

## Important Note:

### Execution and Settlement services.

These Terms & Conditions are for Clients who only use the Securities execution and settlement services provided by *PhillipCapital*.

### No Personal Advice

Under these Terms & Conditions, PhillipCapital does not provide any Client with any personal advice in respect of any financial product, security trade or any of your financial product holdings or any financial matter. PhillipCapital will only provide limited general advice.

These Terms & Conditions are part of your Agreement with PhillipCapital when you open an Account with PhillipCapital.

(Definitions. See page 2 and other parts of this document)

## 1. PhillipCapital and its Service Providers

### Phillip Securities (Aus) Limited ("PSAL")

PSAL is a trading participant of ASX and Cboe and a clearing and settlement participant of ASX. It will provide trade execution, clearing and settlement services for all domestic trading.

Confirmations for domestic transaction will be issued by PSAL.

### Phillip Capital Limited ("PCL")

PCL will act as the Custodian and will facilitate international trade execution services, administration and client reporting.

Confirmations for international transaction will be issued by PCL.

### Phillip Securities Pte Ltd ("PSPL")

To facilitate international transactions in global markets, PCL has appointed PSPL, its related company based in Singapore, under Agreement as its Sub-Custodian to provide trade execution facilities, and to act as **International Custodian** to settle and hold International securities and Foreign Currency (FX) on your behalf.

## 2. Confirmations

When you provide an electronic address ("email address") to PhillipCapital, you authorise PhillipCapital to dispatch electronic Confirmations to the email address provided. It is your responsibility to ensure that the email address you provide to PhillipCapital is up to date, operational and available for receipt of electronic Confirmations. You must advise PhillipCapital of any change to your email address as soon as practicable after the change is made. In the absence of an email address, Confirmations in paper-based form will be sent to the registration address provided by you. Additional charges will apply for the production and postage of paper-based Confirmations.

Where we enter into multiple Transactions on an Australian market, in order to complete an order, you authorise us to accumulate those transactions on a single Confirmation and to specify the volume weighted average price for the transactions. Should we choose to transact on additional markets we may accumulate transactions undertaken on different exchanges where this is in accordance with our best execution policy. If requested by you, we will give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a Confirmation.

## 3. Purchase and sales on ASX and Cboe Markets

### Purchases

Payment for purchases must first be received by PhillipCapital also we can settle these purchases by the Settlement Date. If you are purchasing securities which are Issuer Sponsored, these securities will not be registered until payment has been received by PhillipCapital and these funds have

cleared. Therefore, when purchasing securities, payment must be made in time to reach PhillipCapital by the close of business on the first Business Day following the transaction, in readiness for settlement on the second Business Day. PhillipCapital reserves its rights to refuse to transfer any financial product where payment for them remains outstanding

### Sales

Securities which are sponsored by PhillipCapital for you in CHESS at the time of the sale will be available for settlement on the nominated day. If your securities are issuer sponsored, PhillipCapital must know your Shareholder Reference Number (SRN) before your order is placed. If you are selling shares represented by share certificates (these are still valid for a very few securities), you must mail the share certificates to PhillipCapital before you place your order or have them delivered to us no later than the first Business Day following the transaction. If they are not received in time, fail fees may be imposed by the Relevant Exchange and passed onto you. Proceeds from sales are made available to you by PhillipCapital, usually on the second Business Day following the transaction and as noted on your Confirmation by Direct Credit – cleared funds to your nominated bank account, subject to your election of a direct credit facility in the PhillipCapital Client Account Application Form.

## 4. Purchases and Sales on Global Markets

In the case of transactions executed on global markets, you must have clear funds available to PhillipCapital in either your nominated bank account or relevant currency at the time an order is placed.

PhillipCapital reserves its right to refuse to:

- (a) complete an order in circumstances where you have not met your settlement obligations; or
- (b) to transfer any international securities purchased where payment for them remains outstanding.

PhillipCapital does not charge any direct fees on FX conversions, however, it will be participating in the FX buy/sell spread to recover its costs.

Unlike transactions executed on the Australian markets, you will not receive physical delivery of International securities you purchase. Details of your holdings will be available electronically on PhillipCapital's portal, or you can request PhillipCapital to provide a statement of your holdings at any time.

You will receive a foreign currency ledger balance for each currency held in Custody on your behalf from PhillipCapital portal or via e-mail on a daily basis. Please note this balance will not include any un-settled transactions, so you should speak with your financial service provider or refer to the portal for actual balance.

For further details on the operation your Custody account, please refer to **Section B International Trading** of the Terms and Conditions

## 5. Banking Details

**Cash Management Account-** Cash Management Providers may require a separate authorisation to allow PhillipCapital to settle transactions on your behalf. If this is the case, please provide the appropriate authority.

**Direct Credit and Debit-** By allowing PhillipCapital to directly credit and/or debit your account when settling securities transactions executed on ASX, Cboe and global markets, you will ensure the fastest and most secure method of settlement.

**BPAY -** If you have elected to settle your purchases via the BPAY facility you must schedule payment prior to 5.00 pm the day before market settlement to ensure your transaction settles on time. The BPAY facility details will be listed on your Confirmation.

## 6. Interest on Trust Account Balance

Regulations and settlement processes require us to hold your funds in Trust Accounts. For International trading, Regulations allow us to hold your funds in Trust Accounts outside Australia for limited periods, when applicable. PhillipCapital will earn interest on your funds held in Trust accounts which we are entitled to retain (Corporations Regulation 7.8.02 (7)).

## 7. PhillipCapital Sponsorship

We recommend that you choose to register your holdings in the CHESS system, via PhillipCapital Sponsorship, as an alternative to Issuer Sponsorship. This will allow us to maintain an accurate record of your holdings and ensures convenient settlement of transactions and timely delivery of sales.

CHESS is a centralised electronic transfer and settlement system which is operated by the ASX. The integrity of holdings which are Broker Sponsored in CHESS are protected by the ASX National Guarantee Fund.

Being sponsored by PhillipCapital does not preclude you from dealing with any other Broker. To elect to have your holdings sponsored by PhillipCapital you must sign the enclosed CHESS Sponsorship Agreement and return this to us together with your PhillipCapital Client Account Application Form as soon as possible. Any valid holdings statement under an SRN (where your holdings are Issuer Sponsored) or share certificates that you now hold, or which may result from your initial purchases with us may also be forwarded to PhillipCapital for conversion to CHESS Sponsorship. You will then receive statement from CHESS to confirm your holding.

## 8. Risk Associated with using a DMA Trading Platform

You should be aware that there are a number of risks associated with using Internet-based Trading Platforms and portals.

These risks include the failure of any software to perform in the manner expected, disruptions to access to telecommunications systems such as the internet (or other service interruption), errors in software, price data or status of orders being displayed incorrectly, delays in data transmission, platform limitations such as delayed password resets, malicious security breaches and errors or inaccuracies in data entry. Disruptions to the PhillipCapital Trading Platforms may cause the inability for Clients to execute a particular order in the market or make a trading decision based on erroneous data. You may suffer financial loss or opportunity cost as a consequence.

It is important that you read and understand all of the Terms and Conditions relating to the use of PhillipCapital's DMA Trading Platforms under the section titled "Automated Client Order Processing (ACOP)" of this document.

**Important Note:** These Terms and Conditions are broken down into two Sections.

**Section A:** Terms and Conditions, Direct Debt Service Agreement and Automated Client Order Processing: **Applicable to All PhillipCapital Clients and**

**Section B:** International Securities Terms and Conditions: **Applicable to PhillipCapital Clients trading in International Securities only.**

## Definitions

**"Account"** means an account held by the Client at PhillipCapital.

**"Application"** means the PhillipCapital New Account Application form.

**"Authorised Person"** means the person(s) duly appointed by you in their the PhillipCapital New Account Application form or any other PhillipCapital form.

**"Client"** or **"you"** or **"your"** means the person whose details appear on the New Account Application.

**"International Custodian"** means any person PhillipCapital appoints to hold your International Securities and International Financial Products in accordance with these Terms & Conditions.

**"International Securities"** means securities listed on an global securities exchange and includes but is not limited to stocks, shares, units, bonds, debentures or other debt securities, notes, rights, units, options and any other instruments representing rights to receive purchase or subscribe for same.

**"PCL"** means Phillip Capital Limited ABN 14 002 918 247, AFSL No: 246827

**"PhillipCapital Clearing Participant"** means any entity appointed by PhillipCapital to settle and clear international transactions where applicable.

**"PhillipCapital New Account Application"** means the form used by the Client to apply to open an Account with PhillipCapital.

