



PhillipCapital
Your Partner In Finance

Phillip Capital Trading Pty Ltd

Contract for Difference Terms and Conditions
(accompanying and part of the Product Disclosure Statement)

28 March 2018

PHILLIP CAPITAL TRADING PTY LTD (ABN 68 066 066 911)
(Australian Financial Services Licence. Number 246796)

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1. Introduction

The CFD Terms and Conditions in this document accompany and form part of the Product Disclosure Statement (PDS) dated **28 March 2018** and the CFD Platform and Product Information Guide.

Our Account opening and contract documents are available on our website, or free of charge by email at your request, and contain technical information on the market details and the associated costs for the CFDs. As part of our account opening process, you will be provided our Client Agreement. These documents are incorporated by reference into the PDS and form part of the agreement under which we will provide products and services to you.

2. Glossary

Agreement	means the agreement (as may from time to time be varied or modified in accordance with its provisions) created by the Client Agreement including the CFD Terms and Conditions its appendices, schedules and all other documents or instruments made supplemental to it;
Account	means an account of the Client opened and maintained with PhillipCapital following acceptance of the Customer's application for the trading of securities (whether on a margin basis, on a contract for differences basis or a cash basis or otherwise) and shall also include accounts for securities borrowing and custody;
AFSL	means Australian Financial Services Licence.
Application Form	means the application form by which the Client applies to PhillipCapital to open an Account;
Applicable Laws	means all relevant or applicable statutes, laws, rules, regulations, directives and circulars (whether of governmental bodies or authorities or self-regulatory organisations in relation to which PhillipCapital or any person within PhillipCapital is a member of, or otherwise);
ASIC	means the Australian Securities & Investments Commission or any regulatory body which replaces it or performs its functions;
Associate	means a 'related body corporate' (as defined in the Corporations Act) of a party such as an Introducing Advisor; a Person who is an officer, employee, agent, representative or Associate of a related body corporate of a party; or a Person who is an officer, employee, agent, representative or Associate of a party;
Business Day	means any day on which the relevant Market on which the Transaction is effected is open for trading;
Buy	means a transaction that is opened by buying is referred to as a Buy and may also, in our dealings with you, be referred to as long or long position;
CFD(s) or Contract(s) for Difference	means an agreement between 2 parties to settle the difference between the opening and closing prices of the contract multiplied by the number of units of the underlying asset specified in the CFD;
CFD Terms and Conditions	means these terms and conditions
CFD Platform and Product Information Guide	means the information guide available on the PhillipCapital website describing CFD Platforms and different CFD products offered by PhillipCapital;
Client	means the person or corporation for whom PhillipCapital is maintaining or continuing to maintain one or more Account(s) for services; and includes the Client's assignees, successors-in-title and agents;
Client Agreement	means the agreement (which may from time to time be varied or modified in accordance with its provisions) entered into by a person who has successfully opened an account with PhillipCapital. The agreement with PhillipCapital comprises the accompanying CFD Terms and Conditions, a completed Application Form with associated documentation and the Financial Services Guide provided by PhillipCapital. Before an Account can be opened PhillipCapital must be satisfied with the applicant's suitability to trade in CFDs; See Section 1.2 of the PDS
Client Money	means any money that is deposited with PhillipCapital in connection with either: <ul style="list-style-type: none"> • a financial service that has been provided (or that will or may be provided) to a client; or • a financial product held by a client,, including net trading profits and the value of margin;

Collateral	as between PhillipCapital and a Client means the Client Money held in the Client's Account(s). Collateral is limited to cash or cash equivalents;
Contract Details	means the details as contained in the Contract(s) for Difference between the Client and PhillipCapital.
Contract Value	means the number of shares, contracts or other units of the Instrument that you are buying or selling multiplied by our then current quote for closing the Transaction;
Corporate Action	means the events referred to as Corporate Action and set out in the PDS;
Corporations Act	means the Corporations Act 2001 (Cth);
Corporations Regulations	means the Corporations Regulations 2001 (Cth)
Default	has the meaning assigned to it in clause 3.9 of these CFD Terms and Conditions;
DMA CFD	means a Direct Market Access Share CFD as described in Section 3 of the PDS;
Equity Balance	means amount determined by the calculation of Cash Balance plus Open Profit/Loss Less any outstanding finance or other related fees.
Exchange Rate	means the rate in relation to two currencies in respect of which you may wish to open a Foreign Exchange CFD at which a single unit of the first currency that you state may be bought with or, as the case may be, sold in, units of the second currency that you state;
Global Index CFD	means an Index CFD that is not a Phillip World Indices CFD;
GST	means a tax, levy, charge or impost imposed by or under A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended, and/or any other Act relating to the imposition or administration of a GST;
Index CFD	means a Phillip World Indices CFD and a Global Index CFD or either of them as described in Section 3.1.2 of the PDS;
Initial Margin	means the required Margin in the Client's CFD account prior to buying or selling any CFD contract and as stated the PDS;
Limit Order	means an order placed that limits the highest price paid for a buy or lowest price traded for a sell. In both the case of a buy and sell a better price will be dealt where possible;
Liquidity	means the degree to which an asset or security can be bought or sold in the market without affecting the asset's price. Liquidity is characterized by a high level of trading activity;
Loss	means any and all loss, damage, costs, charges, and/or expenses of whatsoever nature and howsoever arising including legal fees on a full indemnity basis, cost of funding and loss or cost incurred as a result of, or relating to the terminating, liquidating or re-establishing of any hedge or related trading position;
Maintenance Margin	means the minimum amount of Equity Balance that must be maintained in the Client's CFD account. The closing price will be used to calculate the Maintenance Margin.
Margin	means the amount of money the client requires to post in the trading account in order to open and maintain a Transaction;
Margin Requirement	means the required amount of money the client is required to post in their trading account in order to open and maintain a Transaction; Refer to Section 1, Section 2 Benchmark 7, and Section 7 of the PDS;
Margin Deficit	means the amount required to top up the Client's CFD account after a Margin Call being the Maintenance Margin less the Equity Balance.
Margin Call	means when the client's Equity Balance is less than the Maintenance Margin

marked-to market	refers to accounting for the "fair value" of an asset or liability based on the current market price an includes an arrangement where the profits or losses on a derivatives contract are settled each day.
Market	means the relevant market in which underlying share, commodity, currency or world index of the CFD is traded;
Market Made Share CFD	means a type of CFD where the quotes we make are with direct reference to the price or value of shares in the Underlying Market but we apply additional Spread to the price or value of the CFDs and additional commissions and fees are charged.
Market Spread	means the difference between the bid and offer prices for a transaction of equivalent size in an Instrument, or a related Instrument, in the Underlying Market;
Matched off	means the Buy and Sell positions of equal contract size and value are matched off for settlement;
Minimum Size	means, in respect of a Transaction in which a Minimum Size applies, the minimum number of shares, contracts or other units of an Instrument that we will deal on, which in most cases is specified in the Contract Details and, where not so specified, we will inform you of on request;
Officer	means any officer or employee of PhillipCapital;
Order	means any authorisation, request, instruction or Order (in whatever form and howsoever send) given or transmitted to PhillipCapital by the Client or which PhillipCapital or an Officer reasonably believes to be the authorisation, request, instruction or Order of the Client and includes any authorisation, request, instruction or Order to revoke, ignore or vary any previous authorisation, request, instruction or Order;
OTC	means Over the Counter
OTC Derivatives	means Over the Counter Derivatives which are contracts that are traded (and privately negotiated) directly between two parties, without going through a regulated exchange.
Online Trading Facilities	means such electronic facilities as may be offered by PhillipCapital to the Client and which may enable the Client to trade in CFDs (including but not limited to OTC Facilities);
OTC Facilities	means such facilities as may be offered by PhillipCapital to the Client and which may enable the Client to trade in the OTC Transactions;
OTC Transactions	means any Transactions (whether in respect of any Currency or financial instrument whatsoever or otherwise) which are executed over-the-counter;
Person	includes any government, statutory body, business, firm, partnership, corporation or unincorporated body;
Phillip World Indices CFD	a group of index CFDs that have differing specifications than Global Index CFD Products traded via Phillip Capital's proprietary CFD Trading Platform;
PIN	means the Client's personal identification number issued by PhillipCapital to the Client for the purposes of utilisation by the Client of the PhillipCapital Online Trading Facilities;
PhillipCapital	means Phillip Capital Trading Pty Ltd (ABN 68 066 066 911);
PhillipCapital CFD Trader	PhillipCapital's proprietary CFD trading platform;

