

Argonaut Securities Pty Limited
ABN 72 108 330 650

INSTITUTIONAL EQUITIES
TERMS AND CONDITIONS

These are the terms and conditions of business ("**Terms**") on which Argonaut Securities Pty Limited ("**Argonaut**", "**we**", "**us**" or "**our**") accepts and executes Orders for you ("**you**"), as an institutional equities client.

These Terms are legally binding as a contract between Argonaut and you from the time you next give an Order to Argonaut to enter into a Transaction after having received a copy of these Terms. By placing an Order, you agree to be bound by these Terms as amended from time to time.

1. APPOINTMENT OF ARGONAUT

Argonaut's authority

- 1.1 You appoint Argonaut as your agent for the purpose of handling and executing Orders in accordance with these Terms, and to do all things necessary or incidental to the execution, clearing and settlement of resulting Transactions or which are required to be done, or which are customarily done, under Applicable Law in connection with those Orders or Transactions.

2. ORDERS AND INSTRUCTIONS

Form of Orders and instructions

- 2.1 Argonaut may accept Orders or instructions from you given verbally or in writing. Argonaut is not required to confirm the particulars of any Order or instruction unless you specifically request Argonaut to provide such a confirmation.
- 2.2 Subject to these Terms and our Execution Policy, Argonaut shall use all reasonable endeavours to carry out your request but shall be under no liability for any loss or expense you incur by reason of any delay or error in the transmission or execution of Orders (other than from our gross negligence, fraud or dishonesty) or from any change in market conditions before the Transaction is effected.

Authorised Persons

- 2.3 Argonaut may rely on and treat as valid any Order, instruction, notice or communication Argonaut reasonably believes to have been given by an Authorised Person, and you will be bound by that Order, instruction, notice or communication. Argonaut will not be responsible for the verification of the authenticity of any Order, instructions, notice or communication it reasonably believes to be from you.

Propriety of Orders

- 2.4 You are responsible for all Orders which you submit to Argonaut including, without limitation, Orders generated by algorithms developed or used by you. In placing an Order, you represent to Argonaut that:

- (a) neither the Order nor any Transaction arising from such Order is in breach of any Applicable Law;

- (b) you have the power and authority to place the Order and to enter into the Transaction; and

- (c) you are able to meet all obligations in connection with the Transaction.

- 2.5 We may do whatever we consider (acting reasonably) is required to comply with any Applicable Law, and shall not be required to do anything or refrain from doing anything if this would, in our opinion (acting reasonably), contravene any Applicable Law.

Right to refuse to deal

- 2.6 Argonaut may, in its absolute discretion refuse to accept, place or execute an Order, or limit the volume of Orders or Transactions it will process for you. Argonaut is not liable to you for any Loss incurred or suffered by you as a result of such refusal or limitation. Argonaut will inform you of the refusal or limitation at the time you seek to place the Order or as soon as reasonably practicable after that time.

Use of Third Party Brokers

- 2.7 You authorise Argonaut to appoint a Third Party Broker (including without limitation, another Argonaut Company) to execute Orders where the Order is to be executed on a market or exchange of which Argonaut is not a participant (for example, a market outside Australia). In respect of such Orders, the Third Party Broker (and not Argonaut) is responsible for ensuring the execution, clearing and settlement of any resulting Transactions in accordance with any terms and conditions which govern their provision of those services and you will be responsible to the Third Party Broker for any such Transactions in accordance with those terms and conditions.

Errors or omissions and cancellations

- 2.8 You authorise Argonaut to, and agree that Argonaut may, request or agree to the cancellation or amendment of an Order or Transaction, without your consent, where:

- (a) Argonaut is unable to contact you and decides, in its discretion (acting reasonably), that it is desirable to cancel or amend the Order or Transaction to maintain a fair and orderly market, provided that Argonaut promptly notifies you of such cancellation or amendment thereafter;

- (b) any Regulator or Market Infrastructure Operator requests or directs Argonaut to cancel or amend the Order or Transaction for any reason, including market integrity reasons, or where the market was operating under an error;

- (c) the cancellation or amendment is effected pursuant to or as contemplated by any Applicable Law; or

- (d) you have failed to perform any of your obligations under these Terms.