**PhillipCapital** means PCL and PSAL.

**PSAL** means Phillip Securities (Aus) Limited ABN 95 092 989 083, AFSL 247100.

**"Proscribed Person"** means a person who appears to PhillipCapital either

- (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth)
- (b) to be in breach of the laws of any jurisdiction relating to money laundering or counterterrorism
- (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction or
- (d) to act on behalf, or of the benefit of, persons listed in the above sub-clauses (a), (b) and (c).

**"Securities"** means any means securities listed on any securities exchange (either in Australia or International) and includes but is not limited to stocks, shares, units, bonds, debentures or other debt securities, notes, rights, units, options and any other instruments representing rights to receive purchase or subscribe for same.

**"Terms & Conditions"** means these terms and conditions.

## 1. Agree to the Terms and Conditions

By instructing PhillipCapital or your Financial service provider to deal for you on your Account, you are taken to have agreed to these Terms and Conditions as well as the Important Information which form part of the New Account Application.

## 2. More than one person constitutes the Client

- (a) If more than one person constitutes the Client, then they are jointly and severally bound by these Terms and Conditions and each of those persons has full authority to operate the Client's Account and PhillipCapital may act on the instructions of any one of those persons.
- (b) If more than one person constitutes the Client as part of a joint account, they agree that they have assumed joint and several liability for any monies payable to PhillipCapital by the Client and that PhillipCapital may pursue recovery against one or any or all of them at its discretion.

## 3. Terms and Conditions govern the Client transactions

- (a) These Terms and Conditions govern the transactions executed by PhillipCapital on behalf of your Account and are subject to where relevant the Corporations Act 2001, the applicable Market Integrity Rules, procedures, customs, usages and practices of ASX Limited (ASX) and Cboe Australia Pty Ltd (Cboe), Operating Rules of the ASX Clear Pty Limited (ASX Clear), Operating Rules of ASX Settlement Pty

Limited (ASX Settlement) (where applicable) and any other applicable law as amended from time to time (together the 'Regulatory Requirements').

- (b) By completing the PhillipCapital New Account Application, you acknowledge receipt of these Terms and Conditions.

#### 4. Information you provide

- (a) You warrant that the information provided by you in the PhillipCapital New Account Application or as notified to PhillipCapital from time to time is complete and accurate and can be relied upon by PhillipCapital in the absence of any written notification to the contrary. Where insufficient or incorrect information is provided and an Account has not been properly established, PhillipCapital reserves the right to refuse an order and/or not execute a transaction. You agree to notify PhillipCapital in writing of any change to personal information that may be relevant to any dealing or proposed dealing with or on behalf of you by PhillipCapital.
- (b) You agree that PhillipCapital is not responsible for any missed opportunities to deal or execute in any market during the time it takes PhillipCapital to follow its internal procedures in order to assess your Application to open an Account, accept or reject it, and (if the former) to open an Account.
- (c) Where applicable, you warrant that you have disclosed to PhillipCapital, your status as a Proscribed Person as defined under ASIC Market Integrity Rules (Security Markets) 2017.

#### 5. Legal right and power

You warrant that you have the legal right and power to enter into these Terms and Conditions; and if you are a Trustee, you acknowledge that the assets of the trust cannot be indemnified as to any liabilities or losses that may result, and where you are a trustee of a superannuation fund, you warrant that you have properly considered the law as it relates to superannuation funds before agreeing to these Terms and Conditions.

#### 6. Confirmations

- (a) After every trade transaction, PhillipCapital will arrange to issue a Confirmation to you via either PSAL (for Australian Securities) or by PCL (for International Securities). A Confirmation is a record of the order instruction as executed and includes the price of the securities and brokerage, together with your settlement instructions.
- (b) PhillipCapital may arrange to issue a further Confirmation if a previous Confirmation contains any errors or omissions and, in this event, the further Confirmation shall supersede the previous one(s) in all respects.
- (c) If you are to receive Confirmations, and you provide an electronic address ("email address") to PhillipCapital, you authorise PhillipCapital to dispatch electronic Confirmations to the email address provided by you in respect of your market dealings.
- (d) It is your responsibility to ensure that the email address provided to PhillipCapital is up to date, operational and available for receipt of electronic Confirmations issued. You must advise PhillipCapital of any change to the email address as soon as practicable after the change is made.
- (e) Where PhillipCapital does not hold an email address for you, you acknowledge that Confirmations will be sent to your registration address.
- (f) If you are to receive Confirmations, you further agree that at its sole discretion, PhillipCapital may choose to cause the issue of paper-based Confirmations to your registration address in lieu of electronic Confirmations. You must notify PhillipCapital in writing if you do not wish to receive electronic Confirmations.

#### 7. PhillipCapital discretion to act on Client instructions

Whilst you or your duly appointed Authorised Person may instruct PhillipCapital to deal on your Account, PhillipCapital has discretion to accept or decline such

instructions at any time without the need to provide any reason. PhillipCapital also reserves the right to decline to act on behalf of you where either the original instruction from you or the Authorised Person is more than one calendar month old or where the relevant securities have been subject to a trading halt or suspension from trading and your has not subsequently reconfirmed your instruction.

#### 8. Cancellation or amendment of Client order

You acknowledge that a Relevant Exchange (either in Australia or international) may require cancellation or amendment of your order or dealings and that PhillipCapital may in its absolute discretion cancel transactions pursuant to an order or as contemplated by the Market Integrity Rules and the procedures, customs, usages and practices of ASX and Cboe (including without limitation the Rules placing obligations on PhillipCapital to maintain an orderly market) and ASX Clear or the equivalent international rules (where applicable) without the consent of you.

#### 9. Fraudulent or illegal dealings on Client Account

You acknowledge that you are responsible for any fraudulent or illegal dealings on your Account which are attributed to the conduct of you or a duly appointed Authorised Person, and you will not hold PhillipCapital liable in any way and release PhillipCapital from any liability in respect of such dealings.

#### 10. Direct Credit Facility and Direct Debit Request

PhillipCapital offers clients a Direct Credit Facility for payments of sale proceeds. There is no additional charge for making use of the Direct Credit Facility.

The Direct Credit Facility operates as follows:

- 1 Except for contracts which have failed to settle by the specified date, payment will be made by PhillipCapital on the settlement date by electronic transfer and cleared funds should be available in your bank account no later than 48 hours after settlement date. Please note sale proceeds for International trades maybe delayed due to different International time zones and processing times.
- 2 Your bank account statement will be narrated to identify direct credits received from PCL or PSAL.

**Direct Debit Facility:** If you complete the Direct Debit Request Form you:

- (a) request and authorise PhillipCapital (Debit User Identification number 532202 or 244449) to arrange for any amount which you owe to PhillipCapital from time to time to be debited through the Bulk Electronic Clearing System and paid to PhillipCapital from the account you have nominated in the Application Form;
- (b) authorise PhillipCapital to debit in accordance with the Direct Debit Agreement the account nominated by you in the Application Form with any amount PhillipCapital may debit or charge you; and
- (c) acknowledge having read and understood, and agree to be bound by, the terms in the Direct Debit Request Service Agreement.

#### 11. Liable for the cost of purchases of securities

- (a) You warrant that at all times you will be in position to meet all commitments in respect of securities trades executed by PhillipCapital.
- (b) You acknowledge that you are liable for the cost of purchases of securities including related brokerage costs, taxes, duties, administration fees and charges and that you must make good delivery in respect of securities sales, to enable PhillipCapital's

Clearing Participant or PCL to settle by the due settlement date and time.

- (c) Where you either fail to make good delivery in respect of sales or fails to meet the costs of purchases by the due settlement date and time, PhillipCapital is entitled to pass on all costs to you.
- (d) In the event that PhillipCapital does not receive payment from you by the due date for a securities purchase, PhillipCapital reserves the right to either demand payment from you on the settlement date or else settle the securities purchase in the absence of your payment and either on or after the settlement date, apply any monies held by you in any account of you to which PhillipCapital has lawful access, in order to satisfy your obligation.
- (e) PhillipCapital may suspend your Account at any time, without notice, if you fail to settle transactions on the Account on time.
- (f) You agree to indemnify PhillipCapital for all related costs, expenses and losses incurred, including brokerage, GST, any fail fees levied by parties including but not limited to ASX, Cboe or ASX Clear and bank fees, resulting from your failure to settle by the due date and time. In addition, you acknowledge that PhillipCapital may report you to Financial Services Protection Limited in the event that the Client fails to settle a transaction.