Phillip Group	means PhillipCapital or any associated entity (within the meaning of the Corporations Act) of PhillipCapital;
PDS or Product Disclosure Statement	means the document described as the Product Disclosure Statement and issued by Phillip Capital Trading Pty Ltd (ABN 68 066 066 911), as revised from time to time;
Relevant Body	means ASIC, a regulatory body, a counterparty or any other party at PhillipCapital might use to undertake operations;
Sell	means a Transaction that is opened by selling and is referred to as a Sell and may also, in our dealings with you, be referred to as short or short position.
Share CFDs	means where there is a share (equity) as the underlying asset which can be either a Market Made Share CFD or a DMA CFD. Refer to Section 3 of the PDS;
Shares	means shares of companies listed on the respective exchanges;
Spread	means the difference between the prevailing bid and ask price of the CFD contract being quoted.
Trading Platform	means the electronic trading platform that allows Clients to enter into Transactions;
Transaction	means and includes any CFD or OTC Transaction (or any other online trading transaction facilitated by PhillipCapital);
Underlying Market	means the Exchange and/or other similar body and/or liquidity pool on which an Instrument is traded or trading in that Instrument as the context requires.

3. Terms and Conditions

3.1 Introduction

3.1.1 The headings in the PDS and this document are inserted for convenience only.

3.1.2 Except as otherwise provided in this Agreement, any reference in this Agreement to “Clauses”, “Appendices”, and “Schedules” in this Agreement are to clauses, appendices and schedules respectively in this Agreement.

3.1.3 Any reference to a statutory provision shall include such provision as may from time to time be modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any Transaction entered into hereunder.

3.1.4 Unless the contrary intention appears words importing a gender include any other gender.

3.2 Trading Facility

The Client agrees that for the purposes of trading leveraged instruments, such as Contracts for Difference (CFDs), a separate account will be established by PhillipCapital for the Client for each separate Trading Platform intended to be utilised by the Client (each account hereafter referred to as an “Account”). For avoidance of doubt, Contracts for Difference with financial instruments as underlying (e.g. securities or indices) shall constitute one leveraged instrument type and each Trading Platform will have a separate Account. Funds deposited into an Account for one Trading Platform will not be available for use in any other Trading Platform. An account limit will be set by PhillipCapital and varied from time to time according to the Client’s credit status and the amount of margin(s) specifically deposited with PhillipCapital and earmarked for the Account.

The Client agrees that PhillipCapital may, in its absolute discretion, apply a limit to:

- (a) the size of any order or trade or series of orders or trades which the Client may enter into; and
- (b) the amount of any loss or liability to which the Client may be exposed with respect to its trading (including unrealised loss determined on a marked to market basis by PhillipCapital in good faith).

The Account for transacting in each leveraged instrument type is distinct from any other Account and thus distinct from an Account for securities trading as well as the Margin Account. One consequence is that margins/collateral required for the Client’s trading in each leveraged instrument type contract needs to be separately provided. For avoidance of doubt, any interim excess in margin or collateral the Client may have with PhillipCapital for their securities trading or in

their Margin Account will be disregarded in calculating available margin/collateral for the Client’s trading in each leveraged instrument type contract.

3.3 General Conditions

3.3.1 The Client authorises, consents and agrees to the disclosure by PhillipCapital, and/or any Officer or agent of PhillipCapital at any time and from time to time of any or all information in respect of any particulars or Transaction of the Client (or in respect of any Account) to any person in the Phillip Group, a Relevant Body or any other person which PhillipCapital or any Officer considers to be appropriate for the purpose or to be in the interest of PhillipCapital. The consent and authority granted by this clause shall constitute consent and authority for the purposes of the provisions of any Applicable Laws.

3.3.2 PhillipCapital may engage or appoint any Person who is not an Officer or related to PhillipCapital to carry out any Order or to exercise any authority granted to PhillipCapital by the Client (whether under this Agreement or otherwise). In making such engagement or appointment, PhillipCapital shall not be liable to the Client for any and all Loss suffered or incurred by the Client in relation to any act or omission of such Person or entity.

3.3.3 The Client shall not, without the prior written consent of PhillipCapital, assign, charge or encumber any Account or the Client’s rights in it, or create or permit to create, in favour of any Person (other than PhillipCapital) any interest by way of trust or otherwise in any Account. PhillipCapital shall not be required to recognise any Person other than the Client as having any interest in any Account.

3.3.4 PhillipCapital shall be entitled (but not obliged) to record (by any means) any communications (through any medium) between PhillipCapital and the Client or any servant or agent of the Client using any recording apparatus, without prior warning to the Client. Any such recording may be used in evidence against the Client.

The Client’s relationship with PhillipCapital, the operation of all Accounts and the implementation of all Orders shall be subject at all times to the Applicable Laws. PhillipCapital may take or refrain from taking any action whatsoever, and the Client shall do all things required by PhillipCapital, in order to procure or ensure compliance with Applicable Laws.

3.3.5 The Client hereby ratifies all Transactions effected by PhillipCapital on its behalf prior to the date of this Agreement and agrees that such Transactions shall also be governed by the terms of this Agreement.

3.4 Orders

3.4.1 The Client may instruct PhillipCapital to execute any Transaction for an Account by placing an Order with PhillipCapital. In effecting such Order, the Client hereby acknowledges and expressly agrees that PhillipCapital may in its sole and absolute discretion act either as agent of or principal to the Client for its own accounts or for the accounts of Persons associated with or connected to PhillipCapital or an entity in which PhillipCapital or any of its representatives has a direct or indirect interest.

3.4.2 Where the Online Trading Facilities are made available to the Client by PhillipCapital, the Client may place Orders through the use of such facilities. Any Orders placed through the use of the Online Trading Facilities shall also be subject to the terms contained in the Section titled Online Trading Facilities.

3.4.3 Once an Order is received by PhillipCapital, such Order is binding on the Client provided that the Client may give an Order to withdraw, cancel, revoke or vary a previous Order.

3.4.4 Where a Client gives PhillipCapital an Order to withdraw, cancel, revoke or vary a previous Order, PhillipCapital shall not be obliged to execute such Order until after the Client confirms with PhillipCapital both that the previous Order has not been executed, and that the withdrawal, cancellation, revocation or variation as the case may be, will not prejudice PhillipCapital's position (where relevant) with a counterparty broker.

3.4.5 The Client acknowledges that subsequent Orders given to one of PhillipCapital's representatives may not be sufficient to revoke an earlier Order given to another of Phillip's representatives, or to cancel an Order made with the relevant PhillipCapital representative implementing such Order. The Client also acknowledges that in the event that the Client is physically unable to communicate any Order to PhillipCapital, PhillipCapital shall not be liable to the Client.