- 2.9 You agree not to make, and release each Argonaut Person from any right you may have to make, any claim against one or more of them for any Loss which may arise in connection with the exercise by Argonaut or any other Argonaut Person of its rights under clause 2.8 or in connection with the exercise by a Regulator to cancel an

Order or Transaction (whether or not Argonaut has given you a confirmation in respect of any affected Transaction).

Aggregation and Averaging

2.10 Unless you have expressly instructed us to the contrary, and to the extent permitted by any Applicable Law, Argonaut may aggregate your Orders with Orders of other clients and Orders from its prescribed persons (as prescribed under any Applicable Law) as principal in the following circumstances:

- (a) where your Order or Orders are received overnight or prior to market open; or
- (b) where your Order or Orders are received during normal hours at around the same time as other orders, or where Argonaut considers that it is in the best interests of you or its clients generally to aggregate the orders.

2.11 Transactions executed for you as part of an aggregated Order will be allocated to you at an average price in accordance with our Execution Policy, a copy of which is available on request.

Risk and Financial Limits

2.12 Argonaut may in its absolute discretion impose risk or other financial limits on your ability to place Orders and execute Transactions in one or more financial products through Argonaut. Argonaut will notify you of any such limits or changes to such limits before, or as soon as practicable after such limits are imposed or changed.

Short Selling

2.13 In this clause 2, a "**Covered Short Sale**" means a sell Order, in circumstances where you have entered into or gained the benefit of a securities lending arrangement before you placed the sell Order, and you intend that some or all of the financial products that are the subject of the sale will be vested in the buyer.

2.14 You agree that each time you place a sell Order with Argonaut for execution on a Licensed Market (such as ASX and Chi-X), you will notify Argonaut whether or not the sell Order is a Covered Short Sale and, if so, provide to Argonaut the following information that you are obliged to notify Argonaut in accordance with section 1020AB(3) of the Corporations Act (the "**Information**"):

- (a) the number of financial products that you will vest in the buyer under the securities lending arrangement;
- (b) a description of the financial products sold;
- (c) the name of the listed entity that issued the financial products sold.

2.15 Provision of this information to Argonaut does not absolve you from your reporting obligations under any Applicable Law. You acknowledge and agree that Argonaut will not be permitted to execute a sell Order unless Argonaut has been notified whether or not your sell Order is a Covered Short Sale and, if it is, you have provided Argonaut with the Information.

2.16 Each time you place a sell Order with Argonaut which is a Covered Short Sale, you will be taken to have represented and warranted to Argonaut that:

- (a) the Information is true and correct; and
- (b) you have complied with the requirements and conditions of the Corporations Act, the *Corporations Regulations 2001* (Cth), ASIC Class Orders (if any) (as amended from time to time) or regulatory guidance issued by ASIC from time to time relating to Covered Short Sales.

Transactions subject to Applicable Laws

2.17 All Transactions executed by Argonaut on, or reported by Argonaut to, a Market on your behalf are subject to:

- (a) the operating rules, directions, decisions and requirements of the Market and other Applicable Laws;
- (b) the customs and usages of the Market; and
- (c) the correction of errors and omissions.

3. CONFIRMATION OF TRANSACTIONS

3.1 Any confirmation of a Transaction or a series of Transactions is issued subject to:

- (a) the operating rules, directions, decisions and requirements of the Market;
- (b) the customs and usages of the Market; and
- (c) the correction of errors and omissions.

3.2 When required by Applicable Law, Argonaut will notify you as soon as practicable, and in any event in the confirmation or statement in respect of your Transaction:

- (a) if Argonaut entered into the Transaction as principal acting on its own behalf; and
- (b) if the Transaction was executed as a crossing, the execution code for the execution venue for the crossing.

You may notify Argonaut if you do not want to receive the notification under this clause 3.2, and acknowledge that the consequences of you opting out of such notification include that you will not be informed in a situation where Argonaut enters into your Transaction as principal acting on its own behalf or if the Transaction was executed as a crossing.

3.3 You authorise Argonaut to:

- (a) send confirmations and statements in paper or electronic form, on the basis that Argonaut does not guarantee the security, confidentiality or absence of viruses or other harmful material in electronic communications;
- (b) send a single confirmation or statement for a series of Transactions (whether those Transactions have been effected on one or more Markets or otherwise);

- (c) show an average price for a series of Transactions on the confirmation; and
- (d) issue a replacement confirmation or statement to correct an error or omission, or if required by any Applicable Law.