## 12. Warrants

Having requested to trade warrants, you warrant that:

- (a) you received and read the explanatory booklets issued by ASX Limited (ASX) and Cboe Australia Pty Ltd (Cboe) in respect to Warrants.
- (b) you understand that neither Australian Options Market nor ASX Clear Pty Ltd have any involvement whatsoever Warrants.
- (c) you are aware that a Warrant has a limited life and cannot be traded after its expiry date.
- (d) you are aware that Warrants do not have standard Terms of Issue and acknowledge that it is my responsibility to become aware of the Terms of Issue of any Warrant in which I choose to invest.
- (e) you are aware that Warrants may be subject to adjustments after their initial issue. I acknowledge that it is my responsibility to become aware of any adjustments which may have been made to any Warrant in which I choose to invest.
- (f) you are aware that admission to Trading Status of a Warrant does not imply that the ASX or Cboe or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty of the viability of the Warrant-Issuer or Guarantor.
- (g) you acknowledge that failure of the Warrant-Issuer or the Guarantor (if applicable) to fulfill their obligations does not give rise to a claim against the ASX, Cboe, handling Participating Organisations or the Securities Exchange Guarantee Corporation Limited.

## 13. Directors Indemnity and Joint & Several Liability

Where you execute the PhillipCapital New Account Application in the capacity of a director or officer of a body corporate ("the Client") you agree;

- (a) that you are personally **indemnifying** PhillipCapital against any liability incurred as a consequence of any dealing on any Account whatsoever established by the Client as well as any liability or loss arising from, and any cost, damages, charges and expenses incurred in connection with

- (i) Any failure by the Client to pay PhillipCapital any monies which are due and payable by the Client on any Account whatsoever of the Client; and
- (b) Any failure by the Client to fulfil its obligations to the indemnity shall be a principal and continuing obligation and shall be in addition to and not merge with, or be affected by, any other security held by PhillipCapital, now or in the future, notwithstanding any rule of law or equity, or any statutory provision to the contrary.
- (c) when more than one person executes the PhillipCapital New Account Application in the capacity of a director or officer of the Client, they have assumed joint and several liability for any monies payable to PhillipCapital by the Client and that PhillipCapital may pursue recovery against one or any or all of them at its discretion.
- (d) in your capacity of a director or officer of a body corporate, and not PhillipCapital, will be responsible in meeting any regulatory obligations you may have as a director of an Australian regulated company, including but not limited to, general law, the Corporations Act, ASIC Policy, ASX Market Listing Rules, ASX Corporate Governance.

## 14. Client Instructions

You acknowledge and agree;

- (a) PhillipCapital will not execute on the Account unless instructed by you and then only in accordance with those instructions.
- (b) You undertake to notify PhillipCapital immediately upon becoming aware of any transaction on the Account which was undertaken without your express and prior instruction;
- (c) PhillipCapital does not provide a short selling facility and does not facilitate scrip borrowing and has an obligation to report to the appropriate authorities which may include the ASX when it undertakes sales using borrowed securities. In order to ensure PhillipCapital meets its reporting obligation, you undertake to notify PhillipCapital, of the quantities of any borrowed securities which will be used to facilitate settlement of a sale at the time the sell order is placed;
- (d) PhillipCapital is not liable for any loss you may incur by PhillipCapital acting on an instruction, where that instruction is given by a person whom PhillipCapital reasonably believes to be your duly appointed Authorised Person;
- (e) whilst an Authorised Person is permitted to instruct PhillipCapital in relation to your Account, PhillipCapital may in its absolute discretion clarify such instruction with you
- (f) PhillipCapital may in its absolute discretion decline at any time any instructions given by your duly Authorised Person;
- (g) PhillipCapital is not responsible for any missed opportunities to deal or execute in any market during the time it takes PhillipCapital to follow its internal procedures in order to assess instructions received from you or your duly Authorised Person.
- (h) by appointing your Authorised Person to act on your Account, you authorise the Authorised Person to undertake any of the following activities in respect of your Account:
  - acquire, buy, deal with dispose of or sell any market traded securities;
  - receive, hold, arrange custody of and deliver certificates and other evidence of title to securities;
  - exercise all rights and privileges and perform all duties and obligations which may now or in the future pertain to the Client as the holder of the security; and,

- attend to administration matters in respect of your Account including but not limited to those matters stated in these Terms and Conditions
- (i) that whilst PhillipCapital will make all reasonable attempts to effect any instruction to cancel or amend an order as soon as possible, if an order is executed in whole or part prior to cancellation or amendment, the Client is obliged to accept the transaction executed in accordance with the original order instructions.

## 9. CHESS Sponsored.

You acknowledge and agree that in respect to Australian securities, once a purchase of securities has been executed on your behalf by PhillipCapital,

- (a) upon settlement, the securities will be registered in the name on the Account and you acknowledge that by signing the PhillipCapital New Account Application, that you are electing to have your holdings sponsored by PhillipCapital in the Clearing House Electronic Sub-register System (CHESS) in accordance with the CHESS Sponsorship Terms and Conditions which follow (and may be amended from time to time).
- (b) as your CHESS Sponsor, PhillipCapital will control and administer the holdings established by PhillipCapital in CHESS on your behalf. Subject to the Terms and Conditions for operating an Account and the terms of the CHESS Sponsorship Agreement, and
- (c) PhillipCapital will act on your instructions to transfer or convert these holdings. You agree to notify PhillipCapital of any error or subsequent change to information which is relevant to the registration of purchases of securities in your name.

## 10. Trading as Principal

In respect to Australian securities, from time to time PhillipCapital may enter into a Market Transaction with its clients as Principal (as defined in the Market Integrity Rules). When trading as Principal, and where permitted by law, PhillipCapital will charge the Client the same rate of brokerage that it would charge the Client on non- Principal transactions.

Each time you place an order with PhillipCapital, you will be taken to have:

- (a) consented to PhillipCapital's Trading as Principal policy as set out in this document, and
- (b) agreed to pay brokerage on such transactions at the same rate of brokerage that it would charge you on non-principal transaction unless you notify PhillipCapital to the contrary.

## 11. AML /CTF Act obligations.

You acknowledge and agree:

- (a) in order for PhillipCapital to meet its obligations under the Anti-Money Laundering and Counter- Terrorism Financing Act 2006 and associated Rules ("AML/CTF obligations"), PhillipCapital is required to obtain appropriate identification from you in order to verify your identity;
- (b) PhillipCapital may at any time request further information from you relating to your identity and/or the source of monies credited or to be credited to the Account and you agree to provide the additional information to meet PhillipCapital's request. If you do not provide PhillipCapital the information as requested, or there is a delay in you providing this information, PhillipCapital may not be able to open an Account, or may suspend operation of the Account.

- (c) PhillipCapital is not liable for any loss incurred by the Client as a result of any action of PhillipCapital which either delays an Account being opened or results in an Application being declined, when these actions are necessary for PhillipCapital to comply with its AML/CTF obligations;
- (d) you are not aware and have no reason to suspect that:
  - (i) the monies used to fund your transactions have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention or by agreement; or
  - (ii) the proceeds of transactions will be used to finance any illegal activities; and
  - (iii) you are a politically exposed person or organisation.

## 12. Privacy Consent

- (a) PhillipCapital may disclose your information to our related bodies corporate or alliance partners to enable you to be advised about products or services offered by them or a third party with whom they have an arrangement.
- (b) Apart from disclosure to the Australian Securities and Investments Commission or to the Australian government and regulatory bodies where they are entitled to demand such information under applicable laws and regulations, where otherwise permitted by law or where you have agreed to the disclosure in these Terms and Conditions, we will keep your confidential information in confidence.

Our Privacy Policy is available at: [www.phillipcapital.com.au](http://www.phillipcapital.com.au)

## 13. PhillipCapital not liable

You acknowledge and agree

- (a) PhillipCapital and its related parties are not liable to the Client for any losses, damages, costs and expenses of any kind, which result from your default under these Terms and Conditions or which are caused by:
  - (i) PhillipCapital declining to act on the instructions from your duly appointed Authorised Person or you;
  - (ii) either you or your duly appointed Authorised Person use of or reliance on any research reports provided by PhillipCapital;
  - (iii) PhillipCapital complying with any direction, request or requirement of the ASX, Cboe or ASX Clear Rules, the Corporations Act or any other regulatory authority; and
  - (iv) any event or occurrence which is or was outside of PhillipCapital's control.