3.4.6 Nothing in this Agreement obliges PhillipCapital to enter into any Transaction with or to act on any Order of the Client, and PhillipCapital may refuse to enter into any Transaction or otherwise act on any Order without giving any reason. PhillipCapital shall bear no liability whatsoever for failing to comply with any Order of the Client or for exercising or failing to exercise any discretion, power or authority conferred upon PhillipCapital by this Agreement.

3.4.7 PhillipCapital shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the Person purporting to give such Order or the source and origin of such Order and PhillipCapital may not rely on or act upon any such Order unless and until PhillipCapital is satisfied as to the matters on which PhillipCapital sought verification.

3.4.8 In the event that PhillipCapital decides to act on any Order or is otherwise under an obligation to act on any Order, PhillipCapital shall be allowed such amount of time to act upon and implement the Order as may be reasonable, having regard to the systems and operations of PhillipCapital and the other circumstances then prevailing, and shall not be liable for any Loss relating to any delay on the part of PhillipCapital in acting on the Order.

3.4.9 Where any Order is ambiguous or inconsistent with any other Order, PhillipCapital shall be entitled to rely and act upon any Order in accordance with any reasonable interpretation thereof which any Officer, or any Person who has been engaged or appointed by PhillipCapital, believes in good faith to be the correct interpretation.

3.4.10 PhillipCapital shall send to the Client a Confirmation as soon as is practical after the trade has been executed and not later than 5 Business Days after its execution of an Order. The Client shall bear the sole responsibility of ensuring that an Order has been transmitted, received, processed and duly executed, and shall immediately notify PhillipCapital of any failure to receive an appropriate Confirmation that the Order has been received and executed.

3.5 Transactions Limit And Restrictions

3.5.1 PhillipCapital may, at any time in its sole and absolute discretion, impose upon the Client any position or Transaction limits, or any trading or Transaction restrictions. Such limits may include minimum sizes for Transactions, specified times or procedures for communicating Orders to PhillipCapital or otherwise.

3.5.2 PhillipCapital may, at any time in its sole and absolute discretion, vary the position or Transaction limits, or any trading or Transaction restrictions. No previous limit or restriction shall set a precedent or bind PhillipCapital.

3.5.3 The Client acknowledges that transaction limits may also be set by a Relevant Body and that the limits set by PhillipCapital may exceed those set by the Relevant Body. In placing Orders with PhillipCapital, the Client shall not exceed any position or Transaction limits, or breach any trading or Transaction restrictions whether imposed by PhillipCapital or any Relevant Body.

3.5.4

3.6 Margin

3.6.1 The Client shall deposit, maintain in the Account and/ or otherwise provide PhillipCapital with initial Margin in such amounts and at such times as PhillipCapital may in its sole and absolute discretion stipulate.

3.6.2 The Client acknowledges that the Margin referred to in section may also be set by a Relevant Body or a counterparty broker and that the limits set by PhillipCapital may exceed those set by the Relevant Body or counterparty broker. PhillipCapital may, in its sole and absolute discretion, charge interest as well as interest-related fees on any Margin requirements set by PhillipCapital that are above that set by a Relevant Body or counterparty broker.

3.6.3 PhillipCapital may, in its sole and absolute discretion, with or without notice to the Client, vary the Margin requirements for any Account at any time and by any level, and may also stipulate that such Margin requirements shall apply to existing positions as well as to new positions in the Transactions affected by such change. The Client acknowledges that PhillipCapital may, in certain market conditions, effect an immediate change in limits or levels and/ or require additional Margin to be deposited immediately or within a specified period of time, which period may, in certain circumstances, be less than 24 hours, and waives any right to object on the grounds that such requirement is or was unreasonable. No previous Margin levels shall set a precedent or bind PhillipCapital. In making such variation, the Client acknowledges that PhillipCapital shall not be liable for any loss or damage suffered or incurred by the Client in relation to such variation.

3.6.4 If PhillipCapital determines that additional Margin is required, the Client shall deposit with PhillipCapital such additional Margin immediately upon demand, provided that, notwithstanding any such demand for additional Margin, PhillipCapital may at anytime exercise its rights set out in this Section.

3.6.5 The Client acknowledges that the Margin may be held and used to secure the performance of the Client's obligations, as well as for such other purposes as the Applicable Laws may permit or stipulate for the Transactions traded.

3.6.6 All Margin shall be held by PhillipCapital, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favour of PhillipCapital for any and all of the Client's liabilities to PhillipCapital, whether contingent or actual, under this Agreement or otherwise, and PhillipCapital may realise any of the Margin of the Client as provided for in this Agreement.

All Margin shall be in such form as PhillipCapital may stipulate and the value of any such Margin shall be determined by PhillipCapital in its sole and absolute discretion. PhillipCapital shall be entitled to deposit, invest, loan, mortgage, charge, pledge, use as collateral, or otherwise deal with any Margin in whatever form provided to PhillipCapital or any Relevant Body in such manner as may be permitted under the Applicable Laws, and shall not be under any obligation to account to the Client for any interest, income or benefit that may be derived there from. No interest shall be paid on any type of Margin deposited by the Client with PhillipCapital and the Client acknowledges and consents that interest earned on the Margin deposited under this Agreement may be retained by PhillipCapital for its own account and

benefit. PhillipCapital shall at no time be required to deliver to the Client the identical property delivered to or purchased by PhillipCapital as Margin for the Account(s) but only property of substantially the same kind and amount, subject to adjustments for quantity and quality variations at the market price prevailing at the time of such delivery.

3.6.7 The Client hereby expressly agrees that PhillipCapital may deposit any Margin of the Client with such custodian as PhillipCapital may, in its sole and absolute discretion, appoint including, where such Margin is denominated in a foreign currency, a custodian outside Australia, and on such terms as shall be notified to the Client. The Client further agrees that PhillipCapital may co-mingle such Margin with the cash and property of its other clients;

3.6.8 For so long as the Client owes moneys or obligations (of whatsoever nature and howsoever arising) to PhillipCapital, the Client shall only withdraw Margin from PhillipCapital with PhillipCapital's consent. PhillipCapital may at any time withhold any Margin of the Client pending full settlement of all such moneys or obligations of the Client.

3.6.9 In addition and without prejudice to any right which PhillipCapital may have under law or otherwise, PhillipCapital may in its sole and absolute discretion at any time and from time to time without notice to the Client apply and/or set-off any Margin standing to the credit of the Client (whether on any Account held with PhillipCapital or the Associates, or otherwise) against all moneys and/or other liabilities of the Client due, owing or incurred on any Account, whether held with PhillipCapital or the Associates, or otherwise, in any manner and whether actual or contingent, joint or several.

3.6.10 The Client hereby authorises each of the Associates to act on any instructions as may be issued by PhillipCapital at any time and from time to time to withhold payment, or to deliver, transfer, withdraw or otherwise dispose of any Margin held by them for the Client. Each Associate is under no duty to enquire about the purpose or propriety of PhillipCapital's instructions given pursuant to this Clause. The Client also agrees to ratify all instructions given by PhillipCapital under this Clause, and to waive any claims it may have against the Associates resulting from their compliance with this Clause.

3.7 Fees And Payments

3.7.1 The Client shall promptly pay all of PhillipCapital's fees and/or other charges at such rates and in such manner as PhillipCapital may in its sole and absolute discretion impose and stipulate from time to time with respect to the execution, performance and/or settlement of any Transaction or otherwise for the maintenance of any Account(s) or

the provision of any service or facility to the Client in connection with any Account(s).

