

## PART A: FNZ SECURITIES EQUITIES TERMS & CONDITIONS

for clients of FNZ Securities

**TERMS OF YOUR AGREEMENT WITH  
FNZ CUSTODIANS (AUSTRALIA) PTY LTD  
ABN 88 624 689 694 AFSL No 507452 (trading as  
and hereafter referred to as "FNZ Securities")  
Issued 13 January 2023**

### 1. Your agreement with FNZ Securities

FNZ Securities is admitted as a Trading Participant of one or more Relevant Exchanges. FNZ Securities is also admitted as a Clearing Participant in accordance with the operating rules of ASX Clear Pty Limited ABN 48 001 314 503 (**ASX Clear**), a wholly owned subsidiary of ASX Limited ABN 98 008 624 691 (**ASX**).

By placing an Order with FNZ Securities to purchase or sell Traded Products by means of a Transaction, You accept and agree to be bound by the terms and conditions set out below in this document including the Schedules (**Terms and Conditions**).

If You wish to buy or sell or otherwise deal in Traded Products on a Relevant Exchange, You must communicate Your Order to FNZ Securities. FNZ Securities will, subject to these Terms and Conditions, execute that Order on Your behalf and will clear and settle the Transactions that result from the execution of Your Orders. Accordingly, FNZ Securities will carry the obligations to complete the sale or purchase, together with all the obligations which are ancillary to the completion (**Settlement Obligations**). FNZ Securities must also settle such Transactions as principal with ASX Clear or the relevant counterparty even though the Transaction was entered into on Your behalf. Accordingly, Your clearing and settlement obligations under the sale or purchase contract are owed directly to FNZ Securities.

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

### 2. Conduct of Business

You acknowledge and agree:

- to comply with these Terms and Conditions, all applicable laws, the Exchange Rules, ASX Clear Rules and ASX Settlement Rules and the directions, decisions and requirements of each Relevant Exchange and the customs and usages of the Market; and
- that all Transactions are subject to the Exchange Rules, ASX Clear Rules, the directions, decisions and requirements of a Relevant Exchange and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to Traded Products approved for settlement by ASX Settlement, the ASX Settlement Rules.

### 3. Orders and instructions

You agree that, if You wish to place any Order, You must do so with FNZ Securities (such communications to be given in the form and manner agreed with FNZ Securities from time to time)

As a Participant of one or more Relevant Exchanges, subject to Your instructions, FNZ Securities is required to handle and execute Orders in accordance with the ASIC Market Integrity Rules. A copy of the FNZ Securities Best Execution Arrangements as at the date of these Terms and Conditions is attached as Schedule 2. FNZ Securities may from time to time amend its Best Execution Arrangement and make such amendments available on its website, or otherwise notify You of the amended Best Execution Arrangements. FNZ Securities will also act in accordance with the Client Order Priority and Trade Allocation Procedures, which may be updated from time to time and are available on the FNZ website at <https://www.fnz.com/fnzsecurities/AUSdisclosures>. FNZ Securities may at any time, in its absolute discretion, refuse to accept any Order from, or execute Orders for You. For example, FNZ Securities may refuse to accept Your Order if it would require FNZ Securities to act otherwise than in accordance with its Best Execution Arrangement.

Subject to any instructions from You, FNZ Securities will generally execute Orders in the sequence in which they are received.

However, You acknowledge and agree that:

- Your Order may be automatically crossed against other orders before reaching the Market;
- FNZ Securities may not be aware of principal orders that are being (or may be) executed, and that direct market access

arrangements and program trading may make it impossible to prevent principal orders from being executed at the same time as (or before) Your Order. Accordingly, You agree that FNZ Securities may execute principal orders where Your Order on the same terms is outstanding and that these Terms and Conditions constitute disclosure as required by the Market Integrity Rules. Unless You notify FNZ Securities to the contrary, You will be taken to have consented to FNZ Securities (and/or any of its related bodies corporate) trading as Principal with You and agree to pay such commission (if any) on such transactions, each time You place an order with FNZ Securities;

- You will be charged the normal rate of commission by FNZ Securities for Orders which are crossed with FNZ Securities' principal orders;
- an Order once accepted by FNZ Securities may not be transacted and an Order to transact an AQUA Product through the ASX Managed Fund Settlement Service is subject to acceptance by the issuer of the product and an application for issue or redemption of a product may be rejected; and
- an Order to transact in an AQUA Product is not traded on a Relevant Exchange and comprises an application by You to the relevant product issuer. You acknowledge and agree that:
  - FNZ Securities does not control and cannot procure the issue or redemption of AQUA Products or the processing of requests for issue or redemption of, or switch between, AQUA Products;
  - FNZ Securities has no liability to You with respect to any action or failure to take action by an issuer or other Settlement Participant in connection with a request for issue, redemption or switch of AQUA Products including (without limitation) an issuer's failure to issue or redeem AQUA Products or make available redemption monies or to deliver AQUA Products.

### 4. Orders relating to sales

You agree that whenever You place a sale Order with FNZ Securities, You must notify us whether or not Your sale Order is a covered short sale – i.e. a sale where You have, at the time You place the sale Order with FNZ Securities, a legally binding commitment from a securities lender to lend the securities to You under a Securities Lending Arrangement.

Where Your sale relates to a covered short sale, You must also inform FNZ Securities at the time of placing the sale Order:

- the number of Traded Products to be sold that are to be delivered under the Securities Lending Arrangement;
- a description of the Traded Products (e.g. fully paid ordinary shares); and
- the name of the entity that issued the Traded Products (e.g. BHP Billiton Limited).

