buy in and any loss in connection with such transaction).

In the event that the Client fails to settle, the Client authorises Bell Potter and each of its directors, officers and managers as the Client's attorney to give any instructions on the Client's behalf which Bell Potter or any such attorney deems fit in their absolute discretion in respect of:

- a. the Client's issuer sponsored Financial Products which have been purchased on the instructions of the Client and not settled with Bell Potter with cleared funds before being registered in the Client's name as being issuer sponsored;
- b. any of the Client's Financial Products that are broker sponsored by Bell Potter in CHES;
- c. the Client's Financial Products which have been purchased on the instructions of the Client and are awaiting registration;
- d. the Client's Financial Products held by any nominee company controlled by Bell Potter; and
- e. the Client's funds in cash management trust accounts or call deposit facilities or external s, which Bell Potter is authorised to operate;

to enable Bell Potter to realise those funds, charge and/or nominee those Financial Products or sell those Financial Products and generally to place Bell Potter in a position to apply the aforesaid Financial Products and the proceeds thereof in reduction of the Client's liability to Bell Potter and to recover Bell Potter's costs in so acting.

## 21. INTEREST

If the Client fails to pay an amount to Bell Potter (or following a demand, fails to repay to Bell Potter an amount credited to the Client to which the Client is not entitled) by the due date for payment, the Client must immediately pay to Bell Potter, on demand, interest at a rate of 6% per annum above Bell Potter's Bank's Base Rate, calculated and payable daily, computed from the due date of payment until the amount is paid in full.

## 22. INDEMNITY

Bell Potter will not be liable to the Client for any losses, damages, costs and expenses, of any kind, resulting from or caused by:

- a. the Client giving instructions under this Agreement or otherwise;
- b. the Client failing to give Bell Potter the information referred to in Clause 4, or giving incomplete or incorrect information to Bell Potter;
- c. Bell Potter refusing to act on the Client's instructions;
- d. the Client's use of or reliance on any research reports provided by Bell Potter without seeking advice from the Client's Adviser.
- e. the Client's default under this agreement;
- f. anything lawfully done by Bell Potter in accordance with this agreement or at the Client's request;
- g. Bell Potter complying with any direction, request or requirement of the ASX Group or Chi-X Rules, the Corporations Act or any other regulatory authority;
- h. failure of a Securities Exchange; and
- i. any events or circumstances which Bell Potter cannot reasonably control.

The Client will indemnify, keep indemnified and hold harmless Bell Potter from all claims, losses, actions, demands, amounts, proceedings, liabilities, damages and costs (including legal costs on a full indemnity basis) whatsoever and howsoever arising, paid, suffered or incurred by Bell Potter directly or indirectly arising out of or in

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

connection with undertaking the Client's instructions in respect of any purchase or sale of Financial Products or any failure of the Client to strictly comply with the provisions of the relevant trade confirmation these terms and conditions, relevant regulatory requirements or otherwise.

## 23. LIMITATION OF LIABILITY

Bell Potter does not exclude or limit the application of any statute (including the Competition and Consumer Act 2010 (Cth)) where to do so would contravene that statute or cause any part of this Agreement to be void. Bell Potter excludes all conditions, warranties or terms implied by statute, general law or custom except to the extent that such exclusion would contravene any statute or cause this provision to be void. Bell Potter's liability for a breach of any provision implied by law which cannot be excluded is limited to the supplying of the services again.

## 24. LIMITED POWER OF ATTORNEY

The Client appoints Bell Potter and each of its officers and employees severally as the Client's attorney to execute and deliver any document necessary to ensure the registration details of the Client's Financial Products contains the Client's true and correct name, registration address and other necessary personal information and details.

## 25. TELEPHONE RECORDING

The Client consents to the recording of the Client's telephone conversations with representatives of Bell Potter (with or without a tone warning device).

## 26. CREDIT REFERENCES

The Client consents to Bell Potter making enquiries of any person, including the Financial Services Protection, and any credit agency as to the Client's creditworthiness.

## 27. PRIVACY

The Client acknowledges that information about the Client which is collected by Bell Potter is collected for the following purposes (as relevant):

- a. to assess the Client's application to open an account, including the Client's creditworthiness;
- b. to effect purchases and sales of Financial Products and other transactions on behalf of the Client and to provide related facilities and services, including settlement, sponsorship and nominee services (as required);
- c. to take into account the Client's investment objectives, financial situation and particular needs in providing any personal Financial Products recommendations to the Client; and
- d. to ensure compliance with these terms and conditions and with all applicable legal or regulatory requirements.