3.4 You are taken to have agreed that the content of a confirmation or statement is correct unless you communicate an objection to Argonaut before the opening of trading on the next trading day for the Market following the day of receipt by you of the confirmation or statement.

4. **BROKERAGE, COMMISSIONS AND CHARGES**

Brokerage and commission

4.1 You must pay Argonaut brokerage, commission, fees and other charges in respect of Transactions at rates determined by us and advised to you from time to time.

Expenses and Fees

4.2 You must reimburse any costs, expenses or fees rightly incurred in the performance by Argonaut Company, or any Third Party Broker or Third Party Clearer, of its obligations under these Terms.

Interest

4.3 If you fail to pay an amount to Argonaut or Argonaut Company when due, interest will be charged at the rate of which Argonaut's primary bank (as advised by us) would charge us for an unsecured overdraft facility, based on the amount overdue as at the time of the default.

GST

4.4 Unless otherwise agreed, all amounts payable by you under these Terms are exclusive of any goods or services tax (**GST**) or similar tax which may be payable.

5. **CLEARING AND SETTLEMENT**

Argonaut is not a clearing or settlement participant of ASX Clear or ASX Settlement or any other clearing and settlement facility. Argonaut has entered into a third party clearing agreement with a Third Party Clearer for the clearing and settlement of all Transactions cleared by ASX Clear and/or settled by ASX Settlement

5.1 You acknowledge all Transactions executed by Argonaut on, or reported by Argonaut to, ASX or Chi-X will be cleared and settled by the Third Party Clearer. The terms and conditions of the Third Party Clearer are contained in the Disclosure Statement given by Argonaut to you.

5.2 In accordance with Applicable Laws, the Third Party Clearer (and not Argonaut) is responsible for the clearing and settlement of any resulting Transactions in accordance with those terms and conditions. You acknowledge that when Argonaut executes a Transaction for you, you will owe the settlement obligations in respect of that Transaction to the Third Party Clearer. Accordingly, all settlement monies, securities (or other client property accepted by the Third Party Clearer), and instruments or documents of title required for settlement of such Transactions should be provided directly to the Third Party Clearer (and not to Argonaut) unless otherwise advised in writing.

5.3 You acknowledge and agree that:

- (a) if you fail to make any payment due to the Third Party Clearer, or deliver all instruments or documents of title to the Third Party Clearer, or otherwise comply with the settlement obligations that you owe to the Third Party Clearer in a timely manner, the Third Party Clearer will have rights against you;
- (b) if you have not paid any amount due to the Third Party Clearer in a timely manner, the Third Party Clearer may assign that debt to Argonaut; and
- (c) if the Third Party Clearer assigns any such debt to Argonaut, the assigned debt will be an obligation owed to Argonaut, and Argonaut will have all of the rights against you in respect of that debt that the Third Party Clearer had (whether under any Application Law, the Disclosure Statement or otherwise).

6. **LIEN**

6.1 Argonaut or Argonaut Company has a right of lien over all of your assets held by Argonaut, Argonaut Company or Third Party Clearer for any amount due. If you do not fulfil your payment obligations under this Agreement Argonaut, Argonaut Company or Third Party Clearer may combine or consolidate any of your accounts or convert to money a requisite portion of your assets, at your risk and expense, sufficient to satisfy your obligations under this Agreement and apply the proceeds toward payment of your liabilities. Argonaut is not responsible for any resulting loss to you from any action we take due to your failure to settle a transaction within the requisite timeframe. These rights are in addition to any rights at law or equity.

7. **LIMITATION OF LIABILITY AND INDEMNITY**

No fiduciary duty

7.1 You acknowledge and agree that the services provided by Argonaut under these Terms will not give rise to any fiduciary or equitable duties on the part of Argonaut or any Argonaut Company, and no joint venture or partnership relationship will be created by these Terms. To the maximum extent permitted by any Applicable Law, Argonaut expressly excludes any fiduciary or other equitable obligations to you in connection with the subject matter of these Terms.

Limitation of liability

7.2 To the extent permitted by any Applicable Law, no Argonaut Person is liable to you for any Loss incurred or suffered by you in connection with the subject matter of these Terms, except if the Loss is caused directly by fraud, gross negligence or wilful misconduct by the Argonaut Person. In particular, but without limitation, no Argonaut Person is liable for any Loss arising from or in connection with:

- (a) any delays or errors in execution or other circumstances outside Argonaut's control;
- (b) any failure of third party systems;

- (c) any act or omission by a Regulator or compliance by Argonaut with any direction, requirement or request of a Regulator; or
- (d) any act or omission of any Third Party Broker, Third Party Clearer, custodian or Market Infrastructure Operator or clearing and settlement facility operator.