You acknowledge that FNZ Securities will not execute a sale Order for You unless You have informed FNZ Securities whether or not the sale Order relates to a covered short sale. You agree that, each time You place a sale Order with FNZ Securities and notify FNZ Securities that the sale Order relates to a covered short sale, You will be taken to have warranted and represented to FNZ Securities that the sale will meet the requirements and conditions of the Corporations Act, Corporations Regulations and ASIC Class Orders (if any) (as amended from time to time) relating to covered short sales, (including without limitation that You have obtained a legally binding commitment from a securities lender to lend the relevant securities to You under a Securities Lending Arrangement).

### 5. Your use of a DMA Service

FNZ Securities may provide a direct market access service (**DMA Service**) to You under which You may place Your Orders directly into the Trading Platform through an electronic automated client order process. You acknowledge that if FNZ Securities provides a DMA Service to You:

- There may be delays in the processing, execution, amendment or cancellation of an Order entered through the DMA Service and:
  - an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed; and
  - You remain liable to settle the original Order, until any relevant amendment or cancellation is effected;
- The execution of an Order placed through the DMA Service may be delayed by filters or other electronic features of the electronic system;
- FNZ Securities is not responsible for the processing, execution or cancellation of any Orders submitted through the DMA Service, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry or for any delays in relation to the same;

- d. except as required by law, FNZ Securities makes no representations or warranties express or implied with respect to the DMA Service;
  - e. there are significant risks in trading through a DMA Service because it is serviced by means of computer and telecommunications systems, even where generally accepted industry standards and practices are followed, including that Your data may not be protected, and there are risks that other users of the DMA Service, institutions or intermediaries may be able to see Your Orders and other communications relating to trading and execution without Your (or FNZ Securities') consent and that third parties (including persons on private networks) will have the ability to attach to Your network; and
  - f. FNZ Securities may terminate Your participation in the DMA Service at any time without notice to You.
- e. upon written request from FNZ Securities, You must reimburse FNZ Securities for any costs it incurs to third parties which:
    - i. do not form part of the Fees; and
    - ii. You have previously agreed to reimburse;
  - f. at FNZ Securities' request, You must pay FNZ Securities for all reasonable costs incurred by FNZ Securities and must compensate FNZ Securities for time spent by FNZ Securities (at a reasonable rate per hour, as determined by FNZ Securities) in performing its obligations under this agreement to the extent that there is no Fee specified by FNZ Securities for performance of that service; and
  - g. You must pay the amount of any invoice issued by FNZ Securities to You in respect of the Fees within 7 days of the date of the invoice.

## 6. FNZ Securities' right to refuse to accept Orders

You acknowledge that FNZ Securities may at any time in its absolute discretion:

- a. refuse to accept You as a client or not to accept Orders from You; or
- b. refuse to accept a particular Order from You.

## 7. Purchases and Sales

You must ensure that payment in full is received by FNZ Securities before the Settlement Date and Time. FNZ Securities will not accept payment in cash.

In accordance with the provisions of the Corporations Act 2001 (Cth) (**Corporations Act**), and the regulations made under the Corporations Act, pending settlement by You, these Terms and Conditions and the relevant Confirmation (if any) constitutes notice to You that FNZ Securities may deposit the Traded Products purchased for You in a particular transaction as security for a loan if FNZ Securities has received and paid for such Traded Products on Your behalf.

You must deliver to FNZ Securities all documents and security holder information (including the holder identification number or personal identification number and, if applicable, holder reference number) (**Security Holder Information**) no later than two business days before the Settlement Date and Time.

All documentation and Security Holder Information must be sent to:

**FNZ Custodians (Australia) Pty Ltd**  
**Level 1, 99 Elizabeth Street**  
**Sydney NSW 2000**

If You have entered into a Sponsorship Agreement with FNZ Securities, You will be taken to have satisfied this obligation if You ensure that sufficient Traded Products are held in Your Sponsored Holding with FNZ Securities, those Traded Products are unencumbered and, if the consent of any third party is required before FNZ Securities may withdraw those Traded Products, that consent has been obtained and communicated to FNZ Securities. You irrevocably authorise FNZ Securities to apply any Traded Products held in Your Participant Sponsored Holding to satisfy Your Settlement Obligations arising from any Transaction executed by FNZ Securities on Your behalf.

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

- a. the Settlement Date and Time;
- b. when all documents and Security Holder Information have been received by FNZ Securities in deliverable form; and
- c. all amounts due and payable by You to FNZ Securities have been paid.

Unless FNZ Securities has agreed alternative arrangements with You, FNZ Securities will pay all sale proceeds directly to You.

## 8. Fees

You acknowledge and agree that:

- a. You will pay FNZ Securities all of the fees and charges as specified by FNZ Securities (**Fees**);
- b. FNZ Securities may increase the amount of any Fee by giving not less than 60 days written notice to You;
- c. where the amount of a Fee is expressed to be calculated by reference to an amount to be paid by FNZ Securities to a necessary third party in connection with the provision of the services to You (including without limitation a Relevant Exchange, ASX Clear and CHESS fees) the amount of the Fee is to be immediately increased by the amount by which the corresponding amount payable by FNZ Securities to the third party increases from time to time;
- d. FNZ Securities may introduce a new fee or charge (also a **Fee**) by giving not less than 60 days written notice to You;

## 9. No Advice

You acknowledge that FNZ Securities does not provide financial product advice or owe any fiduciary duty to You. You must not represent to any person that FNZ Securities has given any financial product advice to You.

## 10. Settlement Date and Time

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

## 11. Warranties by the client

You represent and warrant that before placing any Order with FNZ Securities:

- a. You will be in a position to pay for any Traded Products purchased and have a presently exercisable and unconditional right to vest any Traded Products sold in the buyer, to enable settlement at the Settlement Date and Time; and
- b. if Your Order relates to the purchase of a Partly Paid Security, You have made arrangements (to FNZ Securities' satisfaction) to pay to FNZ Securities a sufficient amount to cover any liability arising from all possible future calls in respect of the Partly Paid Securities;
- c. You will not place an Order for an AQUA Product unless You have received and read the Product Disclosure Statement relating to the product and the ASX Fact Sheet in relation to the ASX Managed Fund Settlement Service; and
- d. You are, and will at all times remain, a "wholesale client" as that term is defined in the Corporations Act.