## 14. Indemnity

- (a) You agree to indemnify PhillipCapital and its related parties ("Indemnified Parties") and keep them indemnified from all claims, actions and demands arising from any losses, damages, expenses and costs (including legal costs on a full indemnity basis) whatsoever and howsoever arising, which are incurred by the Indemnified Parties as a result of undertaking either yours or your appointed Authorised Person's instructions or which result from a failure of either you or your appointed Authorised Person to comply with these Terms and Conditions or the relevant regulatory requirements



- (b) You acknowledge that the liability of the Indemnified Parties for a breach of any provision implied by law which cannot be excluded is limited to the Indemnified Parties supplying the relevant services in a manner contemplated by the law.

## **15. National Guarantee Fund and the Cboe Fidelity Fund**

You acknowledge being made aware of the existence of the National Guarantee Fund and the Cboe Fidelity Fund which are compensation funds available to investors to meet valid claims arising from dealings with market participants of ASX and Cboe and that to make a claim, you need to contact the ASX or Cboe.

## **16. Jurisdiction**

These Terms and Conditions are governed by the laws of Western Australia and Victoria, Australia.

## **17. Variation to the Terms and Conditions**

These Terms and Conditions may be varied or modified by PhillipCapital from time to time by written notification to you.

## **18. Termination of Terms and Conditions**

These Terms and Conditions may be terminated by PhillipCapital or you by either party giving not less than seven (7) Business Days' notice in writing to the other party. Termination does not affect existing rights and obligations of either party at termination.

## **19. Notices received**

Any notice given or demand made 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.

## **20. Material Breaches may result in Sale of Client Securities**

If you breach any material provision of these Terms and Conditions, PhillipCapital may, in addition to any other rights which it may have against you, without giving prior notice to you, take any action, or refrain from taking action, which it considers reasonable in the circumstances and, without limitation, sell (in the manner determined by PhillipCapital) any of your securities or other property held by, or under the control of, PhillipCapital or PhillipCapital's Clearing Participant (including, without limitation, all securities and other property lodged at ASX Clear in respect of your Account, even when this is not owned by you) and set off the proceeds of sale and any other amounts owed to PhillipCapital against any amounts owed by PhillipCapital to you, and you must account to PhillipCapital as if those actions were taken on your instructions and, without limitation, you are liable for any deficiency and entitled to any surplus which may result.

## Definitions

In this Direct Debit Service Agreement:

**Account** in this section of the Terms and Conditions (Direct Debit Service Agreement) means the account identified as the direct debit account in the Direct Debit Request 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.

**Client** or **you** means the person whose details appear on PhillipCapital's Intermediary Client Account Form, or the Direct Debit Request Form.

**Debit Day** means the day that payment is due from you to us.

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

**Direct Debit** means the direct debit request between you and us by completing and signing Direct Debit Request Form, or the PhillipCapital Intermediated Client Account form.

**DDR** means the Direct Debit Request form you have completed to authorise the appropriate debit user.

**Direct Debit User** means PhillipCapital.

**Financial Institution** means a financial institution with whom we have a direct debit facility arrangement. Please contact your adviser to check whether we have a direct debit facility arrangement with Your Financial Institution.

**FSP** means Financial Service Provider or Intermediary authorised by you.

**PCL** means Phillip Capital Limited ABN 14 002 918 247, Debit User ID 532202.

**PSAL** means Phillip Securities (Aus) Limited ABN 95 092 989 083, Direct Debit User ID 244449

**PhillipCapital** means PSAL and PCL.

**us** or **we** means the Debit User you have authorised by requesting a DDR.

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

## 1. PhillipCapital

2. Please note, for international only trading accounts PCL will debit your account via Citibank. For accounts with both domestic and international trading, PSAL will debit your account via National Australia Bank. **Debiting the Client's Account**

2.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited through the Bulk Electronic Clearing System and paid to us from the account nominated by you on the DDR form. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

2.2 We 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, we 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 By completing the Direct Debit Request you authorise us 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.

3.2 We will only arrange for funds to be debited from the Account as authorised in the direct debit request.

3.3 If the Debit Day falls on a day that is not a Banking day, we 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.

## 4. Your Obligations

4.1 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 DDR.

4.2 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 us; 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 we can process the Debit Payment.

4.3 You should check the Account statement to verify that the amounts debited from the Account are correct.

4.4 If we are liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay us on demand an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Changes

5.1 You may request deferment of, or alteration to, suspension of these direct debit arrangements or stop any debit item by providing the appropriate signed written instructions to your FSP.

5.2 You may also cancel your authority for us to debit the Account by providing the appropriate notice to your FSP.

5.3 We may make changes or terminate these arrangements at any time by giving 14 days notice in writing to you.

## 6. Dispute

a. If you believe that there has been an error in debiting the Account, you should notify your FSP or PhillipCapital directly on (03) 8633 9800 and confirm that notice in writing as soon as possible by email [phillipcapitalinfo@phillipcapital.com.au](mailto:phillipcapitalinfo@phillipcapital.com.au) or positing to PO Box 628, Collins Street West Vic 8007, or

b. If we conclude as a result of our investigations that the Account has been incorrectly debited we will arrange for Your Financial Institution to adjust the Account accordingly. We will also notify you directly or via your FSP in writing of the amount by which the Account has been adjusted.

c. If we conclude as a result of our investigations that the Account has not been incorrectly debited we will provide you with reasons and any evidence for this finding.

- 6.4 Any queries about an error made in debiting the Account should be directed to PhillipCapital or your FSP in the first instance (and not to your Financial Institution) so that we can attempt to resolve the matter with you. If the matter cannot be resolved in this manner we may refer it to Your Financial Institution which will obtain details from you of the disputed transaction.

### 7. Accounts

We recommend 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 us are correct by checking them against a recent Account statement.

### 8. Confidentiality

8.1 We will keep any information (including Account details) in your Direct Debit confidential. Please see our Privacy Policy at [www.phillipcapital.com.au](http://www.phillipcapital.com.au)

8.2 We will only disclose information that we have 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.

### 9. Notice

- (a) If you wish to notify us in writing about anything in this agreement you should write to PhillipCapital or your FSP.
- (b) We may send notices either electronically to your email address or the 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.

### 10. Governing Law

These terms are governed by the laws in force in Western Australia or Victoria, Australia.



## 1. Automated Client Order Processing (ACOP)

Automated Client Order Processing (ACOP) is also known as Straight Through Processing or Direct Market Access. PhillipCapital offers the ACOP service (ACOP Service) for Traded Products across both domestic and international markets; excluding OTCs, ASX24 Derivatives and Futures traded on ASX24 and any other markets.

**Definitions.** See page 2 of these Terms and Conditions and section 1.1 in this ACOP section.

If we provide you with authority to the ACOP Service to enable you to conduct ACOP, the following terms and conditions apply:

### 1.1 Definitions

See page 2 of these Terms and Conditions and the below.

This ACOP section is part of the Terms and Conditions:

**“Authorised Persons”** for this part of the Terms and Conditions (ACOP); means a person who is nominated by the client and permitted by PhillipCapital to submit Orders through the ACOP Service using the Security Information provided by PhillipCapital and includes as the context requires where the person using the ACOP Service is the Client.

**“ACOP Service”** means the automated client order processing service to be provided by PhillipCapital to the Client in accordance with the Automated Client Order Processing Terms and Conditions in this document under which the Client is able to enter Orders directly into the Trading Platform relating to Traded Products.

**“Applicable Rules”** means being but not limited to Corporations Act, the Corporations Regulations the ASIC Market Integrity Rules, and any other applicable or relevant laws, regulations, customs and usages.

**“DMA”** means Direct Market Access to a live underlying market exchange.

**“DMA trading platform”** means the online system through which the Client is able to connect to the ACOP Service and where applicable includes:

- (a) The software and hardware applicable to that system;
- (b) Any trade Facilitation Software.

**“ETO’s”** means Exchange Traded Options limited to financial products tradable on the Australian Stock Exchange (ASX).

**“Filters”** means the restrictions PhillipCapital imposes whether by automated or manual means, to limit the Client’s ability to place Orders through the ACOP Service.

**“Order”** means an order for the purchase or sale of (or other dealing in) Traded Products made through the ACOP Service using the Security Information provided to the Client and, as the context requires, includes (without limitation) an Order or instruction to amend or cancel an existing order submitted through the ACOP Service.

**“Security Information”** means the Client login details (user code, user name and password) given to the Client by PhillipCapital in connection with the use of the ACOP Service.

**“Trade Facilitation Software”** means software provided by PhillipCapital to the Client for the purpose of the Client creating Orders including trading algorithms (including trading algorithms procured from a third party for use by the Client).

**“Trading Limits”** means the limits that PhillipCapital may place on the Orders that may be submitted and/or the trades that may be undertaken through the ACOP Service.

