

PART E: FINCLEAR SERVICES DISCLOSURE STATEMENT

to clients of Argonaut Securities Pty Ltd
ABN 72 108 330 650
AFSL No. 274099 (BROKER)

TERMS OF YOUR AGREEMENT WITH FINCLEAR SERVICES PTY LTD ABN 60 136 184 962 AFSL No 338264 (FINCLEAR SERVICES)

1. Your clearing arrangements with FinClear Services

FinClear Services is admitted as a Clearing Participant in accordance with the ASX Clear Rules.

Whenever you place an Order with the Broker (as your agent) to purchase or sell Traded Products by means of a Transaction, you are immediately deemed to have entered into an agreement with FinClear Services on the terms and conditions set out below in this Disclosure Statement (**Terms and Conditions**). By placing an Order with the Broker, you accept and agree to be bound by these Terms and Conditions.

If you effect a Transaction through the Broker, FinClear Services carries the clearing obligations and any settlement obligations (together, **Settlement Obligations**) for all Transactions effected through the Broker (including those effected by the Broker on your behalf) and FinClear Services must settle as principal with ASX Clear or the relevant counter-party, even though the Transaction may have been entered into on your behalf. Your clearing obligations and any settlement obligations are therefore owed directly to FinClear Services (and not the Broker).

In the event that you fail to complete a contract in accordance with the ASX Clear Rules or fail to pay the amounts due in respect of a Transaction, FinClear Services has direct rights against you, including rights of sale under the Exchange Rules and ASX Clear Rules and those described in these Terms and Conditions.

2. Conduct of Business

You acknowledge and agree:

- (a) to comply with these Terms and Conditions, all applicable laws, the Exchange Rules, ASX Clear Rules and ASX Settlement Rules and the directions, decisions and requirements of each Relevant Exchange and the customs and usages of the Market. Upon request, you are able to inspect copies of the Exchange Rules, ASX Clear Rules and ASX Settlement Rules at the Broker's offices; and
- (b) that all Transactions are subject to the Exchange Rules, ASX Clear Rules, the directions, decisions and requirements of the Relevant Exchange and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to CS Approved Products, the ASX Settlement Rules.

3. FinClear Services' right to require the Broker to refuse to accept Orders

You acknowledge that FinClear Services may at any time in its absolute discretion direct the Broker to:

- (a) refuse to accept you as a client or not to accept Orders from, or execute Orders for you; or
- (b) refuse to accept a particular Order from you.

4. Purchases and Sales

You must ensure that payment in full is received by FinClear Services (and not the Broker) before the Settlement Date and Time. FinClear Services will not accept payment in cash. In accordance with the provisions of the Corporations Act, and the regulations made under the Corporations Act, pending settlement by you, these Terms and Conditions and the relevant Confirmation (if any) constitutes notice to you that FinClear Services may deposit the Traded Products purchased for you in a particular transaction as security for a loan if FinClear Services has received and paid for such Traded Products on your behalf.

You must deliver to FinClear Services (and not the Broker) all documents and security holder information (including the holder identification number or personal identification number and, if applicable, holder reference number) (**Security Holder Information**) no later than **two business days** before the Settlement Date and Time.

All documentation and Security Holder Information must be sent to:

FinClear Services Pty Ltd
GPO Box 5343
Sydney NSW 2001

If you have entered into a Sponsorship Agreement with either FinClear Services or the Broker, you will be taken to have satisfied this obligation if you ensure that sufficient Traded Products are held in your Sponsored Holding with FinClear Services or the Broker (as the case may be), those Traded Products are unencumbered and, if

the consent of any third party is required before FinClear Services or the Broker (as the case may be) may withdraw those Traded Products, that consent has been obtained and communicated to FinClear Services.

You irrevocably authorise FinClear Services to apply any Traded Products held in your Participant Sponsored Holding to satisfy your Settlement Obligations arising from any Transaction executed by the Broker on your behalf.

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

- (a) the Settlement Date and Time;
- (b) when all documents and Security Holder Information have been received by FinClear Services in deliverable form; and
- (c) all amounts due and payable by you to FinClear Services or the Broker have been paid.

Unless FinClear Services has agreed alternative arrangements with you, FinClear Services will pay all sale proceeds directly to you.

5. Misdirected Market Transactions

If at any time Transactions executed by the Broker are also to be cleared through a Clearing Participant (other than FinClear Services), you acknowledge that:

- (a) the Broker may, incorrectly or otherwise, direct a Transaction which it has executed on your behalf to a Clearing Participant other than FinClear Services (**Misdirected Market Transaction**);
- (b) FinClear Services does not have any Settlement Obligations in respect of any Misdirected Market Transaction; and
- (c) FinClear Services will not provide you with a confirmation in respect any Misdirected Market Transaction.

6. Short sales

A "short sale" is when Traded Products are sold on your behalf, or you place an Order with the Broker to sell Traded Products, at a time when you do not have a presently exercisable and unconditional right to vest the Traded Products in a buyer. Under section 1020B(2) of the Corporations Act, you are prohibited from effecting a short sale unless you are able to rely on an exemption from that prohibition provided in the Corporations Act, *Corporations Regulations 2001* (Cth) or provided by way of ASIC class order relief or other current and effective relief granted by ASIC. You must not place an Order for a short sale with the Broker unless you are able to rely on such an exemption. For the avoidance of doubt, you are able to rely on such an exemption where the circumstances of your Order are such that you are able to satisfy all conditions of any one or more exemptions to the prohibition on short selling.

7. No Advice

You acknowledge that FinClear Services does not provide financial product advice or owe any fiduciary duty to you, nor does it accept responsibility for any financial product advice given to you by the Broker. You must not represent to any person that FinClear Services has given any financial product advice to you.

8. Settlement Date and Time

The "**Settlement Date and Time**" for sales or purchases is the date and time that is specified on the front of the relevant Confirmation. If no date and time are specified or no Confirmation is required to be given, the Settlement Date and Time is 9.00am (Sydney time) on the second Business Day after the execution of the Transaction.

The Broker has no authority to extend the Settlement Date and Time.

9. Warranties by the client

You represent and warrant that before placing any Order with the Broker:

- (a) you will be in a position to pay for any Traded Products purchased and have a presently exercisable and unconditional right to vest any Traded Products sold in the buyer, to enable settlement at the Settlement Date and Time;
- (b) if your Order relates to the purchase of a Partly Paid Security (as defined in the Market Integrity Rules), you have made arrangements (to FinClear Services' satisfaction) to pay to FinClear Services a sufficient amount to cover any liability arising from all possible future calls in respect of the Partly Paid Securities; and
- (c) you will not place an Order for an AQUA Product unless you have received and read the Product Disclosure Statement relating to the product and the ASX Fact Sheet in relation to the ASX Managed Fund Settlement Service.

10. Settlement using BPAY facility

If you would like to make payment from your cheque or savings account by BPAY, please make arrangements with your participating financial institution. Please quote the Biller Code and your BPAY reference number (see the front page of the relevant Confirmation (if any)).

11. Confirmations

You will be given confirmations as required by the Corporations Act and the Market Integrity Rules (**Confirmations**).

You authorise FinClear Services (on behalf of the Broker) to give Confirmations to you electronically to the email address notified to FinClear Services by the Broker on your behalf from time to time for this purpose. FinClear Services may not provide you with paper copies of Confirmations.

You agree to promptly check the accuracy of every Confirmation sent to you and to notify the Broker immediately of any error that you consider may have occurred. In the absence of such notification from you within 24 hours, you will be taken to have accepted the accuracy of the Confirmation.

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

Where the Broker enters into multiple Transactions in order to complete your Order (whether on one or more Relevant Exchanges), you authorise FinClear Services on behalf of the Broker to accumulate those Transactions on a single Confirmation and to specify the volume weighted average price for those Transactions on that Confirmation. If requested by you, the Broker will, if required under the Market Integrity Rules, give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a Confirmation.

If you are a Wholesale Client for the purposes of the Market Integrity Rules, the Broker may elect not to give any Confirmations to you in relation to Transactions executed for you. If the Broker so elects, these Terms and Conditions are taken to be the notification required to be given by the Broker to you under the Market Integrity Rules.

12. Failure to Settle

You acknowledge that, if you fail to make any payment due to FinClear Services or deliver any documents or Security Holder Information to FinClear Services or otherwise comply with the Settlement Obligations that you owe to FinClear Services in relation to a Transaction in accordance with these Terms and Conditions or the relevant Confirmation, if any (**fail to settle**), FinClear Services may do any one or more of the following:

- (a) charge an administration fee calculated by reference to the additional cost which may be incurred by FinClear Services or the Broker (including any fail fees imposed by a Relevant Exchange or ASX Clear) as a result of your failure to settle;
- (b) levy a default charge on the amount from time to time outstanding at a rate of up to 15.0% per annum;
- (c) sell out (or procure the sell out of) any Traded Products purchased (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to FinClear Services and to recover FinClear Services' costs in so acting;
- (d) buy in (or procure the buy in of) any Traded Products sold (and you are fully responsible for any loss in connection with such purchase) and recover FinClear Services' costs in so acting;
- (e) sell out (or procure the sell out of) any Traded Products otherwise held on your behalf (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to FinClear Services and to recover FinClear Services' costs in so acting;
- (f) apply any cash held by FinClear Services or a related body corporate of FinClear Services or the Broker on your account or to which they have access, or payments received for or from you in reduction of your liability to FinClear Services; or
- (g) instruct the Broker to cancel any of your unexecuted Orders, and you authorise FinClear Services and each of its directors and employees as your attorney to give instructions on your behalf in respect of your Traded Product holdings sponsored by FinClear Services or the Broker (or a related body corporate of either them) in CHESS, or held by a related body corporate of either of them in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which either FinClear Services or the Broker is authorised to give instructions, to enable FinClear Services to realise those Traded Products or funds and apply the proceeds in reduction of your liability to FinClear Services and to recover FinClear Services' costs in so acting.

If you fail to settle, FinClear Services may make arrangements on your behalf to ensure that your Settlement Obligations are performed (including by buying-in or borrowing the relevant Traded Products).

If you have not met your settlement obligations owed to FinClear Services in respect of a Transaction executed for you by the Broker by the date which is 4 Business Days after the Settlement Date and Time, it is FinClear Services' policy (and FinClear Services may be obliged under the ASX Settlement Rules), without any notice to you (but without limiting FinClear Services' discretion to take any actions):

- (a) in the case of a purchase, to execute a Transaction to close out the failed purchase (by selling the relevant Traded Products); or
- (b) in the case of a sale, to execute a Transaction to close out the failed sale (by buying-in the relevant Traded Products), and recover any resulting loss from you.

You must pay or reimburse FinClear Services any such administration fees and default charges (together with any GST payable on those amounts) immediately upon demand or at FinClear Services' option it may deduct such administration fees and default charges (and any GST) from any sale proceeds or other amounts otherwise payable to you.

The manner in which FinClear Services may exercise or not exercise, or the timing of or any delay in any exercise by FinClear Services of, any right of FinClear Services under this clause is not to be taken to be financial product advice by FinClear Services to you, and you must not represent to any person that it is financial product advice by FinClear Services.

FinClear Services will not be liable to you for any failure by FinClear Services to exercise (or any delay in the exercise by FinClear Services of) any right FinClear Services may have against you, or any loss incurred by you as a result of FinClear Services not exercising any of its rights against you immediately, or at all, following any failure by you to comply with your obligations.

The rights described in this clause 12 are in addition to any rights that are conferred to FinClear Services under the Exchange Rules and the ASX Clear Rules.