## 12. Settlement using BPAY facility

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

## 13. Confirmations

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

You authorise FNZ Securities, on its own behalf, to give Confirmations to You electronically to the email address notified to FNZ Securities from time to time for this purpose. FNZ Securities may not provide You with paper copies of Confirmations.

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

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

Where FNZ Securities enters into multiple Transactions in order to complete Your Order, You authorise FNZ Securities to accumulate those Transactions (whether executed on the same Relevant Exchange or otherwise) on a single Confirmation and to specify the volume weighted average price for those Transactions on that Confirmation. If requested by You, FNZ Securities will, if required under the Market Integrity Rules, give You a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a Confirmation.

If You are a Wholesale Client for the purposes of the Market Integrity Rules, FNZ Securities may elect not to give any Confirmations to You in relation to Transactions executed for You. If FNZ Securities so elects, these Terms and Conditions are taken to be the

notification required to be given by FNZ Securities to You under the Market Integrity Rules.

#### 14. Failure to Settle

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

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

If You fail to settle, FNZ Securities may make arrangements on Your behalf to ensure that Your Settlement Obligations are performed (including by buying-in or borrowing the relevant Traded Products). If You have not met Your settlement obligations owed to FNZ Securities in respect of a Transaction executed for You by FNZ Securities by the date which is 4 Business Days after the Settlement Date and Time, it is FNZ Securities' policy (and FNZ Securities may be obliged under the ASX Settlement Rules), without any notice to You (but without limiting FNZ Securities' discretion to take any actions):

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

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

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

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

The rights described in this clause 14 are in addition to any rights that are conferred to FNZ Securities under the Exchange Rules and the ASX Clear Rules.

#### 15. Cancellations

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

- if a Relevant Exchange or a participant of the Relevant Exchange exercises its power under the Exchange Rules to cancel or amend (or require the cancellation or amendment of) the Transaction or Crossing; or
- in the event of an Error or otherwise in the circumstances contemplated in the Exchange Rules.

Your obligations referred to in clause 7 of these Terms and Conditions, and FNZ Securities' obligations in relation to the settlement of a Transaction, will no longer apply in respect of a cancelled transaction from the time it is cancelled or, in the case of an amended Transaction, apply as amended.

#### 16. Interest on FNZ Securities' trust account

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

#### 17. Instructions by fax or e-mail

You acknowledge and agree that if You communicate to FNZ Securities (including as the case may be, to give instructions in respect of transactions in respect of Traded Products) by email and fax;

- communication by email and/or fax is not a secure means of communication and involves higher risks of distortion, manipulation and attempted fraud;
- fax communications may be of poor quality or unclear;
- You authorise FNZ Securities to accept and act without any inquiry upon, communications (including instructions) provided by email and/or fax which appear to FNZ Securities to have been provided by or for You; and
- You indemnify FNZ Securities in respect of any and all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by FNZ Securities as a result of FNZ Securities acting on communications (including instructions) provided by email and/or fax.

#### 18. Indemnity

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

- any transaction entered into by FNZ Securities on Your behalf;
- any failure by You to settle;
- any other breach by You of these Terms and Conditions;
- any breach by You of any other agreement with FNZ Securities;
- any breach by You of any representation or warranty made or taken to have been made by You (including without limitation in relation to any disclosure to be made in respect of sale Orders) not being true or correct,

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

#### 19. Credit references

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

#### 20. Information

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

## 21. Complaints

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

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

To assist FNZ Securities to respond appropriately to complaints, You are asked to set out complaints in writing, addressed to the FNZ Securities Complaints Officer. You should include as much detail about the circumstances of Your complaint as possible, including the name(s) of any FNZ Securities staff involved. If available, copies of any background documentation should also be provided. Alternatively, please contact the FNZ Securities Complaints Officer on +61 2 9237 6670.

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

As FNZ Securities is a member of the Australian Financial Complaints Authority (AFCA), FNZ Securities will advise You, if You continue to have a complaint, that You have the option to pursue Your complaint with AFCA. AFCA's contact details are:

**Australian Financial Complaints Authority**

**GPO Box 3**

**Melbourne VIC 3001**

**Telephone: 1800 931 678**

**Email: [info@afca.org.au](mailto:info@afca.org.au)**

**Web: [www.afca.org.au](http://www.afca.org.au)**

If You are not satisfied with the response to Your complaint, You may wish to pursue the matter with the Relevant Exchange. The Australian Securities and Investments Commission also has a freecall Infoline on 1300 300 630 which You may use to make a complaint and obtain information about Your rights.

## 22. Compensation arrangements

As FNZ Securities is a Participant of one or more Relevant Exchanges and a Clearing Participant of ASX Clear, You may be entitled to make a claim on a compensation fund (such as the National Guarantee Fund (NGF) or the Cboe Fidelity Fund) in the circumstances specified under Part 7.5 of the Corporations Act and the Corporations Regulations 2001 (Cth). For more information on the circumstances in which You may make a claim on a compensation fund contact:

- in relation to transactions on ASX and the NGF, You can contact ASX or the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793; or
- in relation to transactions on another Relevant Exchange, You can contact that Relevant Exchange.

FNZ Securities has professional indemnity insurance which FNZ Securities considers is adequate having regard to:

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

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

## 23. Sponsorship

If You are not currently sponsored by FNZ Securities, FNZ Securities recommends that You enter into a Sponsorship Agreement with FNZ Securities to enable easy transfer of Your Traded Products under CHESS (Clearing House Electronic Subregister System).