3.7.2 The Client shall make payment to PhillipCapital's order promptly of any outstanding sum on the due date of the relevant Transaction, or upon demand by PhillipCapital as provided for in this Agreement.

3.7.3 PhillipCapital shall be entitled to charge interest on any sum or payment due to PhillipCapital from the Client at such rate and calculated and/or compounded in such manner as PhillipCapital may, in its sole and absolute discretion, impose and determine from time to time and to debit any Account(s) in respect of the interest due.

3.7.4 All payments to PhillipCapital shall be in the currency in which they are due (unless otherwise notified by PhillipCapital), in free and clear funds and free of deductions or withholdings. If the Client is obliged by law to make such deduction, the Client shall pay to PhillipCapital such greater amount which after deduction shall ensure that the net amount actually received by PhillipCapital will equal the amount which would have been received by PhillipCapital had no such deduction been required.

3.7.5 Any taxes, duties, disbursements, costs and/or other expenses incurred by PhillipCapital in connection with your Account(s) or otherwise in connection with the Client shall be reimbursed by the Client.

3.7.6 All interest, fees, commissions and other charges of PhillipCapital are exclusive of any goods and services tax or any other applicable sales tax which shall be borne by and separately charged to the Client.

3.7.7 Unless PhillipCapital otherwise agrees with the Client, each obligation of PhillipCapital to make any payment to the Client under the Agreement is subject to the condition precedent that there is no Default subsisting.

3.7.8 If for any reason PhillipCapital cannot effect payment or repayment to the Client in a particular currency in which payment or repayment is due, PhillipCapital may effect payment or repayment in the equivalent of any other currency selected by PhillipCapital based on the rate of exchange quoted by PhillipCapital in respect of the relevant Currencies at the time the payment or repayment is due.

3.8 Joint Accounts

3.8.1 If an Account is opened or maintained in the name of more than one Person or a partnership:

(a) the term "Client" shall refer to each Person or partner jointly and severally, and the liability of each such Person or partner to PhillipCapital shall be joint and several; and

(b) PhillipCapital shall be entitled to debit that Account at any time in respect of any sum howsoever due or owed to PhillipCapital by any of the Persons in whose name the Account is opened or maintained or constituting the Client.

No Person constituting the Client shall be discharged, nor shall his liability be affected by, any discharge, release, time, indulgence, concession, waiver or consent given at any time in relation to any one or more of the other such Persons constituting the Client.

3.8.2 Unless otherwise agreed by PhillipCapital, the Orders of any one Person constituting the Client shall be deemed to be the Orders of all the Persons constituting the Client and any notice or communication addressed and sent by PhillipCapital to any one Person constituting the Client shall be deemed to have been addressed and sent to all the Persons constituting the Client and where any such Person shall have received or is deemed to have received any such notice or communication, all the Persons constituting the Client shall be deemed to have received the same.

3.9 Default

3.9.1 A "Default" shall be deemed to occur if:

(a) the Client fails to comply with any of its obligations in the Agreement or under any Account or Transaction;

(b) the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order;

(c) the Client is the subject of a petition presented, an order made, or a resolution passed, to wind up the Client, to place the Client in bankruptcy or to take any similar or analogous action in respect of the Client;

(d) PhillipCapital is of the opinion that the financial condition of the Client or of any Person guaranteeing the Account(s) of the Client has materially or adversely changed since the date of this Agreement or the date on which the Account(s) was opened, whichever is earlier;

(e) any claim, action or proceeding of any nature is commenced against the Client, or steps are taken by any Person to enforce any security against the Client;

(f) PhillipCapital has, for more than 2 consecutive Business Days, been unable to establish direct contact with the Client or any of its designated representatives; or

(g) PhillipCapital forms the view, in good faith, that it should take action in order to preserve its rights or interests under any Account or under its relationship with the Client.

3.9.2 Without prejudice to any other right of

PhillipCapital hereunder or otherwise at law, in the event of Default, PhillipCapital may (but is not obliged to) immediately or at any time thereafter, do any one or more of the following:

- (a) suspend (indefinitely or otherwise) or terminate any Account, or PhillipCapital's relationship with the Client and accelerate any and all liabilities of the Client to PhillipCapital so that they shall become immediately due and payable;
- (b) hedge and/or close-out all or any outstanding Transaction (including any Transaction which has yet to be settled on the date on which PhillipCapital terminates such Transaction) or position by determining its value as of the date of the close-out as soon as practicable after the close-out;
- (c) cancel any of the Client's outstanding Order;
- (d) liquidate the Margin or part thereof at a price which PhillipCapital deems appropriate in the circumstances;
- (e) satisfy any of the Client's obligations due to it (either directly or by way of guarantee or surety ship) from any Margin;
- (f) apply any amounts of whatsoever nature standing to the credit of the Client against any amounts which the Client owes to PhillipCapital (of whatsoever nature and howsoever arising, including any contingent

3.10 CFD Transactions

3.10.1 CFD – The Product

The Client acknowledges that:

- (a) trading in CFDs involves trading on the outcome of the price of a financial instrument (eg. shares) or of an index or commodity and the Client will not be entitled to delivery of, or be required to deliver, the underlying financial instrument nor ownership of it or any other interest in it. Some CFDs have a fixed tenure and observe an expiry and need to be specifically closed out at or before its expiry date by the Client or pursuant to the Client's express instructions. Failing to close out CFD positions prior to expiry will result in the position being automatically closed by PhillipCapital. There are no automatic contract rollovers offered for CFDs that observe an expiry. Please refer to the Phillip Capital Platform and Product Information Guide for further information;
- (b) PhillipCapital conducts CFD trading with customers (including the Client) in relation to individual equities and equity indices, commodities and Forex. Different types of CFDs may be subject to cost of carry in the form of SWAP, Interest or Rollover fees and while other CFDs may observe an expiry. The Client acknowledges that PhillipCapital is entitled to but not obliged to hedge

amounts), or generally to exercise PhillipCapital's right of set-off against the Client;

- (g) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of PhillipCapital as security for the Accounts;
- (h) demand any shortfall after (e), (f) and/or (g) above from the Client, hold any excess pending full settlement of any other obligations of the Client, or pay any excess to the Client by way of cheque to the last known address of the Client; and/or
- (i) exercise such other authority and powers that may have been conferred upon PhillipCapital by this Agreement, including the right to call upon, sell, dispose or realise any of the security.

3.9.3 PhillipCapital or the Client may terminate any Account, or the provision of any service or facility under the Account by PhillipCapital to the Client, by giving 5 Business Days' notice in writing to the other party. Prior to the date of the termination of any Account, the Client shall instruct PhillipCapital as to the proper disposal or transfer of money and other property of the Client. If the Client fails to do so, PhillipCapital may exercise any of its rights under the previous sub-section above as if Default had occurred.

its own exposure ("Hedge Position") under a CFD transaction with the Client by entering into with, or acquiring from, a third party any CFD or other instrument or financial product. The Client thus acknowledges that PhillipCapital will charge and the Client will pay a charge (for convenience referred to as "interest") with respect each of its CFD open positions of such amount and/or at such rate as PhillipCapital may from time to time notify the Client and which rate may incorporate any market charges incurred by PhillipCapital in relation to a Hedge Position. Please refer to the Phillip Capital Platform and Product Information Guide for further information.