No Argonaut person is liable for any loss of actual or prospective profits, or special, indirect or consequential damages suffered by you.

Indemnity

7.3 You indemnify each Argonaut Person against any Loss incurred or suffered by the Argonaut Person in connection with:

- (a) the performance by Argonaut of its obligations under these Terms;
- (b) the failure of you or a third party acting on your behalf or instruction (including for example, a custodian) to observe and perform any of your obligations under or in connection with these Terms; and
- (c) Argonaut acting, or refusing to act, on your instructions, or by reason of Argonaut complying with any direction, request or requirement of a Regulator,

except to the extent that that any such failure was caused by fraud, gross negligence or wilful misconduct by the Argonaut Person.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each time you place an Order or enter into a Transaction, you represent and warrant to Argonaut that:

- (a) you are a wholesale client or sophisticated investor within the meaning of the Corporations Act;
- (b) you are duly incorporated and validly existing under the law;
- (c) you will provide Argonaut with all information which Argonaut may, from time to time, reasonably require for the purpose of compliance with its obligations under Applicable Laws;
- (d) the entry into the contract represented by these Terms, and the performance of your obligations under these Terms, have been duly and validly authorised by all necessary corporate action on your part and these Terms constitute valid and binding obligations of you;
- (e) you hold all licences and authorisations required by any Applicable Law to engage in the activities contemplated by these Terms; and
- (f) you are not subject to any Insolvency Event.

8.2 In addition to the representations and warranties in clause 8.1 above, if you are acting on behalf of another person

(principal) in connection with these Terms, you also represent and warrant, both on your own behalf and on behalf of the principal, that:

- (a) you are authorised by the principal to place Orders, enter into Transactions and otherwise act on behalf of the principal;
- (b) you are authorised to enter into these Terms on behalf of the principal and perform, or procure the performance by the principal, of any Transaction entered into on behalf of the principal;
- (c) the principal has full legal capacity, power, authority and all required approvals to enter into these Terms and any Transaction contemplated herein;
- (d) the principal has the power and authority to perform its obligations under these Terms, and these Terms constitute valid and binding obligations of the principal; and
- (e) you have identified and will identify each principal prior to entering into any Transaction on their behalf, and will retain all documentation required to verify the identity of such persons in accordance with Applicable Laws relating to money laundering and will provide Argonaut with copies of such documentation on request.

8.3 In addition to the representations and warranties in clause 8.1 above, if you are acting as a trustee of a trust in connection with these Terms, you also represent and warrant that:

- (a) the trust has been duly constituted and is validly existing in compliance with all Applicable Laws and the trust deed has been duly executed and duly stamped, in each case in accordance with the laws of each State and Territory of Australia (if applicable) or your governing jurisdiction;
- (b) the trust deed and its constituent documents give you the power to carry on all of the business activities conducted by you, including the execution, delivery and performance under these Terms;
- (c) each of your obligations under, and the Transactions contemplated by, these Terms constitute binding obligations and are completely and lawfully enforceable against you and the trust's property;
- (d) you are the only trustee of the trust and no action has been taken or is proposed to remove you as trustee of the trust;
- (e) there is no conflict of interest on your part in entering into these Terms and performing your obligations under them or the Transactions contemplated by them;
- (f) you have an unrestricted right to be fully indemnified or exonerated out of the trust's property in respect of any losses or liabilities incurred by you and the trust's property is sufficient to satisfy that right of indemnity or exoneration. You further represent that this right

has not been and will not be revoked, limited, or reduced in any way; and

- (g) you have complied with your obligations in connection with the trust; and no proceedings of any description have been or are likely to commence or, to its knowledge, threatened, which could affect the assets or financial position of the trust or its trusteeship of the trust.

8.4 Each of the representations and warranties are given at the time you become bound by these Terms and are repeated at all times thereafter for so long as you are bound by these Terms. You must notify Argonaut immediately in writing if any of the above representations and warranties ceases to be true at any time.

9. CLIENT MONEY

9.1 To the extent that we receive money in connection with financial services that we provide to you which we are required to treat as client money in accordance with Chapter 7.8 of the Corporations Act, we will comply with those requirements.