## 24. Joint Holder

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

## 25. Amendment

You acknowledge and agree that these Terms and Conditions may be amended by FNZ Securities from time to time without the need to obtain Your consent, if and to the extent that the amendment:

- a. seeks to clarify any defective or ambiguous provisions in order to ensure that these Terms and Conditions have their desired effect;
- b. does not materially adversely affect Your rights or obligations; or
- c. is otherwise reasonably considered by FNZ Securities to be minor or trivial.

Where any such amendments are made, the latest version of this document will be made available on the FNZ website at <https://www.fnz.com/fnzsecurities/AUSdisclosures>. In any other circumstances, FNZ Securities will give You 10 days' notice of any amendment, after which time the amendment will become effective.

## 26. Governing law

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

## 27. Tape recording of conversations

You agree that FNZ Securities may record telephone conversations between You and FNZ Securities. You also agree that FNZ Securities may use such recordings for the purposes of resolving disputes and monitoring Your compliance with regulatory and contractual obligations. If there is a dispute between You and FNZ Securities, You have the right to listen to any recording (where such a recording exists). Nothing in this agreement obliges FNZ Securities to record a conversation or keep a recording for longer than 90 days.

## 28. Interpretation

In this document (including the Schedules), unless the contrary intention appears:

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited ABN 98 008 624 691.

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

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

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

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

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

**Best Execution Arrangements** means the policy issued by FNZ Securities and given to You in accordance with Part 3.8 of the ASIC Market Integrity Rules that is attached to these Terms and Conditions as Schedule 2.

**Cboe** (formerly known as Chi-X) means Cboe Australia Pty Ltd ABN 47 129 584 667.

**Cboe Operating Rules** means the operating rules of Cboe as amended from time to time.

**Confirmation** has the meaning given to it in clause 13.

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

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

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

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

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

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

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

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

**Partly Paid Security** means a financial product quoted on a Relevant Exchange for which the holder may be liable to pay a call or instalment in accordance with the terms of issue and for which an amount remains unpaid but does not include a Quoted Product issued by a no liability company.

**Relevant Exchange** means ASX or Cboe and, without limitation, any other exchange on which FNZ Securities transacts Orders, or the financial markets operated by them (as the context requires).

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

**Trading Participant** has the meaning given to that term in the ASIC Market Integrity Rules and to Market Participant in the Cboe Market Integrity Rules.

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

**Warrant** has the meaning given to it in the ASIC Market Integrity Rules.

**You** means the person or persons in whose name the account is opened with FNZ Securities or named on the account opening or application form as the client. If that is more than one person, "You" means each of them separately and every two or more of them jointly. "You" includes Your successors and assigns.

**Your** means belonging to the person or persons in whose name the account is opened with FNZ Securities or named on the account opening or application form as the client.

Words expressed in the singular include the plural and vice versa. Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision. Words used in this document (including in Schedule 1 and Schedule 2 have the meanings given to them in the Exchange Rules, ASX Clear Rules or the ASX Settlement Rules. If You require a copy of these definitions, please contact us.

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

**FNZ Custodians (Australia) Pty Ltd**  
**A participant of ASX Group and Cboe**  
**ABN 88 624 689 694**  
**AFSL 507452**

## **SCHEDULE 1**

### **DMA SERVICE TERMS**

The following terms and conditions apply if the Client is given access to the DMA Service.

#### **1. ACCESS TO THE TRADING SYSTEM**

##### **1.1 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 DMA Service using the Security Information provided by FNZ Securities to the Client.

FNZ Securities may in its discretion at any time limit the number of Authorised Persons who are permitted to submit Orders for the Client through the DMA Service.

The Client must not authorise, allow nor permit any person other than an Authorised Person to access or use the DMA Service using the Security Information.

The Client acknowledges and agrees that FNZ Securities may, in its absolute discretion:

- refuse to approve as an Authorised Person any person nominated by the Client for that purpose;
- revoke its approval of an Authorised Person at any time; and
- from time to time test whether an Authorised Person has adequate knowledge of the DMA Service and the Dealing Rules (as defined in the Market Integrity Rules), directions, decisions and requirements of a Relevant Exchange relevant to the type of order submission facilities given to the Authorised Person by FNZ Securities.

The Client must notify FNZ Securities immediately once any Authorised Person ceases to be authorised by the Client to access the DMA Service on the Client's behalf.

##### **1.2 Security Information**

The Client acknowledges that the Security Information is confidential and agrees that it is responsible for maintaining its confidentiality.

The Client agrees that it must:

- only use the Security Information in accordance with these terms;
- 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;
- ensure that at all times, each Authorised Person maintains the confidentiality of the Security Information;
- notify FNZ Securities immediately upon becoming aware that any Security Information has been or may be used or disclosed in a manner that is not consistent with these terms; and
- regularly review and, if necessary, upgrade the security of its network through which it accesses the DMA Service to ensure that only Authorised Persons are able to access or use the DMA Service.

#### **2. USE OF THE SYSTEM**

The Client acknowledges that:

- the DMA Service is accessible through the DMA System;
- neither FNZ Securities nor any related body corporate or affiliate of FNZ Securities makes any representation or warranty, express or implied, to the Client or to any other person regarding the DMA System, nor provides any guarantee with respect to the DMA System, including without limitation, with respect to the operation, functionality, effectiveness, accuracy, reliability, merchantability, quality or fitness for purpose;
- neither FNZ Securities nor any related body corporate or affiliate of FNZ Securities is 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 System, or from any failure, error or defect of or in the DMA System;
- the Client is solely responsible for assessing the adequacy of the DMA System and for deciding whether or not to access it; and
- 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 DMA Service.

#### **3. SUBMITTING ORDERS THROUGH THE DMA SERVICE**

##### **3.1 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 DMA Service only if it or they do so using the Security Information.