(c) all CFD transactions are effected as between the Client and PhillipCapital on a principal to principal basis and as such the Client further acknowledges and accepts the following:

- (i) The Client is transacting in CFDs fully aware and accepting that PhillipCapital owes it no fiduciary duties or any duty of good faith or reasonable care except as specifically and expressly provided for in these Terms and Conditions or any Applicable Laws; and
- (iii) The Client will affect its own due diligence and will ensure that in each case a CFD transaction is suitable for the Client before the Client enters into or offers to enter into the same, the Client being fully aware that it is entering into the transaction on a strictly buyer beware basis;

(d) notwithstanding that trading in CFDs does not give rise to the Client having any proprietary rights to the underlying financial instrument, the Client acknowledges that the Client may, in certain circumstances have disclosure or other obligations as if the Client had effected a transaction to buy or sell the underlying financial instrument;

(e) the Client is acting on its own account and will make its own independent decisions about whether (i) to enter into any proposed CFD transaction; and (ii) whether the CFD transactions and/or any proposed CFD transaction is appropriate or proper for the Client based on its own judgment and upon advice from such legal, tax, regulatory, accounting and/or other advisors as the Client deems necessary and appropriate;

(f) although PhillipCapital will, in its absolute discretion in good faith, provide the Client with information on actual and potential CFD transactions, it is the Client's responsibility to ask PhillipCapital for any explanations

that the Client may require in order for it and/or its advisors to assess the risks attached to any such transaction and its suitability for the Client;

(g) information and explanations related to the terms and conditions of any CFD transaction shall not be considered investment advice or a recommendation to enter into any CFD transaction;

(h) the Client has not and shall not rely on any communication (written or oral) from PhillipCapital as legal, tax, regulatory or accounting advice, nor (except as provided for under the next sub-section below) as investment or financial or other advice;

(i) no communication (written or oral) received from PhillipCapital, whether before a CFD transaction is entered into or before it is terminated or expires, shall be deemed to be an assurance, guarantee or opinion as to the anticipated results of any CFD transaction.

3.10.2 Procedures Regarding Acceptance of Clients Orders

Nothing in this Agreement obliges PhillipCapital to enter into any CFD transaction with or to act on any Order of the Client, and PhillipCapital may refuse to enter into any contract or otherwise act on any Order without giving any reason. The Client further acknowledges that PhillipCapital may elect not to enter into any CFD transaction with the Client until PhillipCapital has satisfied itself that it can hedge its exposure.

In the event that PhillipCapital decides to act on any Order or is otherwise under an obligation to act on any Order, PhillipCapital shall be allowed such amount of time to review the Order as may be reasonable before acting on it, having regard to the systems and operations of PhillipCapital and the other circumstances then prevailing. This review may cause delays in the processing of the Order and the Client may receive an Order execution based on the price of the underlying financial instrument existing in the marketplace at the time of execution (being such time as PhillipCapital agrees to accept and actually accepts the Client's order). The price may be different from the price at which the underlying financial instrument was trading when the Client's order was received. PhillipCapital shall not be liable for any loss relating to any delay on the part of PhillipCapital in accepting the Client's order.

It is important to note, that depending upon the Trading Platform that is used for trading CFDs, the Orders may be day orders only. Refer to The Phillip Capital Platform and Product Information Guide on our website which states which Trading Platforms are day orders only.

'Good Till Cancelled' ("GTC") orders are valid until they are cancelled by the Client or by your PhillipCapital advisor. Should the price of a GTC order be too far away from the then prevailing market price of the underlying financial instrument, PhillipCapital reserves the right not to accept the Order. It is the Client's responsibility to keep track of GTC orders without prejudice to PhillipCapital's general discretion to decline a Client's order, PhillipCapital further reserves the right at its sole discretion, in periods of extreme market volatility and heavy trading volume, to limit and restrict the types of orders it will consider accepting from the Client. Under certain circumstances, PhillipCapital may also decline to consider or accept GTC orders and stop orders. Furthermore, PhillipCapital retains the right at its sole discretion and without prior notice, to prioritise the consideration of client Orders (including the Client's orders) such that orders based on the market price of the underlying financial instrument may have higher priority for PhillipCapital's consideration over those based on limit prices.

PhillipCapital shall bear no liability whatsoever for failing to consider or accept any order of the Client or for exercising or failing to exercise any discretion, power or authority conferred upon PhillipCapital by this Agreement.

3.10.3 Pricing

PhillipCapital will quote prices at which it may be prepared to deal in CFDs with the Client and may, in its absolute discretion, quote different prices and charge commission and other charges at different rates to different customers.

Upon the Client's request, PhillipCapital may quote a higher or lower figure for each transaction as compared to the prevailing market prices for the underlying financial instruments.

PhillipCapital may, at its discretion, also notify the Client of certain instruments in respect of which PhillipCapital will not quote, restrictions on the amount for which PhillipCapital will quote, or other conditions that may apply to PhillipCapital's quote, but any such notification will not be binding on PhillipCapital.

For avoidance of doubt, it is acknowledged that PhillipCapital's quotes are all in the nature of "invitations to treat" and not offers. As such, the Client further acknowledges that none of such quotes may be accepted by the Client and thereby conclude a CFD transaction between the Client and PhillipCapital. The Client's giving of orders based on such quotes shall be the relevant offers open for acceptance by PhillipCapital and thereby concluding a CFD transaction.

Despite the preceding, the Client acknowledges that it is possible that errors may occur in the prices of contracts quoted by PhillipCapital which may be due to errors in the prices of the underlying financial instruments and which errors are carried over into the orders given by the Client. In such circumstances, without prejudice to any rights it may have under statute or common law, neither party will be bound by any contract which purports to have been made (whether or not confirmed by PhillipCapital) at a price which was, or ought reasonably to have been known to either party to be materially incorrect at the time of the contract. The party asserting that the contract is avoided under this clause shall give notice to the other within seven (7) calendar days of the contract. If the Client gives notice to PhillipCapital under this clause, PhillipCapital shall determine, acting reasonably, whether the price quoted was materially incorrect. Except in the case of fraud, PhillipCapital does not accept any liability for any Loss suffered or incurred by the Client in relation to the Client's reliance on a price which the Client knew, or ought reasonably to have known, to be materially incorrect.

3.10.4 Opposite Positions Prohibited

The Client acknowledges that they are not entitled to and shall not hold simultaneous opposing CFD positions on the same underlying financial instrument. For example, if the Client originally placed a sell order and subsequently placed a buy order for a CFD on the same underlying financial instrument, this will close all or part of the Client's original sell trade and may create a new open position. If the Client has more than one open CFD position on the same underlying financial instrument, such trades (or part thereof) will be closed in the order "First In, First Out" (commonly known as "FIFO").

3.10.5 Market Disruption, Suspension of Trading, Delisting of Underlying Financial Instrument or Closure of Hedge Position.

On the occurrence of any one, some or all of the following circumstances or events:

- (a) if the underlying security on which the Client is trading is the subject of a take-over offer or merger offer or the issuer of such equity has entered into or is the subject of insolvency or liquidation proceedings; or
 - (b) if the underlying financial instrument on which the Client is trading is suspended or delisted from trading; or
 - (c) any event which disrupts the market, including the suspension of or limitation of trading by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise howsoever and which is, in the sole determination of PhillipCapital, material; or
 - (d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply or electronic or communications equipment failure; or
 - (e) PhillipCapital's counterparty in a Hedge Position unwinds or closes out the Hedge Position or for any other reason PhillipCapital is no longer able to maintain the Hedge Position.
- PhillipCapital may in its absolute discretion with or without notice to the Client (and without prejudice to any other rights or remedies it may otherwise have under the terms of this Agreement or at law) take any or all of the following actions:
- (i) close any or all open positions, refuse any trades, cancel any orders and fill any orders in each case at such level as PhillipCapital may consider in good faith to be appropriate in all the circumstances;
 - (ii) require open long positions to be settled in full from the date of suspension or such date(s) which PhillipCapital shall determine;

(iii) impose mandatory maintenance Margin Requirements on open short positions based on the last done market price of the underlying financial instrument prior to suspension (or on such date(s) which PhillipCapital shall determine);

(iv) close or terminate the CFD position if the underlying security is delisted or suspended for an unduly long period of time and cash-settle the contract at such price(s) which PhillipCapital shall determine;

(v) suspend or modify the application of any of the terms of this Agreement to the extent that it is impossible or not reasonably practicable to comply with them; or

(vi) take all such other actions as PhillipCapital deems appropriate in the circumstances.