13. Cancellations

Each Relevant Exchange has the power under the Exchange Rules to cancel or amend Transactions or Crossings. You authorise FinClear Services to, and agree that FinClear Services may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any Transactions or Crossing relating to the sale or purchase (as the case may be) of Traded Products:

- (a) if requested to do so by the Broker in accordance with the Exchange Rules;
- (b) if a Relevant Exchange or a participant of the Relevant Exchange exercises its power under the Exchange Rules to cancel or amend (or require the cancellation or amendment of) the Transaction or Crossing; or
- (c) in the event of an Error or otherwise in the circumstances contemplated in the Exchange Rules.

Your obligations referred to in clause 4, and FinClear Services' obligations in relation to the settlement of a Transaction, will no longer apply in respect of a cancelled transaction from the time it is cancelled or, in the case of an amended Transaction, apply as amended.

14. Interest on FinClear Services' trust account

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

15. Assignment to the Broker of debts owed by you to FinClear Services

If you have not paid any debt to FinClear Services, you acknowledge that FinClear Services may (by notice to you and the Broker) assign that debt to the Broker and the assigned debt will become an obligation of yours owed to the Broker. In the event of such an assignment, the Broker (and each of its directors and employees) will have the rights and powers (and may do all the things) set out in clause 12 as if a reference to FinClear Services were a reference to the Broker.

16. Instructions and other communications to be given via the Broker

You acknowledge and agree that all communications given by you (including to provide instructions in respect of transactions in respect of Traded Products) are to be given by you to the Broker (such communications to be given in the form and manner agreed with the Broker from time to time) and the Broker will (as your agent) pass on your communication to FinClear Services.

17. Instructions by fax or e-mail

You acknowledge and agree that:

- (a) you are and will at all relevant times be authorised to make communications to the Broker (who will pass on those communications to FinClear Services on your behalf) (including as the case may be, to give instructions in respect of transactions in respect of Traded Products) by email and fax;
- (b) communication by email and/or fax is not a secure means of communication and involves higher risks of distortion, manipulation and attempted fraud;
- (c) fax communications may be of poor quality or unclear;
- (d) you authorise the Broker and FinClear Services to accept and act without any inquiry upon, communications (including instructions) provided by email and/or fax which appear to the

Broker or FinClear Services to have been provided by or for you; and

- (e) you indemnify the Broker and FinClear Services in respect of any and all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by the Broker or FinClear Services as a result of the Broker or FinClear Services acting on communications (including instructions) provided by email and/or fax.

18. Indemnity

You must, to the maximum extent permitted by law, at all times and from time to time, indemnify and keep each of FinClear Services and its related bodies corporate and any of their respective directors, officers, contractors, agents and employees (each an **Indemnified Person**) harmless from and against all liabilities, losses, damages, costs or expenses directly or indirectly suffered by the Indemnified Person and from and against all actions, proceedings, claims or damages made against the Indemnified Person as a result of:

- (a) any transaction entered into by the Broker on your behalf;
- (b) any failure by you to settle;
- (c) any other breach by you of these Terms and Conditions;
- (d) any breach by you of any other agreement with FinClear Services;
- (e) any breach by you of any representation or warranty made or taken to have been made by you (including without limitation in relation to any disclosure to be made in respect of sale Orders) not being true or correct,

other than to the extent that the loss has resulted from FinClear Services' negligence, wilful default or fraud.

19. Credit references

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

20. Information

You warrant that all information provided by you to the Broker or FinClear Services is, or will be when given, accurate, true and correct and further agree to immediately notify FinClear Services in writing upon becoming aware that such information is no longer accurate, true and correct. You agree that FinClear Services and the Broker may share such information, as well as your account details and information regarding your transactions in Traded Products with each other and with FinClear Services' related bodies corporate on a confidential basis as FinClear Services considers appropriate. You also consent to FinClear Services and/or the Broker disclosing this information and your account details to any regulatory authority, and consent to FinClear Services and/or the Broker using such information and your account details for the purposes of monitoring compliance by you, the Broker and/or FinClear Services with their respective regulatory and contractual obligations, and resolving disputes. Your personal information may be disclosed to credit checking agencies as permitted by law.

You may request access to the personal information that FinClear Services holds about you.

21. Complaints

You have a right to complain about any aspect of your dealings with FinClear Services, and to have that complaint dealt with in accordance with FinClear Services' complaint resolution procedures. A summary of those procedures is set out below.

However, if your complaint relates to services provided by the Broker, your complaint should be dealt with in accordance with the Broker's complaint resolution procedures. If you have such a complaint please contact the Broker.

You have the right to have any complaint about the service you have received from FinClear Services, or any other aspects of your dealings with FinClear Services, investigated and dealt with as quickly as possible in accordance with FinClear Services' complaints resolution procedure.

To assist FinClear Services to respond appropriately to complaints, you are asked to set out complaints in writing, addressed to the Head of Compliance. You should include as much detail about the circumstances of your complaint as possible, including the name(s) of any FinClear Services staff involved. If available, copies of any background documentation should also be provided.

Following receipt of your complaint, the Head of Compliance will acknowledge receipt of it in writing and provide an estimate of the time it will take to investigate the circumstances. The Head of Compliance will fully investigate your complaint and follow up if further information is required from you. The Head of Compliance will then prepare a detailed written response to you after consideration of all relevant documents and following interviews with the involved employees and their manager(s), if required. The written response will be mailed or delivered to you.

As FinClear Services is a member of the Australian Financial Complaints Authority (**AFCA**), FinClear Services will advise you if you

continue to have a complaint that you have the option to pursue your complaint with AFCA. AFCA's contact details are:

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Telephone 1800 931 678

Web www.afca.org.au

If you are not satisfied with the response to your complaint, you may wish to pursue the matter with a Relevant Exchange. Alternatively, ASIC also has a freecall Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

22. Compensation arrangements

As FinClear Services is a Participant of one or more Relevant Exchanges, you may be entitled to make a claim on a compensation fund (such as the National Guarantee Fund (**NGF**) or the Chi-X Fidelity Fund) in the circumstances specified under Part 7.5 of the Corporations Act and the *Corporations Regulations 2001* (Cth). For more information on the circumstances in which you may make a claim or for information about compensation arrangements generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793 (in relation to queries about the NGF) or in relation to another Relevant Exchange, that Relevant Exchange.

FinClear Services has professional indemnity insurance which FinClear Services considers is adequate having regard to:

- (a) the volume and types of business carried on by it; the number and types of its clients; the number of its representatives; and
- (b) any particular or potential claims that may arise pursuant to our participation in external dispute resolution schemes, including the AFCA scheme.

FinClear Services considers that these compensation arrangements satisfy the requirements of s 912B of the Corporations Act and associated regulations.

23. Sponsorship

If you are not currently sponsored by FinClear Services or the Broker, FinClear Services recommends that you enter into a Sponsorship Agreement with FinClear Services or the Broker to enable easy transfer of your Traded Products under CHESS.

24. Joint Holder

If you are a joint holder, these Terms and Conditions bind each person jointly and severally, and each person is authorised to issue instructions to the Broker and give receipts to FinClear Services in relation to any purchase or sale of Traded Products or other matters to which these Terms and Conditions relate.

25. Amendment

These Terms and Conditions may be amended from time to time. FinClear Services will give you 10 days notice of any amendment, after which time, the amendment will become effective.

26. Governing law

These Terms and Conditions are governed by the law in force in New South Wales and you and FinClear Services submit to the non-exclusive jurisdiction of the courts of New South Wales and courts which may hear appeals from those courts.

27. Interpretation

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691

ASX Clear means ASX Clear Pty Limited ABN 48 001 314 503, a wholly owned subsidiary of ASX.

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

ASIC Market Integrity Rules means the *ASIC Market Integrity Rules (Securities Markets) 2017* as amended from time to time.

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532.

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

CHESS means the **Clearing House Electronic Subregister System**

Chi-X means Chi-X Australia Pty Ltd ABN 47 129 584 667

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

Confirmation has the meaning given to it in clause 11.

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

Clearing Participant has the meaning given to it in the ASX Market Integrity Rules.

Crossing has the meaning given to it in the Market Integrity Rules.

Error has the meaning given to it in the Exchange Rules and in relation to Chi-X, has the meaning given to "error trade" in the Chi-X Operating Rules, and has the meaning of any equivalent term in any other Exchange Rules including without limitation "error" or "trade error".

Exchange Rules means the operating rules of each Relevant Exchange and the Market Integrity Rules.

Market means the market operated by the Market Operator under the Market Integrity Rules.

Market Integrity Rules means any market integrity rules made by ASIC in accordance with Part 7.2A of the Corporations Act, as amended from time to time, that apply to a Relevant Exchange, including, without limitation, the ASIC Market Integrity Rules.

NSX means National Stock Exchange of Australia Limited ABN 11 000 902 063.

Order means an order or instruction for the sale, purchase, issue or redemption of Traded Products to be executed or facilitated by FinClear Services.

Participant Sponsored Holding has the meaning given to it in the ASX Settlement Rules.

Relevant Exchange means ASX or Chi-X or NSX and, without limitation, any other exchange on which FinClear Services transacts Orders, or the financial markets operated by them (as the context requires).

Traded Products has the meaning given to Cash Market Products in the ASIC Market Integrity Rules (and includes an AQUA Product) and for other Relevant Exchanges, means the cash equities products (excluding derivatives) admitted for quotation on the relevant market as described in the relevant Exchange Rules or Market Integrity Rules (as the context requires) for that Relevant Exchange.

Trading Participant has the meaning given to that term in the ASIC Market Integrity Rules and to Market Participant in the Chi-X, APX or NSX Market Integrity Rules.

Transaction has the meaning given to Cash Market Transaction in the ASIC Market Integrity Rules and for other Relevant Exchanges, has the meaning given to transaction in cash equities products (excluding derivatives) admitted for quotation on the relevant market as described in the relevant Exchange Rules or Market Integrity Rules (as the context requires) for that Relevant Exchange.

you means the person or persons in whose name the account is opened with the Broker or named on the account opening or application form as the client. If that is more than one person, "you" means each of them separately and every two or more of them jointly. "You" includes your successors and assigns. Words expressed in the singular include the plural and vice versa. Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision. Words used in this document have the meanings given to them in the Exchange Rules, ASX Clear Rules or ASX Settlement Rules. If you require a copy of these definitions please contact the Broker.

You agree that in the event of any inconsistency between this document and any applicable laws, the Exchange Rules, ASX Clear Rules or ASX Settlement Rules, the latter will prevail to the extent of the inconsistency. You acknowledge that this document is not exhaustive and agree to be bound by other policies and procedures which concern the operations of your account with the Broker as notified to you from time to time.

FinClear Services Pty Ltd
A Participant of ASX Group and Chi-X
ABN 60 136 184 962
AFSL 338264

PART F: CHESS SPONSORSHIP

for clients of Argonaut Securities Pty Limited (BROKER)

FINCLEAR SERVICES' EXPLANATION OF CHESS SPONSORSHIP

1. Explanation of Chess Sponsorship Agreement

This document explains the effect of the CHESS (Clearing House Electronic Subregister System) sponsorship agreement (Sponsorship Terms) if you (Client) enter into the Sponsorship Agreement with FinClear Services Pty Ltd (FinClear Services). It is important that you read this explanation and the Sponsorship Terms and understand their content before signing the Client Application Form (which includes the Sponsorship Terms). By signing the Client Application Form and ticking the relevant box that you would like FinClear Services to establish a new HIN sponsored by FinClear Services, you acknowledge that you have understood the effect of the Sponsorship Terms. You are entitled to receive a copy of the executed Sponsorship Terms. You can request a copy of the executed Sponsorship Terms by contacting the Intermediary.