##### **3.2 Responsibility for submitting Orders**

The Client:

- determines the time at which Orders are submitted through the DMA Service;
- is responsible for all Orders submitted through the DMA 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 FNZ Securities in reliance on such Orders; and
- e. accepts the sole risk and responsibility for Orders submitted by it through the DMA Service, including any Order submitted in error.

### 3.3 Order priority

The Client acknowledges that all Orders submitted by it through the DMA 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 FNZ Securities' principal orders being satisfied ahead of an Order. FNZ Securities will also act in accordance with the Client Order Priority and Trade Allocation Procedures, which may be updated from time to time and are available on the FNZ website at <https://www.fnz.com/fnzsecurities/AUSdisclosures>.

### 3.4 Acknowledgment about resubmitting purged Orders

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

### 3.5 No pre-arranged Orders

The Client undertakes to ensure that any Orders placed through the DMA Service which match opposite orders placed by FNZ Securities in a Trading Platform, either as agent or principal, will be of an accidental nature, meaning that no pre-arrangement of the matched orders will have taken place with FNZ Securities, 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.

## 4. ORDERS RELATING TO DERIVATIVES PRODUCTS

### 4.1 Closing Out Derivatives Contracts

If, as a result of Orders submitted by the Client through the DMA Service, a Derivatives Contract registered in the Client's account with FNZ Securities as Buyer and a Derivatives Contract in the same Series or Delivery Month is registered in the Client's account with FNZ Securities as Seller, FNZ Securities will use its best endeavours to ensure that the corresponding Derivatives Contracts registered with ASX Clear are closed out by ASX Clear in accordance with ASX Clear Rule 13.2.

However, the Client acknowledges and agrees that the Client's obligations in relation to those Derivatives Contracts continue in force until ASX Clear has closed out the corresponding Derivatives Contracts registered with it in accordance with ASX Clear Rule 13.2.

### 4.2 Exercise of a Derivatives Contract

The Client acknowledges that, if the Client wishes to exercise a Derivatives Contract registered in the Client's account with FNZ Securities:

- a. the Client is not able to do so through the DMA Service (whether or not that Derivatives Contract was bought through the DMA Service); and
- b. the Client must contact FNZ Securities directly in order to communicate the Client's instruction to exercise that Derivatives Contract.

## 5. TRADING RULES

### 5.1 DMA Trading Limits

FNZ Securities may at any time through the DMA Service impose, and from time to time vary, DMA Trading Limits. Without limitation, FNZ Securities may impose DMA 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 each Authorised Person complies, with all applicable DMA Trading Limits.

### 5.2 Prohibited orders

The Client must ensure that:

- a. each Authorised Person accesses the DMA Service in a way that ensures fairness, efficiency and ongoing protection of market integrity;
- b. it does not place an Order through the DMA 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 take any action, fail to take any action or place any Order through the DMA Service where that Order (or the resulting transaction) would violate or cause or result in the Client, or FNZ Securities violating any Applicable Regulation, including without limitation, any Applicable Regulation in relation to:
  - i. market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching of 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
  - vii. each Order is submitted in accordance with these terms or any policy or operational guideline published by FNZ Securities from time to time in relation to the DMA Service.

### 5.3 Filters

FNZ Securities may impose Filters to restrict the placement of any Orders or the execution of any trades through the DMA Service, including (without limitation) Filters whose object is to:

- a. prevent a breach of the provisions set out in this paragraph 4;
- b. prevent Orders being registered with a Trading Platform where the price at which the Order is submitted through the DMA Service is too far from the prevailing market price for the relevant security or financial product;
- c. ensure that the DMA Service does not interfere with the efficiency and integrity of the market conducted by a Relevant Exchange;
- d. ensure that the DMA Service does not interfere with the proper functioning of any Trading Platform; or
- e. facilitate compliance with, and prevent breaches of, the Applicable Regulations.

FNZ Securities 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.

### 5.4 Delays

The Client acknowledges that there may be delays in the processing or execution of an Order placed through the DMA 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 FNZ Securities to settle the original Order, until any relevant amendment or cancellation is effected; and
- c. FNZ Securities will not be liable for any loss or damage to the Client by reason of any delay in processing any Order submitted through the DMA Service.

### 5.5 FNZ Securities takes no responsibility

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

## 6. RECONCILIATION

The Client is responsible for reconciling end-of-day confirmations against its records on any given trading day, and must communicate to FNZ Securities, any discrepancies found in this reconciliation before the market opens on the next trading day. The Client acknowledges that FNZ Securities 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.

## 7. PRINCIPAL TRADING BY FNZ SECURITIES

The Client acknowledges that FNZ Securities and/or any of FNZ Securities' related bodies corporate or affiliates may:

- a. enter a transaction in securities, derivatives, warrants and other financial products on a Relevant Exchange as principal and, where permitted by law, may take the opposite position in any such transaction, acting either for a client or on FNZ Securities' own account (and the Client consents to FNZ Securities and/or FNZ Securities' related bodies corporate and affiliates entering such transactions and taking such positions); and
- b. place principal orders on the same terms as any Order, and that FNZ Securities' order may be filled before an Order due to it being entered into the relevant Trading Platform prior to the Order.

## 8. FNZ SECURITIES' WARRANTIES AND LIABILITIES

8.1 No representations or warranties about the DMA 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, FNZ Securities 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 DMA Service.

## 8.2 Exclusion of liability

The Client acknowledges that the DMA Service is provided at its risk and that to the extent permitted by law, FNZ Securities excludes all liability in contract, tort (including negligence) or otherwise relating to or resulting from use of the DMA 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 DMA Service; or
- b. any government restriction, exchange or market rulings, suspension of trading computer or telephone failure, unlawful access to the DMA Service, theft, sabotage, war, earthquakes, strikes, force majeure and without limitation, any other conditions beyond FNZ Securities' control.