9.2 Unless otherwise agreed, Argonaut does not pay interest on cash balances held with Argonaut for your account. You agree that Argonaut may retain any interest that is earned on such cash balances.

9.3 Any amounts due to Argonaut including, without limitation, any applicable GST or other taxes or charges may be deducted from any money held by Argonaut on your behalf.

10. TRADING AS PRINCIPAL AND CONFLICTS OF INTEREST

Trading as principal

10.1 You acknowledge and agree that:

- (a) Argonaut may trade as principal, which may result in Argonaut taking the opposite side of a Transaction to you ("**Principal Transactions**").
- (b) your Orders may be matched with another Order of Argonaut on a Market, and that accordingly, Argonaut may be a party to a Transaction with you;
- (c) prior to entering into a Transaction or Order as principal with you, Argonaut will disclose that it is acting as principal and will seek your consent to do so; and
- (d) to the extent permitted by any Applicable Law, Argonaut may charge brokerage, commission, or any other fees, and retain any profit, brokerage or other benefit from Principal Transactions.

Conflicts of interest

10.2 You acknowledge that Argonaut or other Argonaut Persons may at any time have an interest, relationship or be involved in an arrangement that may conflict with your interest, whether in respect of a particular Transaction or generally, such as but not limited to:

- (a) entering into Principal Transactions as provided in clause 10.1;
- (b) providing similar execution services to its other clients;
- (c) holding a principal position, dealing or market making in financial products; and
- (d) possessing material information which cannot be disclosed to you as a result of any Applicable Law or other contractual obligations.

10.3 You agree that Argonaut may provide services to you under these Terms notwithstanding the existence of any of the above circumstances, regardless of whether these circumstances create an actual or potential conflict of interest with you.

11. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

AML/CTF Laws apply

11.1 You agree that:

- (a) Argonaut is subject to AML/CTF Laws which include prohibitions against any person dealing with the proceeds of, or assets used in, criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act; and
- (b) the AML/CTF Laws may prohibit us from offering services to, or entering into, or conducting Transactions with, you.

Argonaut's rights in order to comply with AML/CTF Laws

11.2 You agree that:

- (a) Argonaut is not required to accept or execute any Order, or take any other action or perform any obligation under, or in connection with, the Terms if Argonaut is not satisfied as to your identity, or where Argonaut suspects on reasonable grounds that by doing so Argonaut may breach the AML/CTF Laws;
- (b) Argonaut may delay, block or refuse to make any payment, or refuse to release any funds that it holds on your account, if it believes on reasonable grounds that to do so may breach any Applicable Law, including the AML/CTF Laws; and
- (c) Argonaut will incur no liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by it as contemplated in clauses 11.1(a) and 11.1(b).

11.3 You agree to provide all information and documents to Argonaut which it reasonably requires to comply with any AML/CTF Laws and agree that Argonaut may disclose information which you provide to it, or about transactions you conduct, or seek to conduct, with it where it is required to do so by any such laws.

11.4 You undertake that the execution of a Transaction or the payment of monies by Argonaut in accordance with these Terms, or any instructions given by you, will not breach the AML/CTF Laws and you agree to indemnify Argonaut against any loss arising in connection with any breach by you of this undertaking.

12. **PRIVACY**

Recording telephone conversations

12.1 You acknowledge that in some instances Argonaut may (even if not required by Applicable Law) record telephone conversations between Argonaut and you, and may use the recording for any purpose subject to clause 12.2. If there is a dispute and Argonaut has a recording of the conversation you may listen to any recording relevant to the dispute. Telephone tapes are generally retained for a short period and may be reviewed for quality control by Argonaut.

Privacy

12.2 Argonaut will collect information about you in order to handle or execute Orders on your behalf and to comply with all Applicable Law. In collecting this information about you, Argonaut may also collect some personal information from you relating to the directors, officers or relevant employees of you. Without this information and associated personal information (collectively "**Client's information**") Argonaut may not be able to provide you with the services you have requested. Argonaut advises that it may:

- (a) collect, use and disclose your information to assist it in relation to the internal administration and operations of Argonaut and other Argonaut Companies;
- (b) disclose your information to government bodies, credit reporting agencies, contractors or service providers and to other parties authorised and/or required by any Applicable Law to collect your information including, without limitation, to a Third Party Broker, Third Party Clearer or other service provider in connection with the provision of services to you (including, without limitation, to such persons located in overseas countries);
- (c) collect and use your information to maintain Argonaut's relationship with you; and
- (d) use and disclose your information for compliance and in accordance with any Applicable Law.