**“Trading Platform”** has the meaning given to that term in the ASIC Market Integrity Rules and for other Securities Exchanges has the meaning given to it in the relevant Exchange Rules or Market Integrity Rules (as the context requires) for that Securities Exchange.

**“Traded Product”** means financial products traded on a recognised exchange limited to Equities, Exchange Traded Funds (ETF), Warrants, Index Derivates and ETO’s.

Words used in these Automated Client Order Processing Terms and Conditions in this document have the meaning ascribed to them in

the Terms and Conditions Australian and International Equities unless the context requires otherwise.

### 1.2 Access to the trading system

#### 1.2.1 Authorised Persons

PhillipCapital will have absolute discretion about who is approved as an Authorised Person. Only Authorised Persons are permitted to enter orders and the Client agrees to indemnify PhillipCapital for any losses incurred directly or indirectly as a result of unauthorised access to the DMA trading platform.

#### 1.2.2 Access by Authorised Persons only

No person other than an Authorised Person may at any time submit an Order for the Client (whether as principal or as agent for the Client) through the ACOP Service using the Security Information provided by PhillipCapital to the Client. PhillipCapital may in its discretion at any time, limit the number of Authorised Persons who are permitted to submit Orders for the Client through the ACOP Service. The Client must not authorize, allow or permit any person other than an Authorised Person to access or use the ACOP Service using the Security Information. The Client acknowledges and agrees that PhillipCapital may in its absolute discretion:

- (a) refuse to approve as an Authorised Person any person nominated by the Client for the purpose of submit an Order for the Client on the DMA trading platform ;
- (b) revoke its approval of an Authorised Person at any time; and
- (c) from time to time test whether an Authorised Person has adequate knowledge of the ACOP Service and the legislation including the Market Integrity Rules, directions, decisions and requirements of a Securities Exchange relevant to the type of order submissions facilities given to the Authorised Person by PhillipCapital.
- (d) the Client must notify PhillipCapital immediately an Authorised Person ceases to be authorised by the Client to access the ACOP Service on the Client’s behalf.

#### 1.2.3 Licence

The Client has limited, non-exclusive, revocable, non transferable and non sub-licensable license to use the ACOP Services and DMA trading platform. PhillipCapital may provide certain portions of the ACOP Services and DMA trading platform under license from third parties (which are protected under copyright, trademark and other intellectual property laws and other applicable law), and the Client and Authorised Persons will comply with any additional restrictions on the usage that PhillipCapital may communicate to the Client and Authorised Persons from time to time, or that are otherwise the subject of an agreement between the Client and such licensors.

## 1.2.4 ACOP Services and DMA trading platform to Client

PhillipCapital is providing the ACOP Services and DMA trading platform to the Client only for the Client's internal use and own purposes, and subject to these Terms and Conditions. You may not sell, lease, or provide, directly or indirectly, the ACOP Services and DMA trading platform or any portion of them to any third party except as permitted by these Terms and Conditions. You will protect and not violate those proprietary rights in the ACOP Services and DMA trading platform and honour and comply

with PhillipCapital's reasonable requests to protect PhillipCapital's and PhillipCapital's third party service providers' contractual, statutory and common law rights in the ACOP Services and DMA trading platform. If the Client becomes aware of any violation of PhillipCapital's third party service providers' proprietary rights in respect of the ACOP Services and DMA trading platform, the Client will immediately notify PhillipCapital in writing.

## 1.2.5 Data and Information

The Client will supply PhillipCapital with all information PhillipCapital may reasonably request in writing concerning the Client and the Client's use of the ACOP Services. The Client will provide any consent that PhillipCapital may reasonably request with the provision of information to PhillipCapital by the Client or on the Client's behalf. PhillipCapital may report information obtained under this paragraph to regulatory authorities or to third party providers, as PhillipCapital determines in our reasonable discretion to be necessary. The Client consents and agrees to comply with any of our Privacy Policies.

## 1.2.6 Market Data PhillipCapital provides the Client

With respect to any market data or other information that PhillipCapital or any other third-party service provider provides to the Client in connection with your use of the ACOP Services and DMA trading platform:

- (a) PhillipCapital and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
- (b) PhillipCapital and any such provider are not responsible or liable for any actions that the Client take or do not take based on such data or information;
- (c) the Client will use such data or information solely for the purposes set forth in the Terms and Conditions and any Client Agreement;
- (d) Such data or information is proprietary to PhillipCapital and any such provider and the Client will not retransmit or disclose such data or information to third parties except as required by applicable law or regulation; and
- (e) the Client will use such data or information solely in compliance with all applicable laws, rules and regulations.

## 1.2.7 Security Information

The Client acknowledges that they are responsible for ensuring security in respect of the DMA trading platform and that the Security Information is confidential and agrees that it is responsible for maintaining its confidentiality. The Client agrees that it must:

- (a) only use the Security Information in accordance with these terms;
- (b) not disclose the Security Information, or any part of it, to any person or persons, including its employees, contractors, agents and consultants, other than to an Authorised Person;
- (c) ensure that at all times every Authorised Person maintains the confidentiality of the Security Information;

- (d) notify PhillipCapital immediately it becomes aware that any Security information has been or may be used or disclosed in a manner that is not consistent with these terms; and
- (e) regularly review and, if necessary, upgrade the security of its network through which it accesses the ACOP Service to ensure that only Authorised Persons are able to access or use the ACOP Service.

## 1.3 Use of the DMA trading platform

### 1.3.1 The Client acknowledges that :

- (a) the ACOP service is accessible through the DMA trading platform;
- (b) neither PhillipCapital nor any related body corporate or affiliate of PhillipCapital makes any representation or warranty, express or implied, to the Client or to any other person regarding the DMA trading platform, or provides any guarantee with respect to the DMA trading platform, including without limitation, with respect to the operation, functionality, effectiveness, accuracy, reliability, merchantability, quality or fitness for purpose;
- (c) PhillipCapital and any related body corporate and affiliates are not in any way responsible or liable to the Client or any person claiming through the Client, for any loss that results from the Client's use of the DMA trading platform or from any failure, error or defect of or in the DMA trading platform;
- (d) the Client is solely responsible for assessing the adequacy of the DMA trading platform and for deciding whether or not to access it; and
- (e) it is the Client's responsibility to obtain at its own expense, all hardware and software to be used by the Client in connection with use of the ACOP Service.
- (f) the Client will be solely responsible for any losses, damages or costs that the Client may incur as a result of errors made by, or the failure of, the software or equipment that the Client use to access the ACOP Services and DMA trading platform. Where PhillipCapital or PhillipCapital affiliates provide, or arrange for the Client to have, access to or use of third party services and facilities, this is for the Client's convenience only. PhillipCapital and PhillipCapital's affiliates accept no liability for, and make no representations or warranties concerning the provision of such access or such use.

## 1.4 Orders submitted through the ACOP Service

### 1.4.1 Permission to submit Orders using Security Information

The Client acknowledges and agrees that it, and/or any Authorised Person, is permitted to submit Orders through the ACOP Service only if it or they do so using the Security Information.

### 1.4.2 Responsibility for submitting Orders

The Client:

- (a) determines the time at which Orders are submitted through the ACOP Service
- (b) is responsible for all Orders submitted through the ACOP Service using the Security Information, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry;
- (c) is bound by any agreement entered into on its behalf in reliance on such Orders;
- (d) is liable for any reasonable expense incurred by PhillipCapital in reliance on such Orders; and

- (e) accepts the sole risk and responsibility for Orders submitted by it through the ACOP Services including any Order submitted in error.

## 1.4.3 Order Priority

The Client acknowledges that all Orders submitted by it through the ACOP Service are, subject to any Filters, entered on a Trading Platform in the sequence in which they are received and otherwise as expeditiously as practicable, and this may result in PhillipCapital's principal orders being satisfied ahead of an Order.

## 1.4.4 Acknowledgement about resubmitting purged orders

The Client acknowledges that Orders purged from a Trading Platform by the Securities Exchange will not be resubmitted to that Trading Platform by PhillipCapital.

## 1.4.5 No pre-arranged Orders

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

## 1.5 Trading Rules

### 1.5.1 Trading Limits for ACOP

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

- (a) the value or number of any buy Orders or trades;
- (b) the value or number of any sell Orders or trades;
- (c) the available cleared funds;
- (d) the available sponsored stock
- (e) the net value of any buy Orders or trades less sell Orders or trades;
- (f) the gross value of any buy Orders or trades and any sell Orders or trades;
- (g) the value of any Order or trade; and
- (h) the value of any Order submitted by one or more Authorised Person, or trade undertaken by such a person.