The Client authorises Bell Potter to use and disclose the information for the above purposes and consents to Bell Potter:

- a. using or disclosing the information as required by the ASX Group or Chi-X Rules, the Corporations Act or any other applicable law;
- b. using the information internally to determine future strategies and to develop services and to market those services;
- c. disclosing the information to related bodies corporate to use internally to determine future strategies and to develop services and to market those services;
- d. disclosing the information to issuers of Financial Products marketed by Bell Potter; and
- e. disclosing the Client's tax file number (if supplied) to companies in which investments are made on the Client's behalf, and to the Australian Taxation Office if Bell Potter is required to supply such information to it; or
- f. disclosing the information to any regulatory authority empowered to obtain such information.

If at any time the Client does not wish information held about the Client to be used for marketing purposes, the Client

may send a written direction to that effect to Bell Potter.

## 28. VARIATION

The terms and conditions applying to any transaction executed by Bell Potter at the Client's request will be the Regulatory Rules in operation at the time the transaction is executed, together with the terms and conditions set out in this agreement as amended or modified by any written notification to the Client from Bell Potter prior to the time that the Client instructs Bell Potter in relation to such transaction and/or by any notification as disclosed on Bell Potter's website [www.bellpotter.com.au](http://www.bellpotter.com.au) prior to the time that the Client instructs Bell Potter in relation to such transaction.

## 29. GOVERNING LAW

These terms and conditions are governed by the laws of New South Wales.

## 30. TERMINATION

This agreement will be terminated by notice in writing to that effect by either party to the other. Termination will not affect any rights or obligations that have arisen before that time.

## 31. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTATION

The Client acknowledges that the Client has received the following documentation:

- a. Financial Services Guide;
- b. Privacy Policy;
- c. Client Investment Profile for completion by the Client; and
- d. Account Opening Form and accompanying documentation.

# CHESS SPONSORSHIP TERMS AND CONDITIONS

## RECITALS

- A. In its capacity as the Securities Clearing House under the Corporations Act ASX Settlement Pty Ltd ABN 49 008 504 532 operates a Clearing House Electronic Subregister System ("CHESS").
- B. In CHESS, a Participant Sponsored Holder can hold Financial Products in uncertificated form in holdings sponsored by a Sponsoring Participant.
- C. The Client ("Participant Sponsored Holder") wishes to hold Financial Products as aforesaid in CHESS as a Participant Sponsored Holder.
- D. Bell Potter Securities Limited ("Bell Potter") ("Sponsoring Participant") is a Sponsoring Participant in CHESS.
- E. The Sponsoring Participant and the Participant Sponsored Holder wish to enter into this Agreement to allow the Participant Sponsored Holder to participate as a Sponsored Holder in CHESS.

## 1. INTERPRETATION

Any term used in this Agreement which is defined in the ASX Settlement Operating Rules has the meaning given in the Rules. A copy of these definitions can be obtained from the Sponsoring Participant.

## 2. SPONSORING PARTICIPANT RIGHTS

2.1 Where the Participant Sponsored Holder authorises the Sponsoring Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products by 10.00am on the second Business Days after the date of purchase or such other date as the ASX Settlement Operating Rules may prescribe for settlement ("Settlement Date").

2.2 Subject to Clause 2.3, the Sponsoring 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.

2.3 Where a contract for the purchase of Financial Products remains unpaid, after the Sponsoring Participant has made a demand of the Participant Sponsored Holder to pay for the Financial Products, the Sponsoring 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, stamp duty and GST where applicable. The Client shall be liable for any resultant loss.

2.4 The Sponsoring 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).

2.5 If the Participant Sponsored Holder fails to make payment or deliver any security holder information or documents to the Sponsoring Participant by the Settlement Date (or fails to meet its margin obligations in respect of a short sale) ("fails to settle"), whether pursuant to this Agreement or any other Agreement between those parties, the Participant Sponsored Holder authorises the Sponsoring Participant and each of its directors, officers and managers as the Participant Sponsored Holder's attorney to give any instructions on the Participant Sponsored Holder's behalf which the Sponsoring Participant or any such attorney deems fit in their absolute discretion in respect of any of the Participant Sponsored Holder's Financial Products that are broker sponsored by the Sponsoring Participant in CHESS to enable the Sponsoring Participant to charge and/or nominee those Financial Products or sell those Financial Products and generally to place the Sponsoring Participant in a position to apply the aforesaid Financial Products and the proceeds thereof in reduction of the Participant Sponsored Holder's liability to the Sponsoring Participant

and to recover the Sponsoring Participant's costs in so acting.