In the absence of fraud or bad faith, PhillipCapital shall not be liable to the Client for any loss, cost, claim, damage, demand or expense of whatever nature the Client may suffer or incur in connection with and howsoever arising from the actions taken by PhillipCapital.

3.11 Impact of Corporate Actions on CFDs

3.11.1 Adjustments to underlying financial instruments

Without prejudice to any other right of PhillipCapital hereunder or otherwise at law, if the underlying financial instrument of the CFD transaction effected by the Client or its traded price becomes subject to possible adjustments as a result of:

- (a) a subdivision, consolidation or reclassification of shares, or a free distribution of shares to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution to existing holders of the underlying security of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer;
- (c) a distribution to existing holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares; or
- (d) any event in respect of the shares analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the market value of the shares,

PhillipCapital may determine the appropriate consequential adjustment, if any, to be made to the Contract Value of that CFD and/or the related contract quantity to account for the dilutive or concentrative effect necessary to preserve the economic equivalent prior to that event, to be effective as of the date determined by PhillipCapital and such determination

shall be conclusive and binding on the Client. Notwithstanding the foregoing, PhillipCapital reserves the right to close all open positions relating to the underlying security before the occurrence of the abovementioned adjustments.

3.11.2 Dividends

A dividend adjustment will apply to Share CFD positions held at market close on the Business Day prior to the ex-dividend date of the underlying equity.

A dividend adjustment will apply for selected World Index CFDs, after the ex-dividend date of its underlying component stock. Dividend adjustments will be credited or debited based on the customer's outstanding CFD positions (as of market close).

For example, the net dividend adjustment will be credited to the customer's account for long positions in share CFDs and/ or World Index CFDs while the gross dividend adjustment will be debited from the customer's account for short positions on share CFDs.

Dividends adjustments are denominated in the respective instrument's settlement currencies.

Examples:

- (a) where the Client holds a long position, PhillipCapital shall adjust the account in favour of the Client by the dividend (net of relevant taxes) per share, or pro-rated in the case of an index CFD, multiplied by the contract quantity; and
- (b) where the Client holds a short position, PhillipCapital shall adjust the account in favour of PhillipCapital by the gross dividend per share, or pro-rated in the case of an index CFD, multiplied by the contract quantity.

3.11.3 Bonus , Stock Splits, and Reverse Splits

Quantity and price adjustment will apply to Share CFDs to reflect the market equivalent.

Note: Notwithstanding the foregoing, PhillipCapital reserves the right to close all open positions relating to the underlying security before the ex-date for any Corporate Action not mentioned above.

3.11.4 Voting Rights

The voting rights relating to an underlying share or other Instrument will not be transferred to clients. Accordingly, Clients will not have ability to exercise voting rights held by us or by an agent on our behalf.

3.12 General Indemnity

3.12.1 In addition and without prejudice to any other right or remedy of PhillipCapital (at law or otherwise) the Client shall indemnify and hold PhillipCapital harmless from and against any and all Loss suffered or incurred by PhillipCapital in relation to:

- (a) any failure by the Client to comply with the Agreement;
- (b) PhillipCapital acting in accordance with the Orders or in any manner permitted under the Agreement;
- (c) any change in any Applicable Laws; and/or
- (d) any act or thing done or caused to be done by PhillipCapital in connection with or referable to the Agreement or any Account.

3.13 General Exclusion

3.13.1 In addition and without prejudice to any other right or remedy which PhillipCapital may have (under this Agreement, at law or otherwise), in the absence of fraud or wilful default on the part of PhillipCapital, it shall not be liable to the Client in any respect of any Loss (including Loss resulting from negligence or gross negligence) suffered by the Client.

3.13.2 PhillipCapital shall not be liable to the Client for any and all Loss incurred by the Client as a result of or in connection with the suspension of trading and/or change in trading conditions affecting the Market.

3.13.3 PhillipCapital shall not be liable to the Client for any and all Loss incurred by the Client arising from or in connection with any Loss or delay in the transmission or wrongful interception of any Order through any equipment or system, including any equipment or system owned and/or operated by or on behalf of PhillipCapital.

3.13.4 For the avoidance of doubt and without prejudice to the generality of the foregoing, PhillipCapital shall not in any event be liable to the Client for any indirect or consequential loss, or for punitive damages.

3.14 Force Majeure

3.14.1 PhillipCapital shall not be liable to the Client for any Loss or delay caused by events beyond PhillipCapital' control, such as fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, telecommunications disruption, computer failure or similar or other events or events commonly known as "force majeure".

3.15 Communications

3.15.1 Communications may be sent by PhillipCapital to the Client at any e-mail, facsimile, or postal address of the Client last known to PhillipCapital. Any such communications shall be deemed received by the Client (in the case of e-mail, facsimile communications) immediately upon transmission by PhillipCapital, or (in the case of posted communications) one Business Day after the communication was dispatched by PhillipCapital (in the case of a Client who has a Australian residential address) or 7 Business Days after the communication was dispatched by PhillipCapital (in the case of a Client who has a non-Australian residential address).

3.15.2 The risk of loss of or damage to, and the costs of delivery of, any articles or items sent to the Client shall be borne by the Client.

3.15.3 Any communications from the Client to PhillipCapital, whether they be instructions relating to any of the Accounts or otherwise, shall be given in accordance with PhillipCapital's general operating procedures.

3.16 Statements, Confirmations And Advice

3.16.1 The Client shall verify all statements, Confirmations and advice sent by PhillipCapital to the Client. If no objection is raised in writing within 5 Business Days of the Client's receipt of such statement, Confirmation and/or advice, such statement, Confirmation or advice shall, except for manifest or clerical errors, be deemed conclusive and binding against the Client. Any objection raised by the Client shall be accompanied by satisfactory evidence supporting the alleged inaccuracy and shall be directed to PhillipCapital. However, PhillipCapital may at any time rectify any error on any statement, Confirmation or advice which has been proved to its satisfaction.

3.16.2 The Client shall immediately notify PhillipCapital if a statement, Confirmation or advice is not received by the Client in the ordinary course of business.