The Client must comply and ensure that every Authorised Person complies with all applicable ACOP Trading Limits.

### 1.5.2 Prohibited Orders

The Client must ensure that:

- (a) every Authorised Person accesses the ACOP Service in a way that ensures fairness, efficiency and ongoing protection of market integrity
- (b) it does not place an Order through the ACOP Service such that the beneficial ownership of the financial products which are the subject of the Order would not change if the Order was executed;
- (c) it does not place any Order through the ACOP Service known as "short selling";
- (d) it does not take any action, fail or take any action or place any

Order through the ACOP Service where that Order (or the resulting transaction) would violate or cause or result in the Client or PhillipCapital violating any applicable law or regulation, including without limitation, any applicable law or regulation in relation to:

- (i) market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching or orders;
- (ii) insider trading
- (iii) front running;
- (iv) fraud;
- (v) creation of a disorderly market or otherwise prejudicing the integrity or efficiency of the market; or
- (vi) misleading or deceptive conduct; and
- (e) every Order is submitted in accordance with these terms or any policy or operational guideline
- (f) published by PhillipCapital from time to time in relation to the ACOP Service,

### 1.5.3 Filters

PhillipCapital may impose Filters to restrict the placement of any Orders or the execution of any trades through the ACOP Service, including (without limitation) Filters for the object to:

- (a) prevent a breach of the provisions set out in this paragraph 1.4;
- (b) prevent Orders being registered with a Trading Platform where the price at which the Order is submitted through the ACOP Service is too far from the prevailing market price for the relevant security or financial product;
- (c) ensure that the ACOP Services does not interfere with the efficiency and integrity of the market conducted by a Securities Exchange;
- (d) ensure that the ACOP Service does not interfere with the proper functioning of any Trading Platform; or
- (e) facilitate compliance with and prevent breaches of the Applicable Regulations.

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

### 1.5.4 Delays

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

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

### 1.5.5 PhillipCapital takes no responsibility

The Client acknowledges that PhillipCapital takes no responsibility for the processing, execution or cancellation of any Orders placed through the ACOP Service or for any delays in relation to the same.

## 1.6 Reconciliation

The Client is responsible for reconciling end-of-day Confirmations against its records on any given trading day, and must communicate to PhillipCapital, any discrepancies found in this reconciliation before the market opens on the next trading day. The Client acknowledges that PhillipCapital is not responsible in any circumstances for the losses of any kind of the Client that occur through errors that go undetected as a result of the failure of the Client to perform this reconciliation.

## 1.7 PhillipCapital warranties and liabilities

### 1.7.1 No Representations or warranties about ACOP Service

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

### 1.7.2 Exclusion of liability

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

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

### 1.7.3 Limitation of liability in any event

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

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

### 1.7.4 System and trading risks

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

- (a) the access to and use of the ACOP Service cannot be operated in all circumstances without error including, without limitation, errors in computer programs and telecommunications systems. These errors may result in, among other things:
  - (i) a delay in telecommunications services;
  - (ii) interrupted service and faults, such that the ACOP Service may not remain accessible at all times during the trading day and there may be problems affecting the stability of the ACOP Service that could cause the Client to be unable to enter Orders via the ACOP Service during normal trading hours;

- (iii) Orders and other communications relating to trading and execution not reaching PhillipCapital or being lost, rejected or partially received or sent, such that they are not accurately received or sent by the Client or PhillipCapital and are not representative of the original content of the Orders and other communications relating to trading and execution

- (iv) Inaccuracies in the provision of the ACOP Service and generally;

- (b) The Client's data may not be protected and there are risks that other users of the ACOP Service, institutions or holders of an Australian Financial Services licence will be able to see Orders submitted by the Client and other communications relating to trading and execution without the Client's (or PhillipCapital's) consent and that third parties (including persons on private networks) may have the ability to attach to the Client's network;
- (c) Orders and other communications relating to trading and execution and other data submitted to the ACOP Service will not remain confidential;
- (d) the Client's system may not be compatible with the ACOP Service or a Trading Platform and that this incompatibility may lead to an unstable environment; and
- (e) Orders may be placed through the ACOP Service without the Client's authority by a person using the Security Information given to the Client and accordingly, that trades which have not been authorized by the Client may be executed.

## 1.8 Termination

PhillipCapital may terminate or suspend the Client's participation in the ACOP Service for any reason and at any time by notice in writing. The Client may terminate its participation in the ACOP Service by request in writing to PhillipCapital. Termination of the Client's participation does not affect its outstanding obligations under these Terms and Conditions or any other agreement that you may have with PhillipCapital.

## 1.9 Intellectual Property

You acknowledge that all intellectual property rights in the ACOP Service and the DMA trading platform and the components thereof are owned by PhillipCapital or are procured by PhillipCapital for the use of the Client and nothing in these Terms and Conditions confers any right of ownership, transfer or ownership to, or other right to the intellectual property in the Client.

### 1.10 Fees and Costs

Over and above any other fees and costs payable by the Client, the Client is responsible for all fees, costs and any expenses associated with your access to and use of the ACOP Services and the execution and settlement of transactions (including, commissions, telecommunications, modems, and other connectivity costs, and costs of any third party software, equipment and any related maintenance services).

### 1.11 Other Warranties

The Client represents and warrants that it shall be liable to PhillipCapital in respect of all obligations and liabilities of the Client in connection any use of the ACOP Services and DMA trading platform and any transaction relating to the Client.

### 1.12 Record Keeping

The Client will not rely on PhillipCapital to comply with the Client's record keeping and registration.

## 1.13 Supplement to Electronic Access to ACOP Service

Without limiting anything in the previous clauses in the event PhillipCapital is engaged to do either of Worked Orders or Direct Market Access Orders (see below for definitions) the following applies:

- (a) **Worked Order(s):** Processing the Client's electronic orders with manual intervention, via PhillipCapital or PhillipCapital's affiliates' personnel, either on- or off- exchange ("Worked orders").
- (b) **Direct Market Access ("DMA") Order(s):** Processing the Client's electronic orders through PhillipCapital or PhillipCapital's affiliates' infrastructure direct to the live underlying market exchange.

### 1.13.1 Applicable Rules Notification Governing Trades on a licenced securities exchange

- (a) The Client represents and warrants that the Client fully understand the relevant provisions of the Applicable Rules (being but not limited to Corporations Act, the Corporations Regulations the ASIC Market Integrity Rules, and any other applicable or relevant laws, regulations, customs and usages), and agree to observe the Applicable Rules. Without in any way limiting the generality of the forgoing, the Client represents and warrants that the Client fully understands the relevant provisions of:
  - (i) "Prohibition of Market Manipulation" as described in ASIC Market Integrity Rules and section 1041A of the Corporations Act;
  - (ii) "Prohibition of Insider Trading" as described in 1043A of the Corporations Act; and
  - (iii) "Prohibition of Misleading and Deceptive Conduct" described in Section 1041H of the Corporations Act.
- (b) the Client represents and warrants the Client fully understands that there are significant risks in trading through a system which is serviced by means of computer and telecommunications systems. The access to electronic order entry facilities cannot be operated in all circumstances without error including, without limitations, errors in computer programs and telecommunications services to the user, interrupted service, faults, inaccuracies in the provision of the service or inaccuracies generally.
- (c) the Client represents and warrants to us that:
  - (i) the Client have an adequate knowledge of the Applicable Rules and order entry system facilitating direct market access under the Electronic Access and Trading Agreement between us; and
  - (ii) the Client have adequate financial resources to meet the Client's obligations to us incurred as a result of using the DMA trading platform
- (d) In addition to making the representations and warranties set out in the Terms and Conditions the Client will not to use the DMA trading platform in such a manner that we may be viewed as being in breach of any of the Applicable Rules or in a manner to bring disrepute to PhillipCapital's reputation within the relevant market. This includes, but is not limited to, conduct which is perceived to be interfering with the efficiency and integrity of the market or the proper functioning of the DMA Trading platform for securities trading on the ASX.

- (e) the Client acknowledges and agrees that a market crossing effected by us may occur in relation to any order you place using The Trading System, with us acting in our capacity as either agent or client, provided that there is no pre-arrangement with respect to the trade between us and yourself. Furthermore, the Client acknowledges and agrees that we may receive commission on both sides of the market crossing. Furthermore, you acknowledge that the reference to these matters in this agreement constitutes a disclosure, as required by ASIC Market Integrity Rule 5.1.8.

- (f) Subject to clause 1.13.1 (J), we impose trading restrictions on the Client's use of the Trading System by utilising automatic filters, which are contained within the order entry system. Should any of the restrictions imposed by us on the Client's use of DMA be breached, the trade will automatically be restricted from reaching one of our Designated Trading Representatives.