- 2.6 a. where an amount is lawfully owed to the Sponsoring Participant either by the Participant Sponsored Holder or a third party in connection with a Financial Products transaction in relation to which Financial Products are lodged as collateral by the Participant Sponsored Holder with the Sponsoring Participant, in addition to having the right to refuse to comply with the Participant Sponsored Holder's Withdrawal Instructions, the Sponsoring Participant has a charge and a power of sale in relation to such collateral Financial Products to recover the amount owing to the Sponsoring Participant.
- b. in execution of its power to deal with the collateral as aforesaid, the Sponsoring Participant is entitled to request the Participant Sponsored Holder to execute a Deed of Charge in favour of the Sponsoring Participant charging by way of security those collateral Financial Products owned by the Participant Sponsored Holder to secure all amounts owing to or to become owing to the Sponsoring Participant in relation to the transaction to which the collateral relates on such terms as the Sponsoring Participant stipulates. The Participant Sponsored Holder must execute such Deed of



# CHESS SPONSORSHIP TERMS AND CONDITIONS (CONTINUED . . .)

Charge within forty-eight hours of the request to do so, failing which the Participant Sponsored Holder appoints each Director of the Sponsoring Participant severally as its duly appointed attorney to execute on behalf of the Participant Sponsored Holder such Deed of Charge, and to sign all further documents and do all things to cause it to be registered at the Australian Securities and Investments Commission.

### 3. PARTICIPANT SPONSORED HOLDER'S RIGHTS

- 3.1 Subject to Clauses 2.3, 2.4, 2.5 and 2.6, the Sponsoring 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 receipt of the Withdrawal Instructions or except as detailed above.
- 3.2 The Sponsoring Participant will not initiate any Transfer or Conversion into or out of the Participant
- 3.3 Sponsored Holding without the express authority of the Participant Sponsored Holder.
- 3.4 The regulatory regime which applies to the Sponsoring Participant is ASX Settlement Operating Rules and Corporations Act. The Participant Sponsored Holder can obtain information as to the status of the Sponsoring Participant from ASIC.
- 3.5 The Participant Sponsored Holder may lodge a complaint against the Sponsoring Participant or any claim for compensation firstly with Bell Potter then Financial Ombudsman Service (FOS) if a satisfactory response has not been received.

#### Financial Ombudsman

GPO Box 3

Melbourne VIC 3001

Telephone: (03) 9613 7366

Toll free: 1300 78 08 08

Fax: (03) 9613 6399

Email: info@fos.org.au

### OTHER RIGHTS AND DUTIES

#### 4. SUPPLY OF INFORMATION

The Participant Sponsored Holder shall supply all information and supporting documentation which is reasonably required to permit the Sponsoring Participant to comply with the registration requirements, as are in force from time to time, under ASX Settlement Operating Rules.

#### 5. EXCHANGE TRADED OPTIONS, PLEDGING AND SUB-POSITIONS

- 5.1 a. 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 Sponsoring Participant of the arrangement, the Participant Sponsored Holder authorises the Sponsoring Participant to take whatever action is reasonably required by ASX Clear in accordance with its Rules to give effect to that arrangement.
- b. the Participant Sponsored Holder acknowledges the right of the Sponsoring Participant to deal in any Financial Products over which the Sponsoring Participant has been authorised to take a charge or interest should events necessitate the liquidation of Holdings in order to extinguish any liabilities relating to business conducted by the Participant Sponsored Holder in Exchange Traded Options.
- 5.2 Where the Participant Sponsored Holder arranges with any person to give a charge or any other interest in Financial Products in a Participant Sponsored Holding, the Participant Sponsored Holder by the person in accordance with the Rules to give effect to that arrangement.
- 5.3 The Participant Sponsored Holder acknowledges that, where in accordance with this Agreement and/or the Participant Sponsored Holder's instructions, the Sponsoring

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.

- 5.4 Nothing in this Agreement operates to override any interest of ASX Clear in the Financial Products.
- 5.5 Any arrangement made by the Participant Sponsored Holder to lodge Financial Products as cover or security for any transaction, irrespective of whether it was first made either before or after these Terms and Conditions become effective will be governed by these Terms and Conditions including Clause 5.