3.17 Client's Representations And Undertakings

3.17.1 The Client hereby warrants and represents to PhillipCapital as follows:

- (a) in the case of the Client being a natural person:
 - (i) that he or she has full capacity and authority to accept and agree to the Agreement, to open and maintain all Account(s) from time to time established with PhillipCapital, and to give PhillipCapital Orders.
- (b) in the case of the Client being joint Account holders or a partnership:
 - (i) that each of the partners or the joint Account holders of the Account is not under any legal disability and the provisions of this Agreement are enforceable against all of them in accordance with its terms;
 - (ii) that it has all authorisations, consents, licences or approvals (whether under Applicable Laws or otherwise) required to accept and agree to this Agreement, to open and maintain all Account(s) from time to time established with PhillipCapital, and to give PhillipCapital Orders; and
 - (iii) where not prohibited by any Applicable Law, each joint Account holder's property (whether held jointly or in such joint Account holder's sole name and/or control) shall be available as security in favour of PhillipCapital for the Client's liability hereunder;
- (c) in the case of the Client being body corporate:
 - (i) that it is a corporation duly organised and validly existing under the laws of the country of its incorporation and is a legal entity capable of suing or being sued and that the provisions of this Agreement are enforceable against the Client in accordance with its terms;
 - (ii) that it has all authorisations, consents, licences or approvals (whether under the Applicable Laws or otherwise) required to accept and agree this Agreement, to open and maintain all Account(s) from time to time established with PhillipCapital, and to give PhillipCapital Orders;
 - (iii) that the certified true copies of the Client's certificate of incorporation or registration, charter, statute, memorandum and articles or other instrument constituting or defining its constitution, and the board resolutions of the Client delivered to PhillipCapital are true and accurate and still in force; and
 - (iv) that to the best of the knowledge of the Client, no steps have been taken or are being taken to appoint a receiver and/ or manager, administrator or liquidator over, or to wind up the Client, and that it will immediately notify PhillipCapital of any possible intent on the part of the Client and/or any of its

creditors to wind-up the Client.

3.17.2 Without prejudice to the previous sub-clause, the Client further represents, warrants and/or agrees that:

- (a) all the information in the Agreement provided by it is true, correct and complete as of the date of the Agreement and the Client will notify PhillipCapital immediately of any changes in such information;
- (b) it will at all times maintain complete and exclusive control of the Account, including giving complete instructions with respect to any Transaction on the Account(s), and that it will keep itself fully informed of all Transactions and other activities in the Account(s);
- (c) it is familiar with and understands and will keep itself updated on all Applicable Laws, and that in any event it is separately advised on such matters and does not and will not rely on PhillipCapital in relation to these matters;
- (d) any Orders placed or any other dealings in the Account are solely and exclusively based on its own judgment, and after its own independent appraisal of an investigation into the risks associated with such Orders or dealings;
- (e) the property provided to PhillipCapital hereunder, whether as Margin or otherwise, is and will be free of any encumbrance or lien;
- (f) PhillipCapital has no duty or obligation to inquire into the purpose or propriety of any Order and shall be under no obligation to see to the application of any funds delivered by the Client in respect of any Account; and
- (g) any person(s) empowered to act on the Client's behalf has been duly authorised.

The above representations and undertakings shall be deemed repeated whenever the Client gives Orders to PhillipCapital, or whenever the Client establishes a new Account with PhillipCapital.

3.18 Opinions, Reports, Summaries, Analyses And Information By PhillipCapital

3.18.1 Other than reports or statements of fact, any opinions, reports, summaries, analyses or other information, of whatsoever nature and howsoever supplied to the Client by or on behalf of PhillipCapital, are merely expressions of PhillipCapital's views or opinions. Although PhillipCapital will take reasonable care to ensure that no such opinion, report, summary, analysis or other information is untrue or misleading at the time of production thereof:

- (a) no guarantee is given by PhillipCapital as to its accuracy or completeness;
- (b) as such opinions, reports, summaries, analyses or other information may not be prepared with

individual Clients or classes of Clients in mind, they are to be treated as general views and opinions only and are not suitable for use by individual Clients or classes of Clients without independent verification; and

- (c) each such view or opinion is subject to change without notice.

3.18.2 The Client acknowledges that while such opinions, reports, summaries, analyses or other information may be supplied to it by or on behalf of PhillipCapital, the Client remains solely liable for its own decision on the relevant matter. The Client further agrees that PhillipCapital or its representatives shall not be responsible for any Loss that may be suffered or incurred by the Client in reliance of any such opinion, report, summary, analysis or other information so provided by PhillipCapital or its representatives.

3.18.3 PhillipCapital assumes, and relies on the assumption that the Client has taken independent legal, tax, financial and other advice in relation to any Account or Transaction between PhillipCapital and the Client.

3.19 Governing Law And Jurisdiction

3.19.1 The Agreement and its enforcement shall be governed by the laws and the exclusive jurisdiction of the courts of Victoria, Australia.

3.20 Default and Debt Recovery

In the event that the Client is overdue in respect of any monies owing in connection with dealing with the products as stated in this PDS and is referred to a collection agency and/or a law firm for debt recovery, the Client will be liable for all costs and expenses (including contingent costs and expenses) that are incurred including legal costs calculated on a full indemnity (solicitor/own client) basis.

Any notice given or demand by either party, or confirmation issued by PhillipCapital, shall be deemed to have been received on the Business Day following the transmission or posting of the notice, demand or confirmation. The Client agrees that our contractual relationship shall be governed by the laws and the exclusive jurisdiction of Victoria, Australia

3.21 Miscellaneous

3.21.1 The rights and remedies of the parties under this Agreement are cumulative and are without prejudice and in addition to any rights or remedies which the parties may have at law or in equity, and no exercise by a party of any one right or remedy under this Agreement, at law or in equity, shall (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate to hinder or prevent the exercise of any other right or remedy by that party.

4. Online Trading Facilities

4.1 Authorised Use

4.1.1 The Client has the sole responsibility and shall be liable for the security and safekeeping of the Client's user ID, password and/or PIN issued by PhillipCapital to the Client. Accordingly, the Client shall be fully responsible and liable for any Orders placed with PhillipCapital through the use of the Online Trading Facilities.

4.1.2 The Client agrees that PhillipCapital shall be entitled to rely on the correct entry of a PIN in Order to ascertain whether any Order given to PhillipCapital is that of the Client's and to act on that assumption. The Client shall be liable for all such Orders placed with PhillipCapital.

4.1.3 In placing Orders using the Online Trading Facilities, the Client hereby agrees that any such Orders are only considered as having been received by PhillipCapital upon PhillipCapital sending a notification to the Client through the Online Trading Facilities of its receipt and informing the Client that the Order has been either accepted or rejected for execution. Any such notification shall be deemed to have been received by the Client when the same is issued by PhillipCapital and the Client shall be bound thereby notwithstanding that such notification may not have actually been received by the Client for any reason whatsoever. The Client shall bear the sole responsibility of keeping records of the same.

4.2 Distribution and Intellectual Property

4.2.1 The Client is not entitled to and shall not reproduce, transmit, disseminate, sell, distribute, publish, broadcast, circulate and/or exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the use of the Online Trading Facilities, except with the express written consent of PhillipCapital. The Client shall also not use such information and/or records for any wrongful or illegal purpose.

4.2.2 In requesting PhillipCapital to provide the Online Trading Facilities, the Client accepts and acknowledges the fact that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports available from and

generated on the Online Trading Facilities as well as the Online Trading Facilities itself vest solely in and shall remain the exclusive property of PhillipCapital. The Client therefore agrees not to do anything that will violate or infringe PhillipCapital's intellectual property rights and shall take all necessary measures to preserve and protect these rights.

4.3 Transmission Of Electronic Data

4.3.1 PhillipCapital shall not be liable to the Client for any Loss suffered or incurred by, the Client relating to any inability of the Client to access the Online Trading Facilities for any reason whatsoever, or for any errors, defect, malfunction or failure (whether total or partial) of the Online Trading Facilities (or any part thereof) or interruption or delay in response time of the Online Trading Facilities whether relating to or arising from any repair or servicing of the Online Trading Facilities; any damage, destruction, breakdown, mechanical or other defect, howsoever caused, to the Online Trading Facilities (or any part thereof); any corruption or damage to the Online Trading Facilities (or any part thereof); any failure by PhillipCapital, its Officers, employee, agents or servants to receive the Client's instructions or Orders notwithstanding that the instruction or Order has been received by the Online Trading Facilities; or, any other cause whatsoever.