2. What is the purpose of the Sponsorship Terms?

The Sponsorship Terms appoint us as your "controlling participant" on CHESS. CHESS is a system of registering financial products on computer so instead of holding certificates to show that you own shares or other financial products, under CHESS you have financial products registered in your name to show that you own them. CHESS is operated by ASX Settlement Pty Ltd ABN 49 008 504 532 (ASX Settlement) under the ASX Settlement Rules. Only certain people may control financial products on CHESS (we fall under one of these categories). By signing the Client Application Form and ticking the relevant box that you would like FinClear Services to establish a new HIN sponsored by FinClear Services, you appoint us as your controlling participant to control your holding of financial products on CHESS. In other words, we "sponsor" your holdings of financial products on CHESS.

3. Explanation of the Sponsorship Terms

a. Our authority and obligations: clause 2 Sponsorship Terms

In clause 2 you authorise us to act as your agent on CHESS in respect of your holding(s) of the financial products identified by your HIN on Client Application Form.

Clause 2 also sets out our obligations in relation to the transfer of financial products into or out of your holding. Importantly, we will not usually initiate any transfer or conversion of financial products into or out of your holding without your express authority. However, in limited circumstances, for example, if we ask that you pay for financial products and the purchase price for those financial products remains unpaid, we may sell those financial products at your risk and expense.

Clause 2 also identifies the regulatory regime which applies to us and with whom a complaint against us may be lodged.

b. Acknowledgements by you: clause 3 of the Sponsorship Terms

Clause 3 of the Sponsorship Terms contains certain acknowledgements by you. These acknowledgments are that:

- i. you have understood the effect of these Sponsorship Terms;
- ii. if you die or become bankrupt, your sponsored holdings will be locked (the "holder record lock");
- iii. if you die, the Sponsorship Terms remain in operation, with your legal representative authorised to administer your estate for up to three months after the removal of the holder record lock;
- iv. if we are not a Market Participant of ASX, neither ASX nor a Related Body of ASX has any responsibility for supervising or regulating the relationship between you and us (we note however that we are a Market Participant of ASX);
- v. in the event of your death or bankruptcy, where a joint holding exists, we will establish a new holder record in the name of your joint holder or take steps to protect the interest of the joint holder not subject to the bankruptcy order;
- vi. if a transfer of a financial product included in your holding is effected in accordance with the ASX Settlement Rules, then:
 1. you may not assert or claim against ASX Settlement or the relevant issuer of the financial product that we were not authorised by you to effect that transfer; and
 2. unless the transfer was taken to have been effected by a Market Participant of ASX or a Clearing Participant of ASX Clear, you have no claim arising out of the transfer against the national guarantee fund under the Corporations Regulations (again we note however that we are both a Market Participant of ASX and a Clearing Participant of ASX Clear); and
- vii. FinClear Services is entitled to rely on all instructions and communications provided by the Correspondent to FinClear Services with respect to your holding. FinClear Services may

also communicate with the Correspondent (as your agent) with respect to your holding.

c. Security, other interests and sub-positions: clause 4 of the Sponsorship Terms

If you instruct us to lodge financial products as cover for written position (including in a subposition) in relation to exchange traded options or advise us that an interest has been or will be created over financial products, you give us certain authorisations and acknowledgements as described in clause 4, and your ability to transfer, convert or otherwise deal with the financial products will be restricted in accordance with the ASX Settlement rules and in particular those relating to subpositions.

d. Information: clause 5 of the Sponsorship Terms

You must promptly give us any information or documents we ask for to enable us to perform our obligations to act as your controlling participant or comply with the ASX Settlement Rules and requirements.

e. Security, other interests and sub-positions: clause 4 of the Sponsorship Terms

Clause 6 states that you must pay us fees under the Sponsorship Terms as advised by us from time to time. There are currently no fees payable by you in connection with the Sponsorship Terms. In clause 6, you also indemnify us – that is, you agree to be responsible for and pay on our demand – for liabilities, losses or costs we suffer or incur:

- i. in connection with performing our obligations under the Sponsorship Terms;
- ii. in connection with us acting as your controlling participant or agent for the purposes of CHESS; or
- iii. if you do something you agree not to do, or don't do something you agree to do, under the Sponsorship Terms.

Under clause 6 you also authorise us to debit any amount you owe us to any account you have with us.

f. Suspension from CHESS: clause 7 of the Sponsorship Terms

If we are suspended from CHESS participation, you may instruct ASX Settlement to remove your sponsored holdings from the CHESS subregister or move them to another controlling participant in CHESS. If you do not give ASX Settlement such notice within 20 business days, ASX Settlement may change your CHESS sponsor.

g. Complaint procedures: clause 8 of the Sponsorship Terms

You have certain rights if you wish to claim compensation or make a complaint against us. In particular, if we breach the Sponsorship Terms, you may refer that breach to any regulatory authority including ASX Settlement. If we breach a provision of the Sponsorship Terms and you make a claim against us, our ability to satisfy that claim will depend on our financial position. If a breach by us of a provision of the Sponsorship Terms falls within the circumstances specified in Part 7.5, Division 4 of the Corporations Regulations, you may make a claim on the National Guarantee Fund for compensation.

h. Change of controlling participant: clause 9 of the Sponsorship Terms

Clause 9 contains provisions setting out what is to happen if there is a significant change to the organisational structure of our group or the whole of our business is to be transferred to another controlling participant. In particular, those provisions provide for the novation of the Sponsorship Terms to another controlling participant without the need for you to sign a new sponsorship agreement.

i. Termination: clause 10 of the Sponsorship Terms

The Sponsorship Terms are terminated if we become insolvent, if our participation on CHESS is terminated/suspended, if either party notifies the other that it wants to terminate the Sponsorship Terms, or if you give us a withdrawal instruction under rule 7.1.10(c) of the ASX Settlement Rules. Note that while one of these events will bring the Sponsorship Terms to an end, the rights and obligations which have occurred before that time are not affected.

j. ASX Settlement Rules: clause 11 of the Sponsorship Terms

If there is an inconsistency between a part of the Sponsorship Terms and the ASX Settlement Rules, the ASX Settlement Rules will prevail to the extent of that inconsistency.

You have the obligation under clause 11 not to do anything to prevent or hinder us from complying with our obligations under the ASX Settlement Rules.

k. Miscellaneous: clauses 12 to 18 of the Sponsorship Terms
These clauses deal with several important procedural and legal matters.

Clause 12 clearly sets out the procedure for formal communications between you and us. Importantly, if you give instructions to the Intermediary, we are not obliged to act in accordance with those instructions until they are actually passed on to us. Clauses 13 and 14 set out the procedure we will follow if we want to waive or vary a

provision of the Sponsorship Terms. Note that we usually need your written consent if we want to vary a provision. Clauses 15 and 16 of the Sponsorship Terms state that you are entitled to receive a copy of the Sponsorship Terms executed by you and us, and that you instruct us not to send you a hard copy of the Sponsorship Terms executed by us. However, if you ask us at any time, we will send to you a hard copy executed by us. You can request a copy of the executed Sponsorship Terms by contacting your Adviser.

l. Meaning of words

At the end of the provisions section of the Sponsorship Terms is a dictionary which explains the meaning of key words which appear in the Sponsorship Terms.

If you have any questions about the Sponsorship Terms, please contact the Head of Compliance at FinClear Services, GPO Box 5343, Sydney NSW 2001, Telephone 02 8999 4000.

FINCLEAR SERVICES SPONSORSHIP AGREEMENT

Parties

The client named on the application form (**Client**); and
FinClear Services Pty Ltd, ABN 60 136 184 962, AFSL No. 338264 (**FinClear Services**).

1. WHAT IS CHESS?

1.1 CHESS is a system of registering financial products on computer. It is operated by ASX Settlement under the ASX Settlement Rules. Instead of receiving a certificate in respect of your shares or other financial products, you receive a holding statement.

1.2 Only certain categories of people may control financial products on CHESS (FinClear Services falls within one of these categories). Other people who have financial products on CHESS need their holding "sponsored" by a "controlling participant" for the purposes of CHESS. These Sponsorship Terms relate to your appointment of us as your "controlling participant".

2. FINCLEAR SERVICES' AUTHORITY AND OBLIGATIONS

2.1 The Client appoints FinClear Services as its Controlling Participant for CHESS to provide transfer and settlement services as agent for the Client with respect of the Client's holding with the Holder Identification Number (HIN) identified on the Client Application Form. A HIN is a number that is used to identify a holding in CHESS. The Client authorises FinClear Services as the Client's agent to do any act under CHESS relating to the Client's holding.

2.2 Subject to clause 9, FinClear Services will not initiate any transfer or conversion into or out of the Client's holding sponsored under these Sponsorship Terms without the Client's express authority.

2.3 Subject to clause 2.4, FinClear Services is not obliged to transfer financial products into the Client's holding where payment for those financial products has not been received, until payment is received. If the Client authorises FinClear Services to purchase financial products the Client will pay for that purchase within 2 business days from the date of the purchase.

2.4 If FinClear Services demands that the Client pay for financial products, but the purchase price for those for financial products remains unpaid, FinClear Services may sell those financial products at the Client's risk and expense (including any brokerage, stamp duty, GST and other applicable charges).

2.5 If FinClear Services claims that the Client has not paid FinClear Services an amount lawfully owed to FinClear Services, FinClear Services can refuse to comply with the Client's withdrawal instructions (but only to the extent necessary to retain in the Client's holding sponsored under these Sponsorship Terms financial products with a value equal to 120% of the current market value of the amount claimed).

2.6 Subject to clauses 2.4 and 2.5, FinClear Services will initiate any transfer, conversion or other action necessary to give effect to withdrawal instructions within the scheduled time.

2.7 The regulatory regime which applies to FinClear Services is Chapter 7 of the Corporations Act, the ASIC Market Integrity Rules, the operating rules of ASX Clear and the ASX Settlement Rules. The Client can obtain information as to FinClear Services' status from ASIC, ASX, ASX Clear and ASX Settlement.

2.8 A complaint against FinClear Services may be lodged by the Client with FinClear Services, ASIC, ASX, ASX Clear, ASX Settlement or the Australian Financial Complaints Authority (whose postal address is GPO Box 3, Melbourne, VIC, 3001). The Client may lodge a claim for compensation with FinClear Services or, if the circumstances specified in Part 7.5, Division 4 of the Corporations Regulations apply, with the National Guarantee Fund.

3. ACKNOWLEDGEMENTS BY THE CLIENT

3.1 The Client acknowledges that:

- (a) before the Client signs these Sponsorship Terms FinClear Services provided the Client with an explanation of the effect of these Sponsorship Terms and the Client understood the effect of these Sponsorship Terms;
- (b) if the Client dies or becomes bankrupt, a holder record lock will be applied to all the Client's holdings sponsored under these Sponsorship Terms in accordance with rules 8.15.8 to 8.15.11 of the ASX Settlement Rules (unless the Client's legally appointed representative or trustee elects to remove those holdings from the CHESS subregister);
- (c) if the Client dies, these Sponsorship Terms are deemed to remain in operation in respect of the legally appointed representative authorised to administer the Client's estate for a

period of up to three calendar months after the removal of the holder record lock pursuant to rule 8.16.3 of the ASX Settlement Rules (unless the Client's legally appointed representative elects to remove the holdings sponsored under these Sponsorship Terms from the CHESS subregister); and

- (d) if FinClear Services is not a Market Participant of an Approved Market Operator, neither the Approved Market Operator, nor a Related Party of the Approved Market Operator, has any responsibility for regulating the relationship between the Client and FinClear Services, other than in relation to the rules relating to sponsorship agreements.