## 8.3 Limitation of liability in any event

FNZ Securities' 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.

## 8.4 System and trading risks

The Client acknowledges that there is significant risk in trading through a system, including the DMA 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 DMA 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 DMA Service may not remain accessible at all times during the trading day and there may be problems affecting the stability of the DMA Service that could cause the Client to be unable to enter Orders via the DMA Service during normal trading hours;
  - iii. Orders and other communications relating to trading and execution not reaching FNZ Securities or being lost, rejected or partially received or sent, such that they are not accurately received or sent by the Client or FNZ Securities 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 DMA Service and generally;
  - v. the Client's data may not be protected, and there are risks that other users of the DMA Service, institutions or holders or 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 FNZ Securities') consent and that third parties (including persons on private networks) may have the ability to attach to the Client's network;
  - vi. Orders and other communications relating to trading and execution and other data submitted to the DMA Service will not remain confidential;
  - vii. the Client's system may not be compatible with the DMA Service or a Trading Platform, and that this incompatibility may lead to an unstable environment; and
  - viii. Orders may be placed through the DMA 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 authorised by the Client may be executed.

## 9. TERMINATION

FNZ Securities may terminate the Client's participation in the DMA Service at any time by notice in writing.

The Client may terminate its participation in the DMA Service by request in writing to FNZ Securities.

## 10. DEFINITIONS

**AFSL** means Australian Financial Services Licence

**Authorised Person** means a person who is nominated and permitted by FNZ Securities to submit Orders through the DMA Service using the Security Information provided by FNZ Securities.

**Derivatives Contract** has the meaning given to Options Market Contract or Derivatives CCP Contract, each as defined in the ASX Clear Rules or the corresponding contract between the Client and FNZ Securities, as the context requires.

**DMA System** means the on-line system through which the Client is able to connect to the DMA Service, and where applicable includes the software and hardware applicable to that system.

**DMA Trading Limits** means the limits that FNZ Securities may place on the Orders that may be submitted and/or the trades that may be undertaken through the DMA Service.

**Filters** mean the restrictions FNZ Securities imposes, whether by automated or manual means, to limit the Client's ability to place Orders through the DMA Service.

**Order** means an order for the purchase or sale of (or other dealing in) Traded Products made through the DMA Service using the Security Information provided to the Client and, as the context requires, includes (without limitation):

- a. an order or instruction to amend or cancel an existing order submitted through the DMA Service; or
- b. an order or instruction to open or close out a position in Derivatives Contracts.

**Security Information** means the user code, user name and password given to the Client by FNZ Securities in connection with use of the DMA Service.

**Trading Platform** has the meaning given to that term in the ASIC Market Integrity Rules and for other Relevant Exchanges, has the meaning given to it in the relevant Exchange Rules or Market Integrity Rules (as the context requires) for that Relevant Exchange. Words used in this Schedule 1 have the meaning ascribed to them in the Equities Terms and Conditions unless the context requires otherwise.

## SCHEDULE 2

### FNZ SECURITIES BEST EXECUTION ARRANGEMENTS

#### 1. Introduction

1.1 FNZ Custodians (Australia) Pty Ltd (**FNZ Securities**) is required to take reasonable steps to obtain the best outcome (**Best Execution**) for clients in accordance with Part 3.8 of the ASIC Market Integrity Rules when executing orders in equity market products. Equity market products include shares, managed investment schemes, the right to acquire by way of issue shares and managed investment schemes and CHESS depositary interests (**CDIs**).

1.2 This statement sets out FNZ Securities' approach to providing Best Execution including, the differences for retail and wholesale clients, our execution methods and how we manage client instructions.

1.3 Whilst FNZ Securities has established procedures to take reasonable steps to obtain Best Execution for clients, FNZ Securities does not guarantee that it will achieve Best Execution for every order executed.

#### 2. Best Execution arrangements for retail clients

FNZ Securities' Best Execution Arrangements for retail clients is to obtain Best Total Consideration for the executed order(s). Best Total Consideration means the best displayed price on all the order books (see section 5) plus transaction costs for a purchase and minus transaction costs for a sale. Transaction costs means costs related to the execution, clearing and settlement of a transaction and include costs of the market provider for these services.

#### 3. Best Execution arrangements for wholesale clients

FNZ Securities will take into account (if directed by a wholesale client) outcomes relevant to a wholesale client when a wholesale client provides instructions to execute an order. These include, but are not limited to, price, execution costs, speed, likelihood of execution and settlement, size, nature or any consideration relevant to the execution of the order (**Relevant Outcomes**). Unless otherwise directed, FNZ Securities' Best Execution Arrangement will be to achieve Best Total Consideration unless directed otherwise by the wholesale client.

#### 4. Specific Instructions that are inconsistent with Best Execution

4.1 Whenever FNZ Securities receives a specific instruction from or on behalf of a client, FNZ Securities will take reasonable steps to execute the order in accordance with the specific instruction. This may include instructions about the execution venue, execution time, likelihood of execution and other matters. Complying with such an instruction may prevent FNZ Securities from obtaining Best Execution for that order. Specific instructions must be clear and unambiguous and in writing. FNZ Securities reserves the right to decline an order which includes instructions which are not consistent with obtaining Best Execution and trading rules may however prevent FNZ Securities from following the client's instructions or achieving Best Execution.

4.2 A wholesale client may provide a standing instruction to FNZ Securities including that the FNZ Securities Best Execution Arrangement does not apply to its orders. A standing instruction applies only for a 12-month period and FNZ Securities will

periodically review whether it can continue to comply with the standing instruction.