#### 6. FEES

The Participant Sponsored Holder shall pay all Brokerage fees and associated transactional costs within the period prescribed by the Sponsoring Participant.

#### 7. NOTIFICATIONS AND ACKNOWLEDGEMENTS

- 7.1 The Participant Sponsored Holder acknowledges that if the Sponsoring 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 Sponsoring Participant, other than in relation to the Rules relating to Sponsorship Agreements.
- 7.2 The Participant Sponsored Holder acknowledges that if a Transfer is taken to be effected by the Sponsoring Participant under Section 9 of the ASX Settlement Operating 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

## CHESS SPONSORSHIP TERMS AND CONDITIONS (CONTINUED . . .)

- claim against ASX Settlement Corporation (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 ASX or a Clearing Participant of ASX Clear, the Participant Sponsored Holder has no claim arising out of the Transfer against the National Guarantee Fund under Part 7.5, Division 4 of the Corporations Regulations.
- 7.3 In the event that the Sponsoring Participant breaches any of the provisions of this Agreement, the Participant Sponsored Holder may refer that breach to any regulatory authority, including ASX Settlement.
- 7.4 In the event that the Sponsoring Participant is suspended from CHESS participation, subject to the assertion of an interest in Financial Products controlled by the Sponsoring Participant, by the liquidator, receiver, administrator or trustee of that Sponsoring 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 CHESS subregister; or
- ii. from the control of the suspended Sponsoring Participant to the control of another Sponsoring Participant with whom they have concluded a valid Sponsorship Agreement pursuant to Rule 12.19.10; or
- b. where the Participant Sponsored Holder does not give notice
- c. under Clause 7.4(a), ASX Settlement may effect a change of Sponsoring Participant under Rule 12.19.11 and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement. Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship Agreement, the new Sponsoring Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Sponsoring Participant.
- 7.5 The Participant Sponsored Holder acknowledges that before the Participant Sponsored Holder executed this Account Opening Form, the Participant Sponsored Holder:
- a. reviewed all the CHESS Sponsorship terms and conditions;
- b. the Sponsoring Participant has provided the Participant Sponsored Holder with an explanation of the effect of these CHESS Sponsorship terms and conditions by providing the Participant Sponsored Holder with a copy of the ASX's CHESS brochure. The Participant Sponsored Holder further acknowledges that;
- c. the Participant Sponsored Holder understands the aforementioned explanation of these CHESS Sponsorship terms and conditions;
- d. the contact details of a Responsible Officer of the Sponsoring Participant who can explain the effect on these CHESS Sponsorship terms and conditions are;
- The Sponsorship Officer**  
Bell Potter Securities Limited  
Melbourne  
Telephone: 03 9256 8700
- e. the Participant Sponsored Holder can discuss these
- CHESS Sponsorship terms and conditions with the Sponsorship Officer before the Participant Sponsored Holder executes this Account Opening Form;
- 7.6 ASX Settlement will not accept a Notice of change of Controlling Participant under Rule 8.17 of the ASX Settlement Operating Rules, where Holdings to which the Notice relates comprise AQUA Products and the new Controlling Participant is not accredited in accordance with Section 18 of the ASX Settlement Operating Rules to facilitate the settlement of AQUA Products. In this instance, the existing Controlling Participant must convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister. If the existing Controlling Participant fails to convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister, ASX Settlement may convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister.
- 7.7 Subject to clause 7.6, 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.
- 7.8 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 ASX Settlement Rules, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHESS Sub register.
- 7.9 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, subject to

# CHESS SPONSORSHIP TERMS AND CONDITIONS (CONTINUED . . .)

the consent of the legally appointed representative for a period of up to three calendar months after the removal of a Holder Record Lock applied pursuant to Clause 7.6.

## FOR JOINT HOLDINGS ONLY

7.10 The Participant Sponsored Holder acknowledges that, in the event of the death of one of the Holders the Sponsoring Participant will transfer all Holdings under the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder(s), and that this Sponsorship Agreement will remain valid for the new Holdings under the new Holder Record.

7.11 The Participant Sponsored Holder acknowledges that, in the event of

- unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Participant Sponsored Holdings from the CHESS Sub register, 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
- 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.

## 8. CHANGE OF CONTROLLING PARTICIPANT

8.1 If the Participant Sponsored Holder receives a Participant Change Notice from the Sponsoring 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 Sponsoring Participant, the Participant Sponsored Holder is under no obligation to agree to the change of Sponsoring Participant, and may choose to do any of the things set out in Clauses 8.2 or 8.3.