- (g) If the Client:

- (i) Breach any clause of the ACOP Terms and Conditions between us including the Applicable Rules Notification (Clause 13.1.1); or
- (ii) have Authorised Person who in our opinion lack sufficient supervision or knowledge of the Applicable Rules (despite being approved by us),

we may in our absolute discretion and without liability to the Client, immediately suspend or terminate access to the DMA Trading platform.

- (h) We may in our absolute discretion and without liability to the Client, suspend or terminate access to the DMA Trading platform or make any adjustment to any order as we deem necessary, if:

- (i) We consider, at our sole discretion, that such order may breach or may have breached a provision of the Applicable Rules; or
- (ii) We deem, at our absolute discretion, that such order may interfere with the efficiency and integrity of the ASX market of the proper functioning of ITS, or other systems for securities trading on a relevant exchange.

- (i) The Client acknowledges that;

- (i) we will execute an order as it is received by us under the electronic order entry facility and that the order of receipt of an order may not necessarily correspond with the sequence in which you made the order using the relevant electronic order entry facility;
- (ii) the data made available to the Client through access to the electronic order entry facilities is and remains the valuable property of the ASX and is not our property; and
- (iii) DMA trades effected on your behalf on the ASX will be executed in the name of Phillip Capital Limited

- (j) The Client agree to fully co-operate with us if the ASX, ASIC or any other regulatory body conduct an investigation into your trading activity conducted by DMA Trading platform. Without limiting the generality of this clause, you may be required to provide either (or both) us and the relevant regulatory body with any information you possess in connection with the investigation or provide access to your premises, trading records and applications.



## International Trading

**Definitions.** See page 1 of these Terms and Conditions and the below.

### 1. Laws and Rules

- (a) If you wish to trade in International Securities, you are bound by the local laws, rules, customs, usages and practices including as to taxation of the country and the operator of the licensed or nominated financial market.
- (b) You agree that in the event of inconsistency between these Terms & Conditions and the procedures, rules, customs, usages and practices of the operator of the relevant financial market, the latter will prevail to the extent of any transactions quoted on an approved licensed or nominated market and settled and cleared accordingly.

### 2. No benefit from Australian National Guarantee Fund

If you trade in International Securities you will not receive the benefit of coverage under the Australian National Guarantee Fund.

### 3. International Custodian Arrangements

You expressly agree to the following arrangement for the holding of your International Securities

- (a) PCL has a custody agreement ("**Custody Agreement**") with an International Custodian (see page 1 Important Information) to enable the provision of custodial services in relation to your International Securities ("**International Securities**") and Foreign Currency (FX) ("**FX**") together International Securities and FX are referred to as "**International Financial Products**".
- (b) PCL has an omnibus account ("**Omnibus Account**") which is held with our International Custodian. The Omnibus Account is an account in which your International Financial Products are held along with other Clients' International Financial Products which are pooled together rather than designated separately. PCL maintains a register of each individual Clients' International Financial Product in the Omnibus Account.
- (c) Upon a Client buying or holding any International Financial Product, the product will be held in custody via the PCL's Omnibus Account with PCL's appointed International Custodian.
- (d) You consent to the International Custodian engaging at their discretion a sub-custodian who may in turn engage a sub-sub-custodian. By entering into custody arrangements, your International Financial Products will be held by the International Custodian (or sub-custodian or sub-sub custodian as relevant) on your behalf.
- (e) With this custodial arrangement, you retain beneficial ownership but not legal ownership of your International Financial Products. This means that the name of the relevant Custodian rather than your name or PCL's name will appear on the share registry of the entity you hold International Financial Products.
- (f) Upon your request, we will acknowledge the manner in which the International Financial Products are held.

### 4. International Financial Products. Various

- (a) PhillipCapital is prohibited from taking or granting a charge, mortgage, lien or other encumbrance over, or in relation to, the International Financial Products held under the custody arrangement unless it is:
  - (i) for expenses and outlays made within the terms of our agreement with you other than any unpaid fees of the licensee; or
  - (ii) in accordance with the Client's written instructions

- (b) PhillipCapital maintains a record of your International Financial Products being held which includes; the transactions and when the transactions were authorised and who holds the International Financial Products. Information is made available to the client when requested.
- (c) PhillipCapital will apply verification procedures for the appropriately frequent reconciliation and checking of your International Financial Products
- (d) PhillipCapital will report to the Client in respect of your International Financial Products on a periodic basis.
- (e) PhillipCapital exercises reasonable care in selecting our International Custodian(s) and we will advise you the details of the International Custodian (as it has done in the Important Information on page 1)) and any other custodian PhillipCapital engages.
- (f) On termination of the agreement you have with PhillipCapital and subject to any lien in accordance with the agreement with PhillipCapital or written instructions of the Client, the International Financial Products must be transferred to the Client or otherwise be transferred as the Client (via its Authorised Person) lawfully directs within a reasonable time.
- (g) PhillipCapital has and maintains adequate arrangements to enable it to provide the services under the Client agreement and any contingency for which it should reasonably plan.
- (h) PhillipCapital will keep any information of a confidential nature in confidence, apart from any disclosure to Australian Financial Products and Investment Commission or as permitted by law or by the Client.
- (i) You do not have the right to obtain physical delivery of those International Financial Products where those Financial Products are registered in the name of our appointed Custodian on your behalf.
- (j) The entity paying a dividend or distribution in respect of any securities will automatically deduct any withholding tax in the applicable country where the entity is registered. PhillipCapital is not responsible for any incorrect taxes withheld by third parties and it is the responsibility of the Client to seek back tax monies from the tax authorities in the relevant jurisdictions.
- (k) Neither PhillipCapital nor the International Custodian will advise you of any general meeting held by any entity which may be relevant to your International Financial Products, and you will not hold PhillipCapital or its International Custodian liable for any matter in relation to any general meeting.
- (l) Clients who hold International Financial Products will not be entitled to vote in respect of any entity which may be relevant to your International Financial Products and you will not hold PhillipCapital or its International Custodian liable for any matter in relation to any vote.
- (m) Our International Custodian may exercise any rights that we or any other International Custodian may have under these Terms and Conditions.
- (n) Unless instructed in writing by you, all International Financial Products sold through us by you will be released from safe custody on your behalf as long as there is sufficient International Financial Products available for release.
- (o) You agree to indemnify us and our International Custodian against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses including legal costs paid, suffered or incurred in

connection with these Terms & Conditions except where caused by our gross negligence or wilful misconduct.

### 5. Liability

- (a) PhillipCapital acknowledges that it is liable to the Client if there is a loss to the Client due to a failure by PhillipCapital or its International Custodian it directly or indirectly engages to hold your International Financial Products, in which the Client has a beneficial interest, to comply with the duties under our agreement with you in respect of holding the International Financial Products or a failure to observe reasonable standards generally applied for holding your International Financial Products subject to any provision of PhillipCapital limiting its liability resulting from failure of any Custodian it appoints if that International Custodian is insolvent and PhillipCapital has not failed to take reasonable care in engaging and monitoring compliance by the appointed International Custodian.
- (b) Notwithstanding the previous sub clause:
  - (i). While PhillipCapital will use reasonable care in selecting our International Custodian, to the maximum extent of the law, PhillipCapital is not liable for any losses incurred by you by reason of any act, omission, fraud or negligence of the International Custodian or in relation to the holding of or dealing with your International Financial Products by the International Custodian.
  - (ii). To the maximum extent of the law, PhillipCapital will not be liable to you if you suffer loss in respect of your International Financial Products due to a failure by the International Custodian to comply with its duties under these Terms and Conditions and any other agreement relating to the holding of your International Financial Products or to observe reasonable standards generally applied by providers of custodial or depository services for holding property such as International Financial Products.
  - (iii). PhillipCapital will not be liable to the extent that the loss arises from the insolvency of the International Custodian and we have taken reasonable care in engaging and monitoring compliance by that International Custodian.
  - (iv). You agree PhillipCapital will not be liable to you for any loss resulting to you caused by any inaccuracy in the information or advice supplied by price quoting services.