## 5. Order handling and execution venues

5.1 Orders may be executed via FNZ Securities' DMA facility or manually by FNZ Securities' DTRs.

5.2 As a participant of both the Australian Securities Exchange (ASX) and Cboe Australia (Cboe), FNZ Securities will consider the merits of both ASX and Cboe order book(s) and execute an order on the order book(s) that offers the best outcome for the client, unless directed by client to execute on a particular venue. Order books include:

- ASX TradeMatch
- ASX CentrePoint and
- Cboe market (including Cboe Hidden)

As more licensed markets emerge or order books become available, FNZ Securities will also consider the merits of placing orders on these trading venues. At present FNZ Securities does not operate internal order books (i.e. internally crossing or liquidity pools).

5.3 In instances where an order cannot be satisfied on an order book (i.e. symbol not available, no available quote/market), the execution of such orders will be routed to the primary order book that FNZ Securities considers will achieve Best Execution.

5.4 FNZ Securities may employ its smart order router (SOR) to direct orders to venues in a specific order and seek Best Execution. However, the execution achieved will depend upon the order in which the venues are visited, whether they are lit or dark, the latency involved in reaching these venues and the available volume in each of the venues. For wholesale clients FNZ Securities will accept an instruction not to use the SOR for an order.

5.5 FNZ Securities may, without notice, cease to send orders to a particular order book temporarily or indefinitely if an order book becomes unavailable. Applying reasonable discretion, FNZ Securities may also cancel unexecuted or partially executed orders that are resting in an order book that is unavailable for trading and replace them on an available order book. In the event of a technical issue with the SOR, systems or market connections FNZ Securities will, using reasonable discretion, route orders to the remaining available order books. If FNZ Securities determines that Best Execution will be best achieved by placing the Order with another broker for execution, FNZ Securities will either satisfy itself that the other broker has arrangements in place to enable us to comply with our Best Execution obligations.

5.6 Different markets may have different operating hours and may not run an opening or closing auction or similar mechanisms. Orders received by FNZ Securities to execute at "Market on Open" or "Market on Close" will be treated as having reference to ASX opening and closing auction prices until and unless other venues offer similar or equivalent market open and close pricing mechanisms which FNZ Securities will consider in obtaining Best Execution.

5.7 FNZ Securities will not re-transmit an Order it has already placed on one order book if a better price subsequently becomes available on another order book.

5.8 FNZ Securities may elect to send all the volume of an Order to only one order book that offers the best displayed price in situations where another order book also offers the best displayed price, but only for an insignificant volume.

## 6. Demonstration of Compliance

Upon receipt of a reasonable request by a client (within 5 business days), FNZ Securities will make reasonable efforts to demonstrate to the client that its Order was executed in accordance with the Best Execution Arrangements.

## 7. Notification of Changes

Best execution arrangements may change from time to time. Any material changes to this statement will be notified to you. The latest Best Execution Arrangements are available on the FNZ website at <https://www.fnz.com/fnzsecurities/AUSdisclosures>

# PART B: CHESS SPONSORSHIP

to clients of FNZ Securities

## FNZ SECURITIES'S EXPLANATION OF CHESS SPONSORSHIP Issued 13 January 2023

### 1. Explanation of Chess Sponsorship Agreement

This document explains the terms of your sponsorship agreement with FNZ Custodians (Australia) Pty Ltd ABN 88 624 689 694 AFSL 507452 (trading as and hereafter referred to as "**FNZ Securities**") ("**Sponsorship Terms**"). It is important that you read this document and understand it before signing a FNZ Securities account opening form or before you agree to the Participant Change Notice you receive from FNZ Securities. If you sign the account opening form or do not do anything to indicate that you do not agree to the Participant Change Notice you receive from FNZ Securities, you acknowledge that you have understood the effect of the Sponsorship Terms.

### 2. What is the purpose of the Sponsorship Terms?

The Sponsorship Terms appoint us as your "Controlling Participant" on CHESS. CHESS is an electronic system that manages the settlement process by facilitating the exchange of money and shares at the same time. CHESS also administers a form of electronic registration of shareholdings so instead of Holding certificates to show that you own Financial Products, under CHESS you have Financial Products registered in your name to show that you own them. CHESS is operated by ASX Settlement Pty Ltd ABN 49 008 504 532 ("**ASX Settlement**") under the ASX Settlement Operating Rules.

FNZ Securities is admitted as a General Settlement Participant of ASX Settlement, which means that it is able to control Financial Products on CHESS for you. By agreeing to the Sponsorship Terms, you appoint FNZ Securities as your Controlling Participant to control your Financial Products on CHESS. In other words, FNZ Securities "sponsors" your Financial Products on CHESS.

### 3. Explanation of the Sponsorship Terms

These CHESS Sponsorship Terms contain various provisions in relation to the sponsorship of your Financial Products, including:

- (a) your appointment of FNZ Securities to act as your agent on CHESS and the obligations that arise for FNZ Securities as a result of our appointment;
- (b) the acknowledgments that you make in respect of our appointment as your Controlling Participant, including that these terms have been properly explained to you;
- (c) the effect of Financial Products being lodged as security in relation to Derivatives Products;
- (d) the information that you must provide to FNZ Securities;
- (e) what will happen if FNZ Securities is suspended from participation in CHESS;
- (f) the procedures that are to be followed if you have a complaint against FNZ Securities;
- (g) what will happen if FNZ no longer wishes to sponsor you;
- (h) how these CHESS Sponsorship Terms may be terminated; and
- (i) various important procedural and legal matters.

## FNZ SECURITIES SPONSORSHIP AGREEMENT

### Parties

The client named on the application form (**Client**); and FNZ Custodians (Australia) Pty Ltd, ABN 88 624 689 694, AFSL No. 507452 (trading as and hereafter referred to as "**FNZ Securities**").