3.2 If the Client is a joint holder, the Client also acknowledges that:

- (a) if one of the joint holders dies, all holdings under the joint holder record must be transferred into new holdings under a new holder record in the name of the surviving holder(s) (these Sponsorship Terms remain valid for the new holdings under the new holder record); and
- (b) if one of the joint holders becomes bankrupt, FinClear Services will:

- (i) establish a new holder record in the name of the joint holder that is bankrupt, transfer that person's interest 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 (unless the legally appointed representative of the bankrupt holder elects to remove the holdings from the CHESS subregister); and
- (ii) establish a new holder record in the names of the other joint holders and transfer their interest into new holdings under the new holder record.

3.3 The Client acknowledges that if a transfer is taken to be effected by the Client under Section 9 of the ASX Settlement Rules and the Source Holding for the transfer is a Participant Sponsored Holding under these Sponsorship Terms, then:

- (a) the Client may not assert or claim against ASX Settlement or the relevant Issuer that the transfer was not effected by FinClear Services or that FinClear Services was not authorised by the Client to effect the transfer; and
- (b) unless the transfer was taken to have been effected by a Market Participant of an Approved Market Operator or a Clearing Participant of ASX Clear, the Client has no claim arising out of the transfer against the compensation arrangement applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations.

3.4 The Client acknowledges that FinClear Services is entitled to rely on all instructions and communications provided by the Intermediary to FinClear Services with respect to the Client's holding sponsored under these Sponsorship Terms. FinClear Services may also provide communications to the Intermediary (as the agent of the Client) with respect to the Client's holding.

4. SECURITY, OTHER INTERESTS AND SUB-POSITIONS

4.1 If the Client instructs FinClear Services that financial products are to be (lodged with or reserved by ASX Clear or ASX Settlement (including as a subposition) as cover for written positions in the market for exchange traded options operated by ASX, the Client:

- (a) authorises FinClear Services to reserve the financial products in the ASX Clear subposition so that the financial products come under the control of ASX Clear and are subject to the security interest granted in favour of ASX Clear to secure the performance by FinClear Services of its obligations to ASX Clear under and in accordance with ASX Clear Operating Rule 14.6.7;
- (b) authorises any subsequent dealing (including without limitation, any transfer) of the reserved financial products in accordance with the ASX Settlement Rules and ASX Clear Operating Rules;
- (c) acknowledges that the financial products will remain subject to that security interest for so long as those financial products remain reserved in the ASX Clear subposition in accordance with ASX Clear Operating Rule 14.6.7; and
- (d) authorises FinClear Services to take whatever action is required by ASX Clear, ASX Settlement in accordance with the ASX Settlement Rules to give effect to that cover. Those financial products will be subject to the requirements, restrictions and effects of the ASX Settlement Rules for financial products which are lodged with or reserved by ASX Clear or ASX Settlement (including in a subposition) under the ASX Settlement Rules, and the Client is taken to have authorised any action, consequence or dealing that takes place as contemplated by the ASX Settlement.

- 4.2 If Client instructs FinClear Services that a charge or other interest in financial products has been or is to be given to a person, then the Client authorises FinClear Services to take whatever action is reasonably required by that person in accordance with the ASX Settlement Rules to give effect to or record that interest
- 4.3 FinClear Services may take steps to create or reserve a subposition over the Client's holding in the circumstances contemplated by clauses 4.1 or 4.2. FinClear Services may also create a subposition if the Client consents. If FinClear Services does this, the Client's ability to transfer, convert or otherwise deal with the financial products will be restricted in accordance with the ASX Settlement Rules and in particular with those relating to subpositions.
- 5. INFORMATION**
- 5.1 The Client must promptly give FinClear Services any information or documents that FinClear Services asks for to enable FinClear Services to:
- (a) perform its obligations or to act as the Client's "controlling participant" or agent under these Sponsorship Terms; or
 - (b) comply with the requirements of ASX Settlement or the ASX Settlement Rules.
- 5.2 The Client must, in respect of each holder record (which exists or is to be created) for the Client, ensure that FinClear Services is advised of the registration details (including any applicable residency indicator).
- 5.3 The Client must ensure that the information referred to in clause 5.2 above is provided to FinClear Services:
- (a) as soon as possible after the Client places an order with a trading participant (including an order relating to FOR financial products) but in any event, not later than 2 business days prior to the scheduled settlement date of the relevant market transaction; and
 - (b) if the Client's registration details have changed, as soon as possible after that time.
- 5.4 If the Client does not ensure that FinClear Services is advised of a residency indicator but FinClear Services has been provided with a street address, then FinClear Services will be taken to have been advised that, if the relevant street is:
- (a) a street located in Australia, a residency indicator of "D" (for domestic) applies with respect to that holder record; or
 - (b) a street located outside Australia, a residency indicator of "F" (for foreign) applies with respect to that holder record.
- 5.5 If FinClear Services suffers any claim, liability, direct or consequential loss (including to ASX Settlement or an issuer) or incur any cost, charge or expense of any nature as a result of the Client providing (or procuring the provision) or being taken to provide inaccurate registration details, or failing to provide (or procure the provision of) accurate registration details, the Client must on demand fully indemnify FinClear Services and keep FinClear Services fully indemnified in respect of such claim, liability, loss, cost, charge or expense:
- (a) as soon as possible after the Client places an order with a trading participant (including an order relating to FOR financial products) but in any event, not later than 2 business days prior to the scheduled settlement date of the relevant market transaction; and
 - (b) if the Client's registration details have changed, as soon as possible after that time.
- 5.6 Information or documents the Client gives to FinClear Services may be disclosed:
- (a) to any person for these purposes;
 - (b) if required by any regulatory authority (including ASX Settlement) or if allowed or required by law; or
 - (c) to FinClear Services' officers, employees, advisers and agents; or
 - (d) with the Client's consent; or
 - (e) to enable FinClear Services to enforce its rights.
- 6. FEES AND INDEMNITIES**
- 6.1 The Client must pay FinClear Services fees in connection with these sponsorship arrangements as advised by FinClear Services to the Client or the Intermediary from time to time.
- 6.2 If the Client does not pay FinClear Services an amount when it is due, FinClear Services can charge interest on the overdue amount. FinClear Services does this using the method and interest rate FinClear Services determines from time to time.
- 6.3 The Client indemnifies FinClear Services against, and the Client must therefore pay FinClear Services on demand for liability, loss or costs (including consequential or economic loss) FinClear Services suffers or incurs:
- (a) in connection with FinClear Services performing its obligations under these Sponsorship Terms; or
 - (b) in connection with FinClear Services acting as the Client's "controlling participant" or agent for the purposes of CHES; or
 - (c) if the Client does something that the Client agrees not to do, or don't do something that the Client agrees to do, under these Sponsorship Terms.
- 6.4 The Client must pay to FinClear Services these amounts when FinClear Services asks. FinClear Services may also debit any of these amounts to any account the Client has with FinClear Services even if FinClear Services does not expressly ask the Client to pay FinClear Services.
- 6.5 The indemnity in clause 6.3 is a continuing obligation, independent of the Client's other obligations to FinClear Services. It continues even after these Sponsorship Terms are terminated. It is not necessary for FinClear Services to incur expense or make payment before enforcing a right of indemnity conferred by these Sponsorship Terms.
- 7. SUSPENSION FROM CHES**
- 7.1 If FinClear Services is suspended from CHES participation, (subject to the assertion of an interest in financial products controlled by FinClear Services, by the liquidator, receiver, administrator or trustee of FinClear Services) the Client has the right, within 20 business days of ASX Settlement giving notice of the suspension, to give a notice to ASX Settlement requesting that the Client's holdings sponsored under these Sponsorship Terms be removed either:
- (a) from the CHES subregister; or
 - (b) pursuant to rule 12.19.10 of the ASX Settlement Rules from FinClear Services' control to the control of another Sponsoring Participant with whom the Client has entered into a valid sponsorship agreement.
- Under rule 12.19.11 of the ASX Settlement Rules, if the Client does not give ASX Settlement such a notice, ASX Settlement may effect a change of controlling participant, in which case the Client will be deemed to have entered into a new sponsorship agreement with the substitute controlling participant on the same terms as these Sponsorship Terms. Where the Client is deemed to have entered into a new sponsorship agreement in accordance with this clause, the controlling participant must enter into a sponsorship agreement with the Client within 10 Business Days of the change of controlling participant.
- 8. COMPLAINT PROCEDURES**
- 8.1 Except as referred to in clause 8.2, no external compensation arrangements apply to the Client in relation to this sponsorship agreement.
- 8.2 If FinClear Services breaches a provision of these Sponsorship Terms and the Client makes a claim for compensation pursuant to that breach, FinClear Services' ability to satisfy that claim will depend upon FinClear Services' financial circumstances.
- 8.3 If a breach by FinClear Services of a provision of this falls within the circumstances specified under Part 7.5, Division 4 of the Corporations Regulations, the Client may make a claim on the National Guarantee Fund for compensation.
- 8.4 If FinClear Services breach these Sponsorship Terms, the Client may refer that breaches to any regulatory authority, including ASX Settlement.
- 9. CHANGE OF CONTROLLING PARTICIPANT**
- 9.1 If the Client receives a Participant Change Notice from FinClear Services of the Participant Sponsored Holding and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of controlling participant, the Client is under no obligation to agree to the change of controlling participant, and may choose to do any of the things set out in clauses 9.2 or 9.3.
- 9.2 The Client may choose to terminate these Sponsorship Terms by giving withdrawal instructions under the ASX Settlement Rules to FinClear Services indicating whether the Client wants to:
- (a) transfer the Client's Participant Sponsored Holding to another controlling participant; or
 - (b) transfer the Client's Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 9.3 If the Client does not take any action to terminate the agreement in accordance with clause 9.3 above, and does not give any other instructions to FinClear Services which would indicate that the Client does not agree to the change of controlling participant then, subject to clause 9.8, on the Effective Date these Sponsorship Terms will have been taken to have been novated to the new controlling participant and will be binding on all parties as if, on the Effective Date:

- (a) the new controlling participant is a party to these Sponsorship Terms in substitution for the existing controlling participant; and
- (b) the existing controlling participant is released by the Client from any obligations arising on or after the Effective Date.
- 9.4 The novation in clause 9.3 will not take effect until the Client has received a notice from the new controlling participant confirming that the new controlling participant consents to acting as the controlling participant for you. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- 9.5 The Client will be taken to have consented to the events referred to in clause 9.4 by the doing of any act which is consistent with the novation of these Sponsorship Terms to the new controlling participant (for example by giving an instruction to the new controlling participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- 9.6 These Sponsorship Terms continues for the benefit of the existing controlling participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 9.3 not binding or effective on the Effective Date, then these Sponsorship Terms will continue for the benefit of the existing controlling participant until such time as the novation is effective, and the existing controlling participant will hold the benefit of these Sponsorship Terms on trust for the new controlling participant.
- 9.7 Nothing in clauses 9.1 to 9.6 will prevent the completion of CHESS transactions by the existing controlling participant where the obligation to complete those transactions arises before the Effective Date and these Sponsorship Terms will continue to apply to the completion of those transactions, notwithstanding the novation of these Sponsorship Terms to the new controlling participant under clauses 9.1 to 9.6.
- 9.8 If the new controlling participant is not accredited under the ASX Settlement Rules to facilitate the settlement of AQUA Products and the Client's holding contains AQUA Products, FinClear Services will convert the AQUA Product holdings to Issuer Sponsored Holdings.
- 9.9 You acknowledge that CHESS sponsorship of your holdings by FinClear Services may in the future be novated to a related entity, FinClear Execution Ltd (**FinClear Execution**). If you enter into this Agreement after the Participant Change Notice referred to in section 9.1, has been sent to you, you agree that by signing this Agreement you are agreeing to the novation of this Agreement to FinClear Execution and the transfer of your CHESS Sponsored Holdings to FinClear Execution. If you do not wish for this to occur, please advise your Broker or Financial Adviser.
- 10. TERMINATION**
- 10.1 Subject to the ASX Settlement Rules, these Sponsorship Terms are terminated:
- (a) if either party notifies the other in writing that it wants to terminate these Sponsorship Terms (in which case these Sponsorship Terms are terminated from the time the notice is received unless a later time is specified in this notice);
- (b) if FinClear Services becomes insolvent;
- (c) if FinClear Services' status as a Participant of CHESS is terminated or suspended; or
- (d) upon the giving of a withdrawal instruction by the Client to FinClear Services in accordance with rule 7.1.10(c) of the ASX Settlement Rules.
- 10.2 The termination of these Sponsorship Terms does not affect any rights or obligations that have accrued before that time.
- 11. ASX SETTLEMENT RULES**
- 11.1 These Sponsorship Terms are subject to the ASX Settlement Rules. The Client must not do anything that would prevent or hinder FinClear Services from complying with its obligations under the ASX Settlement Rules.
- 11.2 If these Sponsorship Terms are inconsistent with the ASX Settlement Rules, the ASX Settlement Rules prevail to the extent of the inconsistency.
- 12. MISCELLANEOUS**
- 12.1 Unless otherwise required or permitted by FinClear Services or by the ASX Settlement Rules, notices and other communications (each a Notice) under these Sponsorship Terms must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address;
- (c) transmitted by facsimile to that person's address; or
- (d) transmitted by electronic mail to that person's address.
- 12.2 A Notice given to a person in accordance with this clause is treated as having been given and received:
- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if it is sent by pre-paid mail on the third Business Day after posting;
- (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day; and
- (d) if transmitted by electronic mail to a person's e-mail address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.
- 12.3 Where the Client is a joint holder, FinClear Services may treat a notice or other communication (including instructions) signed or received from one of the joint holder's as binding on all of them.
- 13. COMMENCEMENT OF PROVISIONS, WAIVER AND VARIATION**
- 13.1 FinClear Services can vary these Sponsorship Terms by giving the Client written notice of the variation. FinClear Services will give you:
- (a) at least 8 business days notice of the variation of the variation is, in FinClear Services' reasonable opinion, to remove any inconsistency between these Sponsorship Terms and the ASX Settlement Rules; and
- (b) at least 20 business days notice in other cases.
- 13.2 Subject to clause 13.1, a provision of these Sponsorship Terms, or a right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.
- 13.3 Where this agreement contains provisions which come into effect by operation of the ASX Settlement Rules on a particular date (**provision effective date**) and the provision effective date is after the date of the agreement, those provisions only have effect from the provision effective date. You can obtain details of any such provisions and effective dates from the Intermediary.
- 14. SET OFF**
- 14.1 FinClear Services may set off any amount FinClear Services owes the Client against any amount the Client owes FinClear Services or any of FinClear Services' related companies.
- 15. APPLICABLE LAW**
- 15.1 These Sponsorship Terms are governed by the laws in force in New South Wales. The Client and FinClear Services submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 16. COPIES OF THESE SPONSORSHIP TERMS**
- 16.1 The Client is entitled to receive a copy of these Sponsorship Terms executed by FinClear Services. By returning one copy signed by the Client, the Client instructs FinClear Services not to send to it a hard copy of these Sponsorship Terms executed by FinClear Services. However, if the Client asks FinClear Services to, FinClear Services will provide the Client at any time with a hard copy of these Sponsorship Terms executed by both parties.
- 17. MEANING OF WORDS**
- ASX Clear** means Australian Clearing House Pty Limited ABN 48 001 314 503.
- ASIC** means the Australian Securities and Investments Commission.
- ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532) and its agents appointed under the ASX Settlement Rules.
- ASX Settlement Rules** means the business rules of ASX Settlement for CHESS.
- ASX** means ASX Limited ABN 98 008 624 691.
- bankrupt** means being in a state of "bankruptcy" as that term is defined in the ASX Settlement Rules.
- business day** has the meaning given in the ASX Settlement Rules. Generally, it means any day other than a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and a day that Australian Stock Exchange Limited declares is not a business day.
- CHESS** stands for Clearing House Electronic Subregister System and has the meaning given in the ASX Settlement Rules. It is a system of registering financial products on computer.
- CHESS subregister** has the meaning given in the ASX Settlement Rules. Generally, it means that part of a register of financial products that is administered by ASX Settlement.
- controlling participant** has the meaning given to it in the ASX Settlement Rules. Generally it means a person who has the capacity in CHESS to transfer financial products in and out of a sponsored holding.

conversion has the meaning given in the ASX Settlement Rules. Generally, it means the movement of financial products from one holding on one subregister to another holding on another subregister without a change in legal ownership.

costs includes charges and expenses (including stamp duty and other government charges); and costs, charges and expenses in connection with legal and other advisers on a full indemnity basis.

financial products has the meaning given in the ASX Settlement Rules.

FOR financial products has the meaning given in the ASX Settlement Rules. In general, it refers to financial products which, because of legislation or a governing instrument, must not be owned beyond a specified limit by foreign persons.

holder record has the meaning given in the ASX Rules. Generally, it means the details recorded by securities clearing house in CHES for the purpose of operating one or more holdings.

holder record lock has the meaning given in the ASX Settlement Rules. Generally, it means the facility in CHES for preventing financial products from being deducted from a holding.

holding has the meaning given in the ASX Settlement Rules. Generally, it means a holding of financial products by a person, including, when introducing an example does not limit the meaning of the word to which the example relates to that example of examples of a similar kind.

Intermediary means the entity identified as the "Correspondent" or "Intermediary" in the FinClear Services Equities Terms & Conditions in the Client Application Form.

issuer has the meaning given in the ASX Settlement Rules.

market transaction has the meaning given in the ASX Operating Rules.

Registration Details has the meaning given in the ASX Settlement Rules. In general, it refers to the Client's name, address and a Residency Indicator.

residency indicator has the meaning given in the ASX Settlement Rules. In general, it refers to a code (being "D" for domestic, "F" for foreign and "M" for mixed) used to indicate the status for the purposes of the relevant legislation or governing instrument of the ultimate beneficial owner of FOR Financial Products in a holding on CHES.

scheduled time has the meaning given in the ASX Settlement Rules. The scheduled time varies depending on the act to which it relates.

subposition has the meaning given in the ASX Settlement Rules. Generally, it means an arrangement under which activity relating to the financial products may be restricted and access to the financial products given to a person other than the Client's normal sponsor.

trading participant has the meaning given in the ASX Settlement Rules.

transfer has the meaning given in the ASX Settlement Rules. Generally, it means a transfer of financial products to or from a holding on CHES.

withdrawal instructions has the meaning given in the ASX Settlement Rules. Generally, it means the instructions by a person who is sponsored on CHES for the withdrawal of financial products from the sponsored holdings.

Certain definitions refer to the ASX Settlement Rules. The Client should read those rules for the full terms of the definitions. The definition may change from time to time if the ASX Settlement Rules are changed.

The singular includes the plural and vice versa.

A reference to:

a document (including the ASX Settlement Rules) or agreement includes any variation or replacement of it;

law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and any thing includes the whole and each part of it

PART G: FINCLEAR SERVICES DIRECT DEBIT REQUEST AND SERVICE AGREEMENT

DIRECT DEBIT REQUEST

This is your Direct Debit Service Agreement terms and conditions with FinClear Services Pty Limited, Debit User Identification number 619725 or 625407 and ABN 60 136 184 962 (the Debit User). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

If you complete Section 13 on the Application Form or have previously completed a FinClear Services' Direct Debit / Credit Authority Form and signed the form in the manner required, you:

- (a) request and authorise FinClear Services (Debit User Identification number 619725 or 625407) to arrange for any amount which you owe to FinClear Services from time to time to be debited through the Bulk Electronic Clearing System and paid to FinClear Services from the Account you have nominated in the Application Form;
- (b) authorise FinClear Services to debit in accordance with the Direct Debit Agreement the Account nominated by you in the Application Form with any amount FinClear Services may debit or charge you; and
- (c) acknowledge having read and understood, and agree to be bound by, the terms in the Direct Debit Agreement below.

DIRECT DEBIT REQUEST SERVICE AGREEMENT

1. DEFINITIONS

In this Direct Debit Agreement:

Account means the account identified as the direct debit account in Part 13 of the Application Form, but only if that account is held with a Financial Institution.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or where there is a public holiday simultaneously in Victoria and New South Wales.

Debit Day means the day that payment is due from you to FinClear Services.

Debit Payment means a particular transaction where a debit is made.

Direct Debit means the direct debit request which you make to FinClear Services by completing Part 13 of the Application Form and signing the Application Form.

Financial Institution means a financial institution with whom FinClear Services has a direct debit facility arrangement. Please contact your adviser to check whether FinClear Services has a direct debit facility arrangement with Your Financial Institution.

Your Financial Institution means the Financial Institution at which the Account is kept.

2. DEBITING THE CLIENT'S ACCOUNT

- 2.1 By completing Section 13 of the Application Form and signing the Application Form in the manner prescribed, you authorise FinClear Services to arrange for funds to be debited from the Account and you warrant and represent that you are duly authorised to request the debiting of payments from the nominated bank account.
- 2.2 FinClear Services will only arrange for funds to be debited from the Account as authorised in the direct debit request.
- 2.3 If the Debit Day falls on a day that is not a Banking day, FinClear Services may direct Your Financial Institution to debit the account on the following Banking day. If you are unsure about the day on which the Account has or will be debited, you should ask Your Financial Institution.

3. YOUR OBLIGATIONS

- 3.1 It is your responsibility to ensure that there are sufficient clear funds available in the Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 3.2 If there are insufficient funds in the Account to meet a Debit Payment:
 - (a) you may be charged a fee and/or interest by Your Financial Institution;
 - (b) you may also incur fees or charges imposed or incurred by FinClear Services; and
 - (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in the Account by an agreed time so that FinClear Services can process the Debit Payment.
- 3.3 You should check the Account statement to verify that the amounts debited from the Account are correct.
- 3.4 If FinClear Services is liable to pay goods and services tax (GST) on a supply made in connection with this agreement,

then you agree to pay FinClear Services on demand an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4. CHANGES

- 4.1 You may request deferment of, or alteration to, suspension of these direct debit arrangements or stop any debit item by providing signed written instructions to your financial adviser or contact Your Financial Institution.
- 4.2 You may also cancel your authority for FinClear Services to debit the Account by providing notice to your financial adviser or contact Your Financial Institution.
- 4.3 FinClear Services may make changes or terminate these arrangements at any time by giving 14 days notice in writing to you.

5. DISPUTE

- 5.1 If you believe there has been an error in debiting your account, you should notify your financial adviser or your Financial Institution for assistance.
- 5.2 If FinClear Services concludes as a result of our investigations that the Account has been incorrectly debited FinClear Services will arrange for your Financial Institution to adjust the Account accordingly. FinClear Services will also notify you in writing of the amount by which the Account has been adjusted.
- 5.3 If FinClear Services concludes as a result of our investigations that the Account has not been incorrectly debited FinClear Services will provide you with reasons and any evidence for this finding.