As set out in the Privacy Policy of Argonaut a relevant individual whose personal information has been collected may request access to the personal information that Argonaut has collected and recorded about them. They can do this by writing to Argonaut at the address stated on the confirmation. Access will be granted in accordance with the *Privacy Act 1988* (Cth) and Argonaut may charge a reasonable fee. If any of the information is inaccurate, you may request that it be corrected. If you have provided personal information of a director, officer or employee of your company to Argonaut in respect of your account with Argonaut, you must show the Terms, including this provision, to that director, officer or employee.

The Privacy Policy of Argonaut also contains information about how an individual may complain about any breach by Argonaut of the Australian Privacy Principles, as well as about how Argonaut will deal with such a complaint.

13. **TERMINATION**

Either party may terminate

13.1 Argonaut or you may terminate the agreement constituted by these Terms at any time by written notice to the other, and the termination may be effective on a date as specified in the written notice or as mutually agreed between the parties.

Effect of termination

13.2 Termination does not affect any existing rights or obligations accrued prior to the termination becoming effective.

13.3 This clause and clauses 4.4, 5, 8, 9.3, 11, 13.2 and 14 survive the termination of these Terms.

14. **OTHER TERMS**

Governing Law

14.1 These Terms are governed by the laws in force in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of Western Australia.

Notices

14.2 A confirmation, statement, notice or other communication from Argonaut to you will be deemed to be validly given, whether or not it is actually received:

- (a) if posted to the address last advised to Argonaut:
 - (i) 3 Business Days later, if the address is in Australia; or
 - (ii) 10 Business Days later, if the address is outside Australia;
- (b) if electronically transmitted or faxed, at the time of sending;

and if given to an Authorised Person, will be deemed to have been received by you and all other Authorised Persons.

Complete agreement

14.3 These Terms replace all previous agreements and correspondence between you and Argonaut in respect of the subject matter of the Terms. Except for any supplementary or other agreement between you and Argonaut, these Terms form a complete agreement between you and Argonaut in connection with your Orders. Any supplementary agreement between Argonaut and you and these Terms form a complete agreement. To the extent of any inconsistency between these Terms and any supplementary agreement between you and Argonaut, the supplementary agreement shall prevail, unless otherwise agreed to by both parties.

Severability

- 14.4 Each part of these Terms is severable from the rest and if any part of these Terms is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of these Terms.

Amendments

- 14.5 Argonaut may amend the Terms at any time by notice to you in writing. The amendments take effect at the earlier of:
- (a) the time you indicate acceptance of the amended terms, either electronically or in writing; or
 - (b) the time you next give an Order for Argonaut to enter into a Transaction after receipt by you of notice of the change.

Assignment

- 14.6 You must not assign or otherwise transfer, or create or allow to exist any security interest over, the rights and obligations under these Terms without the prior written consent of Argonaut.

Joint account holders

- 14.7 If you consist of more than one person, the Terms binds each of those persons jointly and severally. Argonaut may act on the instructions of any one of those persons. Each person agrees that we may discharge any obligation we have to give a notice or a document under the Terms or any Applicable Law by giving notice to any one of those persons.

Force Majeure

- 14.8 In the event of any failure, interruption or delay in performance of our obligations resulting from acts, events or circumstances not reasonably within our control, including but not limited to industrial disputes, acts or regulations of any government or supranational bodies or authorities, or breakdown, failure or malfunction of any telecommunications or computer service, we shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by you.

15. GLOSSARY

This explains the meaning of capitalised terms used and not otherwise defined in this document:

"AML/CTF Laws" means any obligations imposed under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

"Applicable Law" means all laws, regulations, regulatory instruments, guidelines and codes applicable to the services provided under these Terms including but not limited to, the Corporations Act, ASIC Market Integrity Rules, ASX Operating Rules and Chi-X Operating Rules.

"Argonaut Company" means Argonaut and each related body corporate (as defined in the Corporations Act) of Argonaut.

"Argonaut Person" means Argonaut, each Argonaut Company and each of their respective officers, employees or agents.

"ASIC" means the Australian Securities and Investments Commission.