### 6. Payment and Settlement – International Financial Products

- (a) If you wish to trade in International Securities, PhillipCapital will only permit trading where you have cleared funds in your nominated bank account or FX held under Custody.
- (b) PhillipCapital is not obliged to transfer financial products purchased where payment for them remains outstanding.
- (c) All transactions are settled in accordance with the transacting Nominated Licensed Market. Due to the fund clearance time difference, you agree that the fund settlement date might differ from the securities settlement date.
- (d) The payment of any taxes and other expenses payable are part of your settlement obligations. You authorise PhillipCapital to deduct all amounts in respect of any transactions completed on your behalf by PhillipCapital from funds in your nominated bank account or FX positions on settlement date.
  - (e) PhillipCapital may offset any funds in your nominated bank account or FX positions held in Custody against any amount you owe under the terms of this agreement.
  - (f) Your money may be passed by PhillipCapital to a settlement agent, over the counter, counterparty or broker. Your money

may also be transferred to another person such as an exchange or clearing house where we believe is appropriate. You agree that we may pass client money to someone who is located outside Australia.

- (g) You acknowledge that with International Securities, the legal and regulatory requirements relating broker, settlement agent, over-the-counter counterparty may be different in countries from that of Australia and that this money may be treated in a different manner from that which would apply if it was held in Australia.

### 7. Conversion of currency

- (a) Unless you provide instructions to the contrary, all proceeds of sales of International Securities on your behalf will be held in the domestic currency received within Custody;
- (b) PhillipCapital will only convert currencies held on your behalf, in Custody if we receive a valid instruction to do so. Upon receipt of a valid instruction PhillipCapital will convert the relevant currency to AUD and pay the proceeds to your nominated bank account.
- (c) You acknowledge that:
  - (i) PhillipCapital's foreign currency facility is not designed to allow client to generate a return or financial benefit;
  - (ii) transactions or movements within the foreign currency facility are strictly limited to facilitate the client's International Securities settlement obligations;
  - (iii) any foreign exchange rates displayed on the portal or ledger balance are indicative only and subject to change, so you should speak with **PhillipCapital** or seek further information;
  - (iv) PhillipCapital will strictly monitor transaction within the foreign exchange facility to meet its regulatory obligations relating to anti-money laundering and counter-terrorism financing;
  - (v) there may be delays in processing currency conversions due to International Time Zones, and settlement cut-off times (which may vary for each currency). If Instructions are received after cut-off time, they will be processed the next business day;
  - (vi) dividends and interest payments held in Custody may be credited to your account up to two months after the date the dividend or interests is received by any agent or sub-custodian of PhillipCapital; and
  - (vii) PhillipCapital and its related entities has commercial arrangements in place to participate in wholesale Foreign Exchange (FX) markets, and it will participate in the buy/sell spread.

### 8. Corporate actions

- (a) Neither PhillipCapital nor the International Custodian will advise you of any corporate action of any entity which may be relevant to your International Securities and you will not hold PhillipCapital or its International Custodian liable for any matter in relation to any corporate action. Corporate action includes but is not limited to takeovers, bonus issues, stock splits, consolidations, rights issues, or buybacks).
- (b) If you wish to take action with regard to a corporate action you must contact PhillipCapital or your financial service provider who will deal with your instructions; however, you acknowledge the

following standards will apply in the absence of any other instructions;

PhillipCapital is not obliged to

- (i). notify you of any proposed corporate actions by entities you have an interest in;
  - (ii). provide you with any notice of a general meeting of an Entity of International Securities and you are not entitled to exercise voting rights in relation to any International Securities or to attend any such general meeting;
  - (iii). provide you with copies of annual reports or company announcements of an entity of International Securities. You may request that PhillipCapital obtain copies of particular documents and if we are able to do so such documents will be provided upon payment of our specified fee; and
  - (iv). advise you of the details of any new issues resulting in any entitlement accruing on the International Securities held for you agree that you will independently source such information. We may at our sole discretion, sell your entitlement and credit the proceeds to your bank account where the issue is renounceable or let your entitlement lapse if the issue is non-renounceable;
- PhillipCapital Will not
- (i). participate in any dividend reinvestment plans on securities held in custody on your behalf.
  - (ii). pay you a physical cash amount equivalent to any dividend; and
  - (iii). act on your instructions if specifically provided at company meetings held by entities of International Securities.

Notwithstanding all of the above sub-clauses, PhillipCapital will not be held liable for any refusal or failure to act on a corporate action.

- (c) PhillipCapital is entitled to charge you additional fees related to any Corporate actions it undertakes and where applicable.

## 9. No trading with partly paid securities

PhillipCapital will not allow trading in International Securities where the entity issues partly paid securities and your trading instructions relate to those partly paid securities.

## 10. Taxation and personal details

- (a) You authorise PhillipCapital to provide your personal details and details of International Securities held in safe custody on your behalf to comply with any applicable legislation, order from a statutory authority or market operator or the terms and constitution of an issuer.
- (b) Trading in International Financial Products may expose you to liability for taxation in other countries.
- (c) At PhillipCapital's request, you must complete and sign documents (including taxation and residency declarations) required in connection with taxation requirements of those countries, as directed by your financial service provider
- (d) In all cases, you are responsible for obtaining your own independent investment, legal and taxation advice in connection with trading in International Financial Products.
- (e) You agree you will arrange your Financial Service Provider (where applicable) to provide PhillipCapital with all information we may reasonably request in writing concerning you and your use of the International Financial Products trading services. We may report this information to regulatory authorities, execution, custody or market data providers, as we determine in our sole discretion.

## 11. Limiting access

You agree that PhillipCapital reserves the right to immediately remove or limit your access to the facilities described in these Terms & Conditions should your usage constitute a breach of these Terms & Conditions or otherwise be considered by us in our discretion to be unreasonable.

You agree that:

- (a) if you or an account signatory appears to be a Proscribed Person, then PhillipCapital may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to any other proscribed person or entity or terminate these arrangements with you. PhillipCapital will be under no liability to you if PhillipCapital does any or all of these things. PhillipCapital's rights under this clause are in addition to all other rights PhillipCapital may have; and
- (b) If PhillipCapital exercise the rights above you must pay PhillipCapital all damages, losses, costs or expenses that we incur, including without limitation, administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms & Conditions.

## 12. Vary Terms and Conditions

- (a) PhillipCapital may from time to time vary these Terms & Conditions to:
  - (i). add, change or remove any concessions or benefits;
  - (ii). adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;
  - (iii). accommodate changes in the needs or requirements of PhillipCapital's clients, such as new product features or services;
  - (iv). correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
  - (v). bring PhillipCapital into line with competitors, industry or market practice or best practice in Australia or overseas; or
  - (vi). reflect changes in technology or PhillipCapital processes including computer systems.
- (b) Each of the changes in paragraphs (i) to (vi) above is a separate right and this clause is to be read as if such change was a separately expressed right. Without limiting PhillipCapital's rights under paragraphs (i) to (vi), PhillipCapital may from time to time vary any of the Terms & Conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events). If PhillipCapital vary these Terms & Conditions the changes shall apply to all dealings between you and PhillipCapital on and from the day on which the variation takes effect. PhillipCapital will give not less than seven (7) days' notice to you at the postal or electronic address last notified by you, or at PhillipCapital website.
- (c) In the event that you appear to be a Proscribed Person, PhillipCapital will not be responsible for any loss, liability or costs incurred by you where PhillipCapital are unable to receive or act on your instructions.
- (d) PhillipCapital may accept International Securities from another party free of payment without your specific instruction and deposit those International Securities into your account.

- (e) PhillipCapital cannot accept instructions to sell International Securities on your behalf where those securities provided are in the form of certificates.
- (f) You acknowledge that PhillipCapital will use best endeavours to have the certificates transferred to our International Custodian and converted to electronic format. You also agree that any costs associated with such an action will be borne by you.
- (g) The agreement with you does not disclose all of the risks and other significant aspects involved in trading in International Financial Products. Please contact PhillipCapital or your Financial Service Provider (where applicable) if you have any questions.

### 13. Purchases and Sales

In the event of the default of any bank in respect of your International Financial Products, your money may be treated differently from the position that would apply if the money was held in Australia.

In the case of transactions executed on Global Markets for International Securities, you must have clear funds available to PhillipCapital in either your nominated bank account or in the relevant domestic currency in Custody at the time an order is placed by you or your financial service provider.

- (a) PhillipCapital reserves its right to refuse to:
  - (i). complete an order in circumstances where you have not met your settlement obligations.; or
  - (ii). transfer any International Securities purchased where payment for them remains outstanding.
- (b) PhillipCapital does not charge any direct fees on FX conversions, however, it will be participating in the FX buy/sell spread to recover its costs.
- (c) Unlike transaction executed on the Australian markets, you will not receive physical delivery of International securities you purchase. Details of your holdings will be available electronically on PhillipCapital's portal (where applicable). You are also entitled to ask your PhillipCapital to provide a statement of your holdings at any time.