6. ACCOUNTS

FinClear Services recommends that you:

- (a) confirm with Your Financial Institution whether direct debiting through the Bulk Electronic Clearing System (BECS) is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution; and
- (b) check that the Account details provided to FinClear Services are correct by checking them against a recent Account statement; and
- (c) check with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7. CONFIDENTIALITY

- 7.1 FinClear Services will keep any information (including Account details) in your Direct Debit confidential.
- 7.2 FinClear Services will only disclose information that it has about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this Direct Debit Agreement (including disclosing information in connection with any query or claim); or
 - (c) as permitted by the Terms.

8. NOTICE

- (a) If you wish to notify us in writing about anything to this agreement, you should write to your financial adviser.
- (b) We may send notices either electronically to your email address or by ordinary post to the address you have given us; and
- (c) If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.

9. GOVERNING LAW

These terms are governed by the laws in force in New South Wales.

PART H: FINCLEAR SERVICES PRIVACY POLICY AND CLIENT STATEMENT

This policy applies to information collected by FinClear Services Pty Ltd and its related bodies corporate (including FinClear Services Nominees Pty Ltd) ("FinClear Services", "we" or "us"). It outlines how we collect and use personal information that we hold about you in accordance with the Privacy Act.

What personal information is collected?

We collect personal information that is reasonably necessary for us to provide you with a service. This includes personal information that we are required to collect under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to identify you and verify your identity. If you do not provide the information that we ask for, we may not be able to provide the products or services you have requested.

We may collect information such as your name, address, phone number, email address, tax file number, bank account details, other information that may be required for identification purposes, information about your investments and transactions and other information related to the services we provide.

How personal information is collected?

We will generally collect your personal information from your financial adviser or stockbroker in the course of you applying to open an account with your financial adviser or stockbroker and FinClear Services and transacting on that account. By using FinClear Services services you consent to FinClear Services collecting your information from your financial adviser or stockbroker or other person or entity who provides services to you. We may also collect information directly from you, such as when you provide the information by phone, email or in an application form or when you deal with us as a key contact or employee of a client or counterparty of FinClear Services.

Use and disclosure of your personal information

FinClear Services may use your personal information for the primary purpose of providing securities trading and settlement services to you, as well as for related purposes such as:

- to verify your identity or transactions which you may enter into with us;
- to administer and manage the provision of our products and services;
- to provide you with offers of other FinClear Services products or services;
- to comply with laws and regulatory requirements, including complying with any request made by a governmental authority or regulator, such as in connection with legal proceedings or the prevention or detection of fraud and crime;
- to comply with FinClear Services' risk management policies and procedures;
- conducting due diligence as part of a pre-employment screening or acceptance of your account with FinClear Services; or
- another purpose related to the primary purpose.

For the purposes we have described, we may disclose your personal information:

- to our suppliers (including service and content providers), contract and service providers, professional advisers, dealers and agents;
- to government agencies or individuals responsible for the investigation and resolution of disputes or complaints covering your use of our services and facilities including for example ASIC, AUSTRAC or the OAIC;
- other parties involved in the administration of your investments including stock exchanges, product issuers, investment registries or mailing houses;
- anyone to whom our assets or business (or any part of it) is transferred (or offered to be transferred, subject to confidentiality provisions);
- other entities in the wider FinClear Services group; or
- where you have otherwise consented or as otherwise required or authorised by law.

Access and correction and updating personal information

You can request access to the personal information that we hold about you by contacting us using the contact details at the end of this statement. Generally, we will provide you with access to personal information that we hold about you within a reasonable time of a request, unless an exception applies under the Privacy Act. If you believe the personal information that we hold about you is inaccurate, incomplete or out-of-date, you can seek the correction of

that personal information by contacting us using the contact details at the end of this statement. If we disagree with you about the accuracy, completeness or currency of our records, you have the right to request that we note your disagreement in our records. You should keep us informed of any changes to your information by notifying us in writing (which may be through your financial adviser or stockbroker). We may also ask you to review, confirm and advise of us changes to your personal information.

Storage and security of information

FinClear Services stores personal information in a combination of computer storage facilities, paper-based files and other records. We will take reasonable steps to protect personal information from loss, misuse, unauthorised access, modification or disclosure.

Cross-border disclosure of personal information

We may transfer personal information to unaffiliated service providers in locations beyond Australia (including, but not limited to, the United States) in the course of using or disclosing it for one of the purposes referred to above or storing that information. When transferring personal information to foreign jurisdictions, FinClear may take steps to ensure the overseas recipient of the information does not breach the Australian Privacy Principles in relation to the information. However, FinClear may be unable to ensure the overseas recipient does not breach the Australian Privacy Principles in relation to your information. This may mean for information sent overseas you do not have the protections of or any redress under the Privacy Act or in the foreign jurisdiction for any breach. The overseas recipient may not be subject to privacy obligations equivalent those under the Privacy Act and could be compelled by foreign law to make disclosure of the information. By using FinClear services you consent to FinClear making the disclosure to overseas recipients on this basis.

FinClear Services and GDPR

FinClear Services is a wholly owned subsidiary of FinClear Holdings Pty Ltd. Privacy laws in Europe have changed with the introduction by the European Union of its General Data Protection Regulation (GDPR). For more information please see our European Union General Data Protection Regulation Privacy Statement (**GDPR Privacy Statement**) at <https://finclear.com.au/how-to-forms/>

The GDPR Privacy Statement includes more details about the types of personal information collected including:

- the categories of personal information processed;
- the lawful basis for such processing;
- the organizations with which personal information is shared;
- international transfers of personal information; and
- how long personal information is retained.

Complaints

You can make a complaint about the way we have handled your personal information (including if you think we have breached the Privacy Act) to our Privacy Officer in writing, by mail or fax to the address or fax number set out at the end of this statement. When you contact us, include your email address, name, address and telephone number and clearly describe your complaint. Our Privacy Officer will investigate the complaint and respond to you promptly. If you consider that we have failed to resolve the complaint satisfactorily, and you are an individual located in Australia, you can complain to the Office of the Australian Information Commissioner.

Changes to this policy

This statement is subject to change from time to time as FinClear Services considers necessary. We will publish material changes by making them available to you through your financial advisor or stockbroker or elsewhere updating the statement in the places it is published including in our standard forms and documents.

Contact details

You can contact us by:

Post:	FINCLEAR SERVICES PTY LTD Privacy Officer GPO Box 5343 Sydney NSW 2001
Email:	compliance@finclearservices.com.au

When you contact us, include your email address, name, address and telephone number and clearly describe the reason why you are contacting us.

PART I: FINCLEAR SERVICES' FINANCIAL SERVICES GUIDE (FSG)

Issued by FinClear Services Pty Ltd
ABN 60 136 184 962
Australian Financial Services Licence No. 338264
Date FSG was prepared: 28 July 2021

1. Terms used in this FSG

AFSL	Australian Financial Services Licence
ASX	ASX Limited ABN 98 008 624 691 or the market operated by it, as the context requires.
Broker	A Participant of one or more Relevant Exchanges which has engaged FinClear Services to clear transactions executed by the Broker on a Relevant Exchange.
Chi-X	Chi-X Australia Pty Limited ABN 47 129 584 667 or the market operated by it, as the context requires.
Client	Clients are considered 'wholesale' or 'retail' as defined under the Corporations Act.
Correspondent	Your Broker or Financial Intermediary, as the case may be.
ETOs	Exchange Traded Options
Financial Intermediary	An AFSL holder who has engaged FinClear Services to execute and clear transactions on a Relevant Exchange.
FSG	Financial Services Guide
IDPS	Investor Directed Portfolio Services
International Securities Trader	A FinClear Services group entity or a third party authorised to provide securities dealing and/or custody services on an international market.
MDA	Managed discretionary accounts, being a service which a Correspondent may provide to you under which you authorise the Correspondent to manage an investment portfolio on your behalf and to make investments decisions in relation to the portfolio in accordance with an investment program agreed with you.
PDS	Product Disclosure Statement
FinClear Services, we, us, our	FinClear Services Pty Ltd ABN 60 136 184 962; AFSL No. 338 264
FinClear Services Nominees	FinClear Services Nominees Pty Ltd ACN 137 911 730, a wholly owned subsidiary of FinClear Services, or another nominee company appointed by FinClear Services
Relevant Exchange	ASX or Chi-X or any other securities exchange on which FinClear Services transacts, or the financial markets operated by them (as the context requires).

2. Purpose of this FSG

This FSG provides information about:

- Who we are;
- What relationships and associations we have;
- The services we provide;
- How you may provide us with instructions and make payments into our trust account
- The remuneration that may be paid to us or to other relevant persons for the services we provide;
- The documents you may receive from us;
- How we handle complaints; and
- Your privacy and how we use your personal information.

This FSG has been prepared by FinClear Services and was prepared on 28 July 2021 to assist you in deciding whether to use the services we provide. You should read it carefully and make sure you understand it.

Together with this FSG, you will have received an FSG from the Correspondent. You should read both documents before deciding whether to use the services that we provide.

3. Who is FinClear Services?

FinClear Services is licensed under the Corporations Act (Australian Financial Services Licence (AFSL) No 338 264) to provide financial services and is a Trading Participant of ASX, a Participant of Chi-X,

a General Participant of ASX Clear Pty Ltd ABN 48 001 314 503 (**ASX Clear**) and a Settlement Participant of ASX Settlement Pty Ltd ABN 49 008 504 532 (**ASX Settlement**). FinClear Services may become a participant of other Relevant Exchanges from time to time. FinClear Services is a wholly owned subsidiary of FinClear Holdings Pty Ltd.

FinClear Services has authorised the distribution of this FSG.

4. The services offered by FinClear Services

FinClear Services is authorised under its AFSL to:

- a) deal in (including arranging to deal in) the following financial products:
 - Securities (such as shares, options and warrants that can be traded on a Relevant Exchange);
 - Interests in managed investment schemes (other than IDPS), such as units in ASX listed trusts;
 - Derivatives, such as ASX Exchange Traded Options (**ETOs**);
 - Foreign exchange contracts; and
- b) provide a custodial or depository scheme service (other than IDPS),

to wholesale and retail clients.

FinClear Services provides/arranges to provide execution, clearing, settlement and nominee services. You have received a copy of this FSG because the Correspondent has arranged for FinClear Services to provide one or more of the following services:

a) Clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange

FinClear Services may be engaged by a Broker to clear the transactions in securities and interests in managed investment schemes executed on or facilitated through a Relevant Exchange by the Broker. If you are a client of one of those Brokers and you effect a transaction in securities or interests in managed investment schemes on a Relevant Exchange through the Broker, FinClear Services (as clearer) will be responsible for the settlement obligations in respect of that transaction. FinClear Services may also settle transactions not executed on a Relevant Exchange (e.g. primary market transactions or off market transactions).

For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of that transaction directly to FinClear Services and not to the Broker. If you are a client of one of those Brokers, you will be provided with a Disclosure Statement which contains more information concerning the clearing services FinClear Services provides and the terms of your agreement with FinClear Services in respect of the those services.

b) Execution and clearing services for transactions in securities and interests in managed investment schemes executed through a Relevant Exchange

FinClear Services may also be engaged by a Financial Intermediary to provide to clients of the Financial Intermediary, execution and clearing services in securities and interests in managed investment schemes. This means that FinClear Services will execute or facilitate the transaction on a Relevant Exchange for you and clear and settle those transactions. FinClear Services may also settle for you transactions not executed on a Relevant Exchange (e.g. primary market transactions or off market transactions).

As a client of one of those Financial Intermediaries, you may effect a transaction in securities or interests in managed investment schemes on a Relevant Exchange by providing instructions to the Financial Intermediary. The Financial Intermediary will then, as your agent, communicate your instructions to FinClear Services who may then execute the transaction on a Relevant Exchange for you or facilitate settlement of the transaction. For this purpose, you will become FinClear Services' client.