"ASIC Market Integrity Rules" means the ASIC Market Integrity Rules (Securities Markets) 2017, as amended from time to time, and any other Market Integrity Rules adopted by ASIC that apply to the services provided by Argonaut.

"ASX" means ASX Limited ABN 98 008 624 691 and the financial market operated by that entity or any subsequent entity.

"ASX Clear" means the clearing and settlement facility operated by ASX Clear Pty Limited ABN 48 001 314 503 or any subsequent operator.

"ASX Operating Rules" means the operating rules of ASX and ASX Clear as amended from time to time.

"ASX Settlement" means the settlement facility operated by ASX Settlement Pty Ltd ABN 49 008 504 532 or any subsequent operator.

"Authorised Person" means any person you nominate in writing or by electronic message to Argonaut as authorised to give Orders or instructions for the purpose of these Terms.

"Business Day" has the meaning given to it in the ASX Operating Rules or Chi-X Operating Rules, as the context requires.

"Chi-X" means Chi-X Australia Pty Ltd ABN 47 129 584 667 and the financial market operated by that entity or any subsequent entity.

"Chi-X Operating Rules" means the operating rules of Chi-X as amended from time to time.

"Corporations Act" means *Corporations Act 2001* (Cth), being an Act of the Commonwealth of Australia that governs, among other things, the regulation of financial products and financial services in Australia, as amended from time to time.

"Disclosure Statement" means the written disclosure document which is required to be given under the ASIC Market Integrity Rules, which describes the clearing arrangements for Transactions which are cleared and/or settled by the Third Party Clearer.

"Execution Policy" means Argonaut's policy to handle and execute Orders in accordance with its best execution obligations.

"GST" has the same meaning as provided in the GST Law.

"GST Law" means *A New Tax System (Goods and Services) Tax Act 1999* (Cth), as amended from time to time.

"Insolvency Event" means any of the following events in respect of you:

- (a) an administrator being appointed;
- (b) a controller or analogous person being appointed to the person or any of your property;
- (c) an application being made to a court for an order to appoint a controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to you or any of your property;
- (d) the holder of a security interest or any agent on its behalf, appointing a controller or taking possession of any of your property;
- (e) an application being made to a court for an order for your winding up;
- (f) an order being made, or the person passing a resolution, for its winding up;
- (g) you:
 - (i) suspending payment of your debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being unable to pay your debts or being otherwise insolvent;
- (h) taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of your members or creditors; and
- (i) a court or other authority enforcing any judgment or order against you for the payment of money or the recovery of any property.

"Licensed Market" means a Market for which the operator holds an Australian markets licence issued under the Corporations Act.

"Loss" means any loss, damage, demand, liability, cost, expense, action, suit or claim brought against or incurred or suffered by a party.

"Market" means a financial market (within the meaning of that term in the Corporations Act).

"Market Infrastructure Operator" means the operator of a Market, or of a clearing and settlement facility (as that term is defined in the Corporations Act).

"Order" means an instruction by you to enter into a Transaction, and includes a variation, cancellation or verification of an instruction.

"Regulator" means any government, regulatory authority (including, without limitation, ASIC) or operator of a financial market or clearing and settlement facility.

"Third Party Broker" means any entity appointed by Argonaut to execute transactions in financial products.

"Third Party Clearer" means a participant of ASX Clear and ASX Settlement with whom Argonaut has an

agreement to provide third party clearing and settlement services in respect of Transactions entered into by Argonaut on, or reported by Argonaut to, a Market.

"Transaction" means a transaction formed on execution of an Order.

16. INTERPRETATION

General interpretation

16.1 In these Terms, unless the context otherwise requires:

- (a) 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;
- (b) a reference to any party means and includes a reference to that party or its successors or personal representatives (as the case may be) and transferees;
- (c) the word "person" also includes corporation, partnership, joint venture, firm and association;
- (d) the singular includes the plural and vice versa;
- (e) a reference to any gender includes all genders; and
- (f) reference to any statute includes all statutes amending or consolidating the statutes referred to.

16.2 In this Agreement, headings are for convenience of reference only and do not affect interpretation.

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ANNEXURE – EXECUTION POLICY

Argonaut as a market participant of the ASX and Chi-X is required under Part 3.8 of the ASIC Market Integrity Rules (Securities Markets) 2017 ("Market Integrity Rules") to take reasonable steps to obtain the best outcome for its clients when handling and executing client Orders. This disclosure sets out Argonaut's approach to providing the best outcome in executing Orders in Equity Market Products in respect of Institutional Clients. Equity Market Products has the meaning given to it in the Market Integrity Rules.