8.2 The Participant Sponsored Holder may choose to terminate the Agreement by giving Withdrawal Instructions under ASX Settlement Operating Rules to the Sponsoring Participant, indicating whether the Participant Sponsored Holder wishes to:

- transfer its Participant Sponsored Holding or to another Sponsoring Participant; or
- transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings

8.3 If the Participant Sponsored Holder does not take any action to terminate the Agreement in accordance with 8.2 above, and does not give any other instructions to the Sponsoring Participant which would indicate that the Participant Sponsored Holder does not agree to the change of Sponsoring Participant then, on the Effective Date, the Agreement will have been taken to be novated to the New Sponsoring Participant and will be binding on all parties as if, on the Effective Date:

- the New Sponsoring Participant is a party to the Agreement in substitution for the Existing Sponsoring Participant;
- any rights of the Existing Sponsoring Participant are transferred to the New Sponsoring Participant; and
- the Existing Sponsoring Participant is released by the Participant Sponsored Holder from any obligations arising on or after the Effective Date.

8.4 The novation in Clause 8.3 will not take effect until the Participant Sponsored Holder has received a notice from the New Sponsoring

Participant confirming that the New Sponsoring Participant consents to acting as the Sponsoring 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.

8.5 The Participant Sponsored Holder will be taken to have consented to the events referred to in Clause 8.4 by the doing of any act which is consistent with the novation of the Agreement to the New Sponsoring Participant (for example by giving an instruction to the New Sponsoring Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

8.6 The Agreement continues for the benefit of the Existing Sponsoring 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 8.3 not binding or effective on the Effective Date, then the Agreement will continue for the benefit of the Existing Sponsoring Participant until such time as the novation is effective, and the Existing Sponsoring Participant will hold the benefit of the Agreement on trust for the New Sponsoring Participant.

8.7 Nothing in this Clause 8 will prevent the completion of CHESS transactions by the Existing Sponsoring 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 Sponsoring Participant under this Clause 8.

## 9. CLAIMS FOR COMPENSATION

9.1 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.

# CHESSE SPONSORSHIP TERMS AND CONDITIONS (CONTINUED . . .)

9.2 If a breach by the Sponsoring 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. APPLICATION

This Agreement shall relate to the CHESSE Holdings of the Participant Sponsored Holder identified by the HIN obtained by the Sponsoring Participant from CHESSE on behalf of the Participant Sponsored Holder as a result of the execution of this Agreement.

## 11. TERMINATION

11.1 Subject to ASX Settlement Operating 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 Sponsoring Participant to the other party to the Agreement;
- b. upon the Sponsoring Participant becoming insolvent; or
- c. upon the termination or suspension of the Sponsoring Participant; or
- d. upon the giving of Withdrawal Instructions by a Participant Sponsored Holder to a Sponsoring 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. VARIATION

Should any of the provisions in this Agreement be inconsistent with the provisions in the ASX Settlement Operating Rules, the Sponsoring Participant will, 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 Sponsoring Participant's reasonable opinion it is necessary to remove any inconsistency.

## 13. COPY EXECUTED AGREEMENT

13.1 The Participant Sponsored Holder, by signing the Account Application (contained in the Account Opening Form, of which the CHESSE Sponsorship Terms and Conditions forms part) and electing in that application to be Bell Potter CHESSE Sponsored, agrees to and is bound by these CHESSE Sponsorship Terms and Conditions, and further expressly instructs the Sponsoring Participant not to provide the Participant Sponsored Holder with a hard copy of the Account Application signed by the Sponsoring Participant within three (3) Business Days of such execution.

The Sponsoring Participant agrees to provide to the Participant Sponsored Holder a hard copy of such documentation signed by the Sponsoring Participant if so requested by the Participant Sponsored Holder.

13.2 Notwithstanding Clause 13.1, the Participant Sponsored Holder who is and continues to be, or becomes Bell Potter CHESSE sponsored whether before or after these CHESSE Sponsorship Terms and Conditions become effective is bound by these CHESSE Sponsorship Terms and Conditions, regardless of whether or not the Participant Sponsored Holder signs the Account Opening Form of which these Terms and Conditions form part.

<sup>1</sup> For more information on the circumstances in which a Participant Sponsored Holder may make a claim on the National Guarantee Fund or for information on the National Guarantee Fund generally, contact the Securities Exchange Guarantee Corporation Limited.