In addition, FinClear Services will also clear all transactions in securities or interests in managed investment schemes that FinClear Services has executed on your behalf under this arrangement. Accordingly, FinClear Services will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of those transactions directly to FinClear Services and not to the Financial Intermediary.

If you are a client on one of those Financial Intermediaries, you will be provided with a document that summarises FinClear Services' Best Execution Policy and explains how we handle and execute your orders, as required under the *ASIC Market Integrity Rules (Securities Markets) 2017*.

c) Clearing services for transactions in Exchange Traded Options executed on ASX

FinClear Services may also be engaged by a Broker to clear the transactions in ETOs executed on ASX by the Broker.

If you are a client of one of those Brokers and you effect a transaction in an ETO on ASX through the Broker, FinClear Services (as clearer) will be responsible for the settlement obligations in respect of that transaction. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of that transaction directly to FinClear Services, not to the Broker.

If you are a client of one of those Brokers, and wish to trade in ETOs on ASX through it, you will need to enter into a Derivatives Client Agreement with FinClear Services.

You may also need to enter into a Derivatives Client Agreement with the Broker, and the Broker may be required to give you a Product Disclosure Statement (PDS) in relation to the ETOs that you may trade. The PDS will contain information concerning ETOs to assist you in deciding whether those products are appropriate for your needs.

d) Execution and clearing services for transactions in Exchange Traded Options executed on ASX

FinClear Services may also be engaged by a Financial Intermediary to provide to clients of the Financial Intermediary execution and clearing services in ETOs. This means that FinClear Services will execute transaction in ETOs on ASX for you and clear and settle those transactions.

If you are a client of one of those Financial Intermediaries and you wish to deal in ETOs on ASX, you may do so by communicating an order to deal in ETOs to the Financial Intermediary. The Financial Intermediary (as your agent) will communicate that order to FinClear Services who will execute the transaction on ASX on your behalf. For this purpose, you will become a client of FinClear Services.

In addition, FinClear Services will also clear all transactions in ETOs that are executed by FinClear Services on your behalf. Accordingly, FinClear Services will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of those transactions directly to FinClear Services and not to the Financial Intermediary.

If you are a client of a Financial Intermediary and wish to trade in ETOs on ASX, you will need to enter into a Derivatives Client Agreement with FinClear Services.

We may also be required to give you a PDS in relation to the ETOs that you may trade. The PDS will contain information concerning ETOs to assist you in deciding whether those products are appropriate for your needs. The Correspondent may also be required to give you a PDS in relation to the ETOs that you may trade.

e) Clearing services for transactions in Exchange Traded Options "given up" to FinClear Services on ASX

FinClear Services may clear a transaction in ETOs executed on ASX by another Participant of ASX Group if the transaction is "given up" to FinClear Services. If FinClear Services accepts the "give up" of such a transaction executed for you, FinClear Services will be responsible for the settlement obligations in respect of that transaction. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of that transaction directly to us and not to the other Participant.

Before FinClear Services can accept the "give up" to it of a transaction in ETO executed for you, you will need to enter into a Derivatives Client Agreement with FinClear Services. You will be provided with a PDS relating to ETOs as part of your client application documentation with the Derivatives Client Agreement.

f) Execution, clearing and settlement services for transactions in securities on international markets

FinClear Services may also be engaged by a Correspondent to arrange execution, clearing and settlement services in securities on international markets for clients of the Correspondent. This means that FinClear Services will arrange for the execution, clearing and settlement of the transaction with an entity which holds the appropriate authorisation to do so in that market (International Securities Trader). The International Securities Trader may be a FinClear Services group entity or a third party entity.

As a client of one of those Correspondents, you may effect an international securities transaction on an international market by providing instructions to the Correspondent. The Correspondent, acting as your agent, will then communicate your instructions to FinClear Services who, in acting for you, will communicate them to the International Securities Trader for fulfilment through

FinClear Services' Account with that International Securities Trader. Securities traded on your behalf using FinClear Services' Account will be traded beneficially for you by FinClear Services. For this purpose, you will become FinClear Services' client, but not the client of the International Securities Trader.

FinClear Services will also arrange for the International Securities Trader to clear and settle all transactions in securities that it has executed on your behalf under this arrangement. Accordingly, FinClear Services will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of FinClear Services and you will owe your settlement obligations in respect of those transactions directly to FinClear Services and not to the Correspondent or the International Securities Trader.

g) Settlement and nominee services - general

FinClear Services may also be engaged by a Correspondent to provide to clients of the Correspondent settlement services in securities and interests in managed investment schemes. This means that FinClear Services will settle transactions arranged for you by the Correspondent and executed on a Relevant Exchange for you by a Trading Participant of a Relevant Exchange (other than FinClear Services and the Correspondent).

However, FinClear Services will only settle such transactions if, in the case of a purchase, the necessary funds are made available to FinClear Services and, in the case of a sale, the financial products sold are made available to FinClear Services, in each case in sufficient time before the time the transaction is to be settled.

As part of this service, FinClear Services may also arrange for your securities and interests in managed investment schemes to be held by FinClear Services Nominees as nominee for you. For the purpose of settlement and nominee services, you will become FinClear Services' client.

h) Settlement and nominee services – MDA accounts

FinClear Services may be engaged to provide settlement and nominee services as described in paragraph 4 a) above to clients of the Correspondent in connection with the provision to the Client by the Correspondent of managed discretionary account (MDA) services. In that event, FinClear Services will be responsible only for the following services:

- the settlement of transactions which the Correspondent has arranged to be executed on a Relevant Exchange on your behalf (provided that FinClear Services will only settle such transactions if, in the case of a purchase, the necessary funds are made available to FinClear Services and, in the case of a sale, the financial products sold are made available to FinClear Services, in each case in sufficient time before the time the transaction is to be settled);
- the holding by FinClear Services Nominees as nominee for you of securities and interests in managed investment schemes which are acquired or otherwise form part of your investment portfolio (Investments) which the Correspondent manages for you as part of the MDA services;
- as FinClear Services Nominees will be the registered holder of your Investments:
 - it will receive any dividends or other distributions in respect of those Investments and will deal with them in accordance with instructions from the Correspondent;
 - it will be entitled to cast any votes in respect of your investments and may do so in accordance with instructions from the Correspondent
- FinClear Services if required to do so under relevant regulatory requirements will provide you with an activity statement in respect of any transactions which it settles on your behalf unless you are deemed to be a wholesale client; and
- any other services to be provided by FinClear Services to you under the Nominee and Settlement Services Agreement entered into with you.

The Correspondent will be responsible for the following:

- management of your Investments based on an investment program agreed between you and the Correspondent, including the making of all investment decisions on your behalf in connection with your Investments;
- arranging for transactions to be executed on a Relevant Exchange for you by a Trading Participant of a Relevant Exchange (other than FinClear Services and the Correspondent);
- giving instructions to FinClear Services in connection with the settlement of transactions executed on a Relevant Exchange for you and the distributions and rights in respect

of the Investments held by FinClear Services Nominees on your behalf; and

- any other services required in connection with the provision of MDA services to you which are not to be provided by FinClear Services.

i) CHESS Sponsorship services

FinClear Services may act as a CHESS Sponsoring Participant of the clients of its Correspondents. Clients that are to be CHESS sponsored by FinClear Services must enter into a Sponsorship Agreement with FinClear Services.

j) Nominee and custody services

FinClear Services may, in its absolute discretion, arrange for its wholly owned subsidiary, FinClear Services Nominees and/or another entity to provide nominee and other custody services for clients of the Correspondents for whom it provides clearing services and other clients. If you want FinClear Services to arrange for FinClear Services Nominees to provide nominee or custody services to you, you will need to enter into an agreement for this purpose. Where FinClear Services provides nominee services the financial products held by FinClear Services on your behalf may be held in the same account in which FinClear Services Nominees holds securities for other persons.

k) Other services

FinClear Services acts as agent for the clients of Correspondents in providing settlement services for the client in respect of transactions executed by the client or on behalf of the client by another person. FinClear Services does not provide any financial product advice to retail clients. FinClear Services is authorised under its AFSL to provide general financial product advice to wholesale clients only for the following classes of financial products:

- derivatives;
- foreign exchange contracts;
- interests in managed investment schemes excluding investor directed portfolio services; and
- securities.

5. Capacity in which FinClear Services acts

The capacity in which FinClear Services acts depends on the service to be provided as follows:

a) Clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange

FinClear Services acts as principal with ASX Clear or the relevant counterparty in relation to the clearing and settlement of transactions in securities and interests in managed investment schemes executed on a Relevant Exchange on your behalf. However, there may be certain activities which FinClear Services will perform as agent for another person (such as the despatch by FinClear Services of confirmations to clients as agent for the Broker that executed the transaction).

In clearing the transaction, FinClear Services acts as agent for the client for whom the transaction was executed. However, FinClear Services will owe the settlement obligations in respect of that transaction to ASX Clear as principal.

b) Execution and clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange

FinClear Services acts as principal with ASX Clear or the relevant counterparty in relation to the execution of your orders which are communicated to it by the Financial Intermediary for execution on a Relevant Exchange on your behalf. We act as principal (and not as agent for the Financial Intermediary) in relation to the clearing and settlement of such transactions. However, there may be certain activities which we will perform as agent for another person (such as the despatch by us of confirmations to clients as agent for the Financial Intermediary that arranged for the execution of the transaction). In clearing the transaction, FinClear Services acts as agent for the client for whom the transaction was executed. However, we will owe the settlement obligations in respect of that transaction to ASX Clear as principal.

c) Execution and clearing services for transactions in securities on international markets

When FinClear Services enters into a contract with you to arrange for the execution, clearing and settlement of

international securities transactions on a foreign market by an International Securities Trader for you, it does so as principal on its own behalf, and not as someone's agent.

When FinClear Services arranges for the provision of international securities trading services to you in accordance with this contract, FinClear Services acts as agent for you. In order to provide these services to you, FinClear Services (as principal), has entered into agreements with an International Securities Trader, and will owe obligations in relation to any transactions directly to the International Securities Trader. (It is then your contract with FinClear Services which enables FinClear Services to ultimately call upon you to satisfy these obligations).

d) Clearing services for transactions in Exchange Traded Options executed on ASX

FinClear Services acts as principal in relation to the clearing and settlement of transactions in ETOs executed on ASX on your behalf. FinClear Services also acts as principal in respect of the clearing and settlement of transactions in ETOs executed on ASX on your behalf for which FinClear Services accepts the "give up". However, there may be certain activities which FinClear Services will perform as agent for another person (such as the despatch by FinClear Services of confirmations to clients as agent for the Broker that executed the transaction). The rights of FinClear Services against the ASX Group in respect of any transaction in ETOs executed on ASX for which FinClear Services has the settlement obligations will be personal to FinClear Services, and the benefit of those rights will not pass to the client for whom the transaction was executed. Accordingly, in clearing the transaction and being the registered holder of the ETO, FinClear Services acts as principal and not as an agent or trustee for the client. However, FinClear Services will owe corresponding obligations to the client as a principal.

e) Execution and clearing services for transactions in Exchange Traded Options executed on ASX

FinClear Services acts as principal in relation to the execution of your orders which are communicated to it by the Financial Intermediary for execution on ASX on your behalf. We act as principal (and not as agent for the Financial Intermediary) in relation to the clearing and settlement of such transactions. FinClear Services also acts as principal in respect of transactions in ETOs executed on ASX on your behalf for which FinClear Services accepts the "give up". However, there may be certain activities which FinClear Services will perform as agent for another person (such as the despatch by FinClear Services of confirmations to clients as agent for the Financial Intermediary who arranged for that transaction to be executed). The rights of FinClear Services against the ASX Group in respect of any transaction in ETOs executed on ASX for which FinClear Services has the settlement obligations will be personal to FinClear Services, and the benefit of those rights will not pass to the client for whom the transaction was executed. Accordingly, in clearing the transaction and being the registered holder of the ETO, FinClear Services acts as principal and not as an agent or trustee for the client. However, we will owe corresponding obligations to the client as a principal.

f) Settlement and nominee services

FinClear Services acts as your agent in relation to the settlement of transactions in securities and interests in managed investment schemes which the Correspondent has arranged for another Trading Participant to execute on a Relevant Exchange on your behalf.