For the purposes of this policy, "reasonable steps" means that Argonaut will act in accordance with this policy, given the available resources in order to achieve the best outcome for the client. Argonaut does not guarantee that it will always be able to provide best execution on each and every occasion.

Best outcome means different things for different clients as delineated below.

Argonaut may decline to accept any instruction or Order given by you. A reference to an Order in this disclosure is an Order which Argonaut accepts from you.

Execution Venues

Argonaut may execute or match your Order on any of the following trading systems or platforms ("Execution Venues") that facilitate trading in quoted securities of entities listed on the ASX and/or Chi-X:

- ASX TradeMatch;
- ASX Centre Point;
- Chi-X; and
- Any other order book offered by the ASX or Chi-X market operators.

For Orders from Institutional Clients, Argonaut will direct the client's Order to an execution venue or execution venues that satisfies Argonaut's obligation to take reasonable steps to obtain the best outcome for the client.

All Orders will be managed by Argonaut Designated Trading Representatives (DTRs).

Institutional Clients

For Institutional Clients, best outcome will include consideration of factors relevant to you as an Institutional Client when you provide instructions to execute an Order. These include, but are not limited to, price, execution costs, speed, likelihood of execution and settlement, size, nature and any other consideration relevant to the execution of the Order in question. The best outcome for a particular transaction will be determined by the relative importance given by Argonaut to these factors. In determining the relative importance of these factors, Argonaut will take into account the following criteria:

- your own characteristics including your categorisation as a client;
- the characteristics of your Order; and
- the characteristics of the Equity Market Products that are the subject of the Order.

Although Argonaut would ordinarily expect price to have a high degree of importance relative to the other factors, its precise importance in the context of any given Order will depend upon the criteria specified above and may also be affected by any specific instructions that you give to us. For an Order which is large, relative to market volumes, the timing of execution and the market impact of that Order will be a major consideration.

Specific instructions

If Argonaut receives specific instructions from you about how your Order should be handled, which is inconsistent with obtaining the best total consideration and Argonaut accepts that Order, Argonaut will take reasonable steps to handle and execute that Order in a way which satisfies your instructions. Any specific instruction must be clear and unambiguous. You should be aware that a specific instruction may result in you not obtaining the best outcome. Argonaut reserves the right to refuse any specific instructions.

Where your specific instruction relates to only part of the handling and execution process in relation to an Order and Argonaut accepts that instruction, Argonaut will continue to comply with the best execution policy for the remainder of the factors which are not covered by the specific instruction.

For Institutional Clients, any specific instruction may be on an Order by Order basis or may be a standing instruction. As an Institutional Client, you may also in effect give Argonaut an "opt-out" instruction that Argonaut is not required to use reasonable endeavours to obtain the best outcome when Argonaut handles and executes your Orders. Argonaut reserves the right to not accept any standing or "opt-out" instruction from an Institutional Client. If Argonaut accepts a standing instruction or an "opt-out" instruction, Argonaut will act on that instruction for 12 months, after which you must give the instruction again if it is to continue to apply.

If Argonaut rejects an Order that is subject to specific instructions, the Order will not be executed by Argonaut. It would be a breach of the Competition Market Integrity Rules for Argonaut to execute the Order ignoring the specific instruction. Accordingly, if you wish Argonaut to execute the Order ignoring those specific instructions, you will need to resubmit the rejected Order without the specific instructions.

Arrangements

Orders received from you will be dealt with fairly and in turn in accordance with Argonaut's internal policies and procedures which comply with Rule 5.1.4 of the ASIC Market Integrity Rules. This means among other things that:

- your Orders will be executed in the sequence in which they are received as expeditiously as possible;
- your Orders take precedence over an Argonaut principal order where there is doubt about the timing of Orders received; and
- your instructions are never used to your disadvantage.

All Orders will be executed through our established electronic systems accessing the ASX and Chi-X's central limit order book.

Systems failure

When Argonaut experiences a system failure or other circumstance that affects its ability to transmit Orders to an Execution Venue, Argonaut may execute Orders in a manner that differs from the best execution arrangements set out in this disclosure. Argonaut will make every effort to execute Orders on the best terms available in the relevant circumstances.