4.4 Disclaimer

4.4.1 PhillipCapital makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the merchantability or fitness for any particular use or purpose in relation to the information furnished under the Online Trading Facilities or any other features or aspect of the Online Trading Facilities, including but not limited to investment advice and/or access to information and/or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same.

4.4.2 PhillipCapital shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through the Online Trading Facilities. As such, any information, data or services provided through the Online Trading Facilities should not be relied upon in relation to any investment decision, trading activities or Orders placed by the Client who shall, at all times, rely on its own assessment and judgement in respect of any investment decision or proposed Transaction.

4.4.3 PhillipCapital shall not be under any obligation to review the status of the Client's Account for compliance with any applicable Margin Requirements. Notwithstanding this, PhillipCapital may, in its sole and absolute discretion, review the status of a Client's Account for the purposes of ensuring compliance with any applicable Margin Requirements provided that PhillipCapital shall bear no liability whatsoever for any such review.

4.5 Rights Of Access

4.5.1 PhillipCapital shall bear no liability and shall not be responsible for any Loss or inconvenience that may be suffered by the Client as a result of or in relation to, any action by any regulatory body in the exercise of its regulatory or supervisory functions over PhillipCapital. The Client shall permit PhillipCapital and/or any regulatory body to have access to such terminals as PhillipCapital and/or the regulatory body may request, and the Client shall co-operate in answering any of their queries in relation to any aspect of the Online

Trading Facilities.

4.6 Security

4.6.1 The Client shall at all times ensure that the integrity and the security of the Online Trading Facilities are preserved and maintained. Accordingly the Client shall ensure, inter alia, that there is no unauthorised use of Client's user ID, password and/or PIN. The Client shall forthwith on being aware of any unauthorised access or theft of the PIN(s) or security code(s) notify PhillipCapital and provide such particulars as PhillipCapital may require.

4.6.2 The Client shall bear the sole responsibility of complying with the obligations under this Clause. In the event that the Client breaches its obligations under this Clause, the Client shall indemnify PhillipCapital for any Loss that PhillipCapital may suffer as a consequence of, or in relation to, such unauthorised access and use.

4.7 Risk Warning

4.7.1 The Client hereby represents and declares that they understand and accepts the following associated risks with trading using the Online Trading Facilities:

Trading through an electronic trading or order routing system exposes the Client to risks associated with system or component failure. Such system or component failure may result in the inability to enter new Orders, execute existing Orders, or modify or cancel Orders previously entered, as well as a loss of Orders or order priority.

5. OTC Facilities

5.1 Notification

5.1.1 In providing a market and prices for OTC Transactions, PhillipCapital hereby notifies and the Client hereby consents to PhillipCapital's prior notification that its dealing staff authorized by PhillipCapital to accept Orders may quote OTC prices by reference to prices from other regulated financial institutions to Clients. Such prices may not be the same as the prices that PhillipCapital may be able to secure from such parties for its own contracts with such parties or otherwise act as market-makers to Clients in providing its own bids and offers for trades with PhillipCapital on an OTC basis.

5.1.2 Unless otherwise specified, (i) PhillipCapital shall act as principal to the Client in respect of OTC Transactions; and (ii) all OTC Transactions are entered into on the basis that they shall be cash settled and not physically settled.

5.2 Default

5.2.1 In the event of a Default under a Transaction, all outstanding Transactions (including any Transaction which has not been settled and in respect of which the value date as determined by PhillipCapital is on or precedes the date on which PhillipCapital terminates such Transaction) entered between the Client and PhillipCapital shall be deemed immediately liquidated at prevailing prices (or, if not available, at such prices PhillipCapital in good faith deems fit) and the amounts resulting converted into Australian dollars or such other Currency as PhillipCapital may from time to time use as the principal Currency of its business (together with all Margin and/or security duly converted into Australian dollars or such other Currency as PhillipCapital may from time to time use as the principal Currency of its business) at PhillipCapital's prevailing rates and set-off against each other and the Margin prior to PhillipCapital resorting to any of its other rights and/or payment or repayment to the Client (if applicable).

5.2.2 If there occurs in relation to any Transaction or otherwise in relation to an Account or Accounts an Extraordinary Event (as defined below), PhillipCapital shall have the sole and absolute discretion to determine any adjustments or action necessary in relation to such Transaction or any or all Transactions or otherwise to an Account or Accounts in view of the Extraordinary Event. Such adjustments or actions may include altering or varying the quantities of Currencies

or financial instruments or the exchange rates or specifications of Currencies or instruments bought or sold in respect of such Transaction or some or all Transactions, or terminating the Transaction in question or some or all Transactions, or an Account or Accounts or otherwise. Provided PhillipCapital undertakes such adjustment and/or action in good faith, any such adjustment or action shall be binding on the Client who shall be liable for any additional Loss incurred by PhillipCapital on the account of the Client or which the Client is consequently liable for as a result of such adjustment or action.

An "Extraordinary Event" shall mean any event which PhillipCapital in good faith believes to have a material adverse effect on any Transaction and shall include without limitation, any Market Disruption Event (as defined below), any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit or transfers of Currencies, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, redenomination or demonetisation of the underlying Currencies or financial instruments of any Transaction and/or any form of restriction or requirement which in PhillipCapital's good faith opinion adversely alters or changes the rights or obligations which PhillipCapital in good faith undertook upon the establishment of such Transaction.

Without prejudice to the fore-going therefore, PhillipCapital shall with respect to any and all OTC Transactions be the calculation agent (the "Calculation Agent") for all underlying reference pricings of a Transaction and all relevant settlement and other pricing for the purposes of determining the respective rights and obligations of the parties by reference to such pricing. PhillipCapital does not assume any obligation or duty to, or any relationship of agency or trust for or with the Client for such Transactions (the Client acknowledging that such obligations are inconsistent with a principal to principal relationship between the parties). Any determinations and calculations by PhillipCapital shall (in the absence of manifest error) be final and binding on the Client, provided that PhillipCapital has acted in good faith; Without prejudice to the foregoing, in the event of a determination by PhillipCapital in good faith that any material disruption to the price source set out in the terms for any Transaction or in a relevant reference market has occurred (each such event a "Market Disruption Event"), PhillipCapital shall be entitled to

determine in good faith the market pricing of the underlying reference instrument for the purposes of the parties' respective rights and obligations under such transaction and its determination shall be final and binding on the parties.

In addition, PhillipCapital has the sole and absolute discretion to determine:

(a) whether a Market Disruption Event has occurred during the life of an Investment or on its settlement date and if such Market Disruption Event occurs on the settlement date what price or level should the relevant closing level of the underlying reference instrument be for the purposes of settlement of a relevant Transaction; or

(b) whether any adjustments to the terms of the

Transaction should be made as a result of any event(s) affecting the underlying reference instrument or (if the same is an index) any of its constituent components or combination thereof to which the relevant reference instrument and Transaction relate (including but not limited to an index adjustment event such as a material change in the formula for or the method of calculating the Index or failure to calculate and publish the index);

Any such discretion exercised by, or any calculation made by PhillipCapital (in the absence of manifest error) shall be binding on the Client who should note that PhillipCapital when making any such adjustments or calculations, will not take into account the Client's individual circumstances and/or tax or other consequences of such adjustments or calculations.

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