FinClear Services may arrange for FinClear Services Nominees to provide nominee services to clients. Subject to the terms of the relevant documentation, FinClear Services Nominees acts as nominee or trustee for the client in providing those services.

g) Sponsorship services

FinClear Services acts as principal in providing sponsorship services to clients.

h) Nominee and custody services

FinClear Services may arrange for FinClear Services Nominees and/or another entity to provide nominee and other custody services to you. FinClear Services Nominees or the other entity, will act as nominee or trustee for you in providing the service.

i) Other services

FinClear Services acts as agent for the client in providing settlement services for the client in respect of transactions executed by the client or on behalf of the client by another person.

6. How you may provide instructions and make payments into our trust account

To provide instructions to FinClear Services, you must contact your Correspondent or Broker as appropriate (and not FinClear Services directly).

You may only deposit funds into a FinClear Services trust account if the funds are paid in connection with financial services provided (or to be provided) by FinClear Services to you. FinClear Services' trust accounts are not "holding" accounts where your funds, with no connection to FinClear Services or the financial services provided by FinClear Services to you, may be deposited for convenience or by any other party other than you or your Correspondent or Broker on your behalf.

FinClear Services will not facilitate or accept the deposit of funds into its trust accounts in the form of cash or cheques over-the-counter in bank branches or via automated telling machines by you, your Correspondent, your Broker or any other party.

You and your Correspondent or Broker (as appropriate) must only deposit or facilitate the deposit of cleared funds from your client bank account by electronic funds transfer or BPay in relation to the financial services provided by FinClear Services.

7. How we are remunerated

a) Remuneration for execution, clearing and settlement services

FinClear Services will charge the Correspondent fees for executing and/or clearing transactions, and for providing settlement and nominee services to clients.

The fees that FinClear Services may charge the Correspondent may be a fixed monthly fee, a fee per trade, a fee per service and/or other fees.

You or the Correspondent may be charged fail fees by FinClear Services where you fail to perform your settlement obligations in respect of a transaction that has been executed on your behalf. Fail fees may include a fee imposed by a Relevant Exchange, an administrative fee and a default charge on the amount outstanding from time to time.

FinClear Services may also charge you or the Correspondent for services provided by FinClear Services which are directly related to or ancillary to the transactions executed on your behalf including, without limitation, charges and fees related to FinClear Services holding foreign exchange in its trust account for extended periods of time, payment return fees, dishonour fees, cheque issuance or processing fees, wire fees, delayed payment fees and holding fund fees.

You may also be charged brokerage or commission or other fees by FinClear Services on a contract for the transfer of underlying securities following the exercise of an ETO at a rate determined by FinClear Services and advised to you from time to time. All or part of this fee or commission may be passed on to the Correspondent.

The Correspondent will also charge you brokerage or commission and/or other fees agreed with you in respect of the services that it provides to you. Information concerning such brokerage, commission and fees may be obtained from the Correspondent.

b) Remuneration for CHES sponsorship services

FinClear Services may charge you a fee for providing you with CHES sponsorship services. You will be advised in writing of the fee (if any) to be charged by FinClear Services before you agree to receive CHES sponsorship related services from FinClear Services.

FinClear Services may also charge the Correspondent fees relating to the provision of CHES sponsorship services to you, and the Correspondent will be advised in writing of the fee (if any) to be charged by FinClear Services.

c) Remuneration for nominee and custody services

FinClear Services may charge you a fee for providing nominee or custody services. The fees that we charge the Correspondent may include fees relating to the provision of nominee and/or sponsorship services to you.

8. Commission, Remuneration and other Benefits received by FinClear Services

FinClear Services is remunerated by the fees it charges the Correspondent for the services it provides to them. FinClear Services is also remunerated by the fees that it may charge clients, as described above.

FinClear Services may also earn and retain interest on moneys held for clients in our trust accounts (including in respect of margin payments made by clients to FinClear Services for ETOs). FinClear Services may also receive commissions, trailing commission or other benefits from other entities. As a guide, FinClear Services may receive the following:

Entity	Commission / Benefits
Margin Lenders	Ongoing commission can range from 0.25% per annum to 0.75% per annum of the margin lending facility
Cash Management Trusts Providers	Ongoing commissions can range from 0.15% pa to 0.65% per annum on balance invested
Foreign Exchange	A percentage of the fee charged by the International Securities Trader in entering foreign exchange contracts to facilitate settlement of an international securities transaction. FinClear Services may charge to clients an amount for transactions in foreign currencies which is between 0.1% and 1.0% of the relevant Australian dollar transaction amount.
Stock lending fees	Where FinClear Services is facilitating securities lending to cover short sales requested by you or your Correspondent, FinClear Services may receive fees or interest from the relevant securities lender.

9. How our representatives are remunerated

Our representatives are remunerated by way of salary and they do not directly receive any remuneration calculated by reference to the amount of fees or commissions received by FinClear Services.

They may also be entitled to a bonus or other employment benefits based upon performance and achievement of various objectives by both the representative and FinClear Services.

10. Referral fees

FinClear Services will not pay a third party a fee for referring you to us.

Similarly, FinClear Services will not be paid a fee for referring you to the Correspondent.

11. Relationships or associations with financial product providers

FinClear Services may enter into arrangements with financial product providers. Therefore, we may receive commissions, trail fees or other benefits as a result of your investing or dealing in any such product. See paragraph 7 in this FSG for further details.

12. Documents you will receive when you go through FinClear Services' client application process

a) Clearing services for transactions executed by the Correspondent

You will receive a Disclosure Statement which will contain more information relating to the clearing service provided by FinClear Services and the terms and conditions of those services where FinClear Services is to clear transactions executed for you by a Correspondent through a Relevant Exchange.

b) Execution and clearing services

You will receive our Equities Client Terms which will contain more information relating to the execution and clearing services provided by FinClear Services and the terms and conditions of those services where FinClear Services is to execute and clear transactions on a Relevant Exchange for you. You will also be provided with a summary of our Best Execution Policy, which explains how we handle and execute your orders, as required under the *ASIC Market Integrity Rules (Securities Markets) 2017*.

Where FinClear Services is to arrange for the execution and clearing of securities on a foreign market by an International Securities Trader, you will receive our International Securities Trading Terms which will contain information and the terms and conditions on which FinClear Services will arrange for those services to be provided to you.

c) Transactions in ETOs

If you wish to transact in ETOs, you will need to enter a Derivatives Client Agreement with FinClear Services. Depending on whether FinClear Services or the Correspondent is to execute your trades in ETOs on ASX, you will be provided with an ETO Product Disclosure Statement by FinClear Services or the Correspondent. The ETO Product Disclosure Statement will contain important information regarding trading ETOs, including the fees charged by ASX Clear. If the Correspondent (and not FinClear Services) is to execute your trades in ETOs on ASX, you will also be required to execute a Derivatives Client Agreement with the Correspondent.

d) Settlement and nominees services - general

If FinClear Services is to settle transactions in securities and interests in management investment schemes which the Correspondent arranges for another Trading Participant to execute on a Relevant Exchange for you, you will need to enter into a Nominee and Settlement Services Agreement with

FinClear Services which will contain more information relating to the settlement and nominee services provided by FinClear Services and the terms and conditions of those services.

e) Settlement and nominees services – MDA accounts

If FinClear Services is engaged to provide settlement and nominee services to you in connection with the provision to you of MDA services by the Correspondent, you will need to enter into a Nominee and Settlement Services Agreement with FinClear Services which will contain more information relating to the settlement and nominee services provided by FinClear Services and the terms and conditions of those services.

f) CHESS Sponsorship Services

If FinClear Services is to act as your CHESS Sponsoring Participant, you will need to enter into a Sponsorship Agreement with FinClear Services.

g) Nominee and custody services

If FinClear Services is to arrange for FinClear Services Nominees or another entity to provide nominee or other custody services to you, you will need to enter into an agreement with FinClear Services for this purpose.

h) Advice

You will not receive a Statement of Advice from FinClear Services as we do not provide any personal financial product advice.

If you receive personal financial product advice from the Correspondent, the Correspondent may be required to give you a Statement of Advice.

13. Dispute Resolution and Complaints

FinClear Services is dedicated to providing quality service and as part of our service commitment to clients, it is important to provide an efficient and accessible system for resolving disputes. Should you be of the opinion that the service provided by FinClear Services is not at an acceptable level, you have the right to complain and this complaint will be dealt with as promptly as possible. FinClear Services will aim to resolve any complaint quickly and fairly. If you have a complaint, put your complaint in writing and address it to:

FinClear Services Pty Ltd
Head of Compliance
GPO Box 5343
Sydney NSW 2001
Ph: 02 8999 4000
Fax: 02 8999 4099

You should try to include as much detail about the circumstances of the complaint as possible including the names of any FinClear Services employees involved and include any supporting documentation.

Following receipt of your complaint, FinClear Services' Head of Compliance will acknowledge receipt of your complaint in writing and provide you with an estimate of the time it will take to investigate the issues you have raised. A full investigation will be undertaken which will include reviewing all the supporting documentation, speaking to you and interviewing relevant FinClear Services employees. You will be provided with a detailed written response once the investigation of the complaint has been finalised.

If we do not resolve the complaint to your satisfaction, you have the option of pursuing your complaint with the Australian Financial Complaints Authority (AFCA).

AFCA's contact details are:

Australian Financial Complaints Authority
GPO Box 3
Melbourne, VIC 3001
Telephone: 1800 931 678 (free call)
Email: info@afca.org.au
Web: www.afca.org.au

Alternatively you may also be able to pursue the matter with a Relevant Exchange. ASX has offices in all capital cities and their details are available on www.asx.com.au. Chi-X's contact details are available on www.chi-x.com/australia/

Alternatively, the Australian Securities & Investments Commission (ASIC) also has a free call information line (1300 300 630) that you may use to make a complaint and obtain information about your rights.

If your complaint relates to a service provided to you by the Correspondent (rather than FinClear Services), you should seek to

have your complaint dealt with in the manner advised by the Correspondent (in its FSG or otherwise).

14. Compensation Arrangements

FinClear Services has arranged for Professional Indemnity insurance cover which it considers to be adequate, having regard to the following:

- FinClear Services' maximum liability under the Australian Financial Complaints Authority of which FinClear Services is a member;
- volume and nature of FinClear Services' business;
- number and kind of its clients; and
- the number of representatives and Authorised Representatives it has.

FinClear Services considers its compensation arrangements for clients to be in compliance with s912B of the Corporations Act. If you require further information about our compensation arrangements please contact FinClear Services' Head of Compliance.

15. Privacy

FinClear Services and/or its agents may use personal information collected from you for the following purposes:

- to provide you with services, products and/or information that you have requested or may reasonably expect to receive;
- to conduct research, product development, marketing, risk assessment and modelling; or
- to comply with our rights and obligations and under relevant laws and regulations.