### 1. WHAT IS CHESS?

- 1.1 CHESS is a system of registering Financial Products on computer. It is operated by ASX Settlement under the ASX Settlement Rules. Instead of receiving a certificate in respect of your shares or other Financial Products, you receive a Holding statement.
- 1.2 Only certain categories of people may control Financial Products on CHESS (FNZ Securities falls within one of these categories). Other people who have Financial Products on CHESS need their Holding "sponsored" by a "Controlling Participant" for the purposes of CHESS. These Sponsorship Terms relate to your appointment of us as your "Controlling Participant".

### 2. FNZ SECURITIES' AUTHORITY AND OBLIGATIONS



- 2.1 The Client appoints FNZ Securities as its Controlling Participant for CHESS to provide Transfer and settlement services as agent for the Client with respect of the Client's Holding with the Holder Identification Number (**HIN**) identified on the client application forms. A HIN is a number that is used to identify a Holding in CHESS. The Client authorises FNZ Securities as the Client's agent to do any act under CHESS relating to the Client's Holding.
  - 2.2 Subject to clause 9, FNZ Securities will not initiate any Transfer or Conversion into or out of the Client's Holding sponsored under these Sponsorship Terms without the Client's express authority.
  - 2.3 Subject to clause 2.4, FNZ Securities is not obliged to Transfer Financial Products into the Client's Holding where payment for those Financial Products has not been received, until payment is received. If the Client authorises FNZ Securities to purchase Financial Products the Client will pay for that purchase within 2 Business Days from the date of the purchase.
  - 2.4 If FNZ Securities demands that the Client pay for Financial Products, but the purchase price for those Financial Products remains unpaid, FNZ Securities may sell those Financial Products at the Client's risk and expense (including any brokerage, stamp duty, GST and other applicable charges).
  - 2.5 If FNZ Securities claims that the Client has not paid FNZ Securities an amount lawfully owed to FNZ Securities, FNZ Securities can refuse to comply with the Client's withdrawal instructions (but only to the extent necessary to retain in the Client's Holding sponsored under these Sponsorship Terms Financial Products with a value equal to 120% of the current market value of the amount claimed).
  - 2.6 Subject to clauses 2.4 and 2.5, FNZ Securities will initiate any Transfer, Conversion or other action necessary to give effect to withdrawal instructions within the Scheduled Time.
  - 2.7 The regulatory regime which applies to FNZ Securities is Chapter 7 of the Corporations Act, the ASIC Market Integrity Rules, the operating rules of ASX Clear and the ASX Settlement Rules. The Client can obtain information as to FNZ Securities' status from ASIC, ASX, ASX Clear and ASX Settlement.
  - 2.8 A complaint against FNZ Securities may be lodged by the Client with FNZ Securities, ASIC, ASX, ASX Clear, ASX Settlement or the Australian Financial Complaints Authority (whose postal address is GPO Box 3, Melbourne, VIC, 3001). The Client may lodge a claim for compensation with FNZ Securities or, if the circumstances specified in Part 7.5, Division 4 of the Corporations Regulations apply, with the National Guarantee Fund.
- 3. ACKNOWLEDGEMENTS BY THE CLIENT**
- 3.1 The Client acknowledges that:
    - (a) before the Client signs these Sponsorship Terms FNZ Securities provided the Client with an explanation of the effect of these Sponsorship Terms and the Client understood the effect of these Sponsorship Terms;
    - (b) if the Client dies or becomes Bankrupt, a Holder Record Lock will be applied to all the Client's Holdings sponsored under these Sponsorship Terms in accordance with rules 8.15.8 to 8.15.11 of the ASX Settlement Rules (unless the Client's legally appointed representative or trustee elects to remove those Holdings from the CHESS subregister);
    - (c) if the Client dies, these Sponsorship Terms are deemed to remain in operation in respect of the legally appointed representative authorised to administer the Client's estate for a period of up to three calendar months after the removal of the Holder Record Lock pursuant to rule 8.16.3 of the ASX Settlement Rules (unless the Client's legally appointed representative elects to remove the Holdings sponsored under these Sponsorship Terms from the CHESS subregister); and
    - (d) if FNZ Securities is not a Market Participant of an Approved Market Operator, neither the Approved Market Operator, nor a Related Party of the Approved Market Operator, has any responsibility for regulating the relationship between the Client and FNZ Securities, other than in relation to the rules relating to sponsorship agreements.
  - 3.2 If the Client is a joint holder, the Client also acknowledges that:
    - (a) if one of the joint holders dies, all Holdings under the joint Holder Record must be transferred into new Holdings under a new Holder Record in the name of the surviving holder(s) (these Sponsorship Terms remains valid for the new Holdings under the new Holder Record); and
    - (b) if one of the joint holders becomes Bankrupt, FNZ Securities will:
      - (i) establish a new Holder Record in the name of the joint holder that is Bankrupt, Transfer that person's interest into new Holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all Holdings under that Holder Record (unless the legally appointed representative of the Bankrupt holder elects to remove the Holdings from the CHESS subregister); and
      - (ii) establish a new Holder Record in the names of the other joint holders and Transfer their interest into new Holdings under the new Holder Record.
  - 3.3 The Client acknowledges that if a Transfer is taken to be effected by the Client under Section 9 of the ASX Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under these Sponsorship Terms, then:
    - (a) the Client may not assert or claim against ASX Settlement or the relevant Issuer that the Transfer was not effected by FNZ Securities or that FNZ Securities was not authorised by the Client to effect the Transfer; and
    - (b) unless the Transfer was taken to have been effected by a Market Participant of an Approved Market Operator or a Clearing Participant of ASX Clear, the Client has no claim arising out of the Transfer against the compensation arrangement applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations.
  - 3.4 The Client acknowledges that FNZ Securities is entitled to rely on all instructions and communications provided by the Intermediary or Broker (as the case may be) to FNZ Securities with respect to the Client's Holding sponsored under these Sponsorship Terms. FNZ Securities may also provide communications to the Intermediary or Broker (as the agent of the Client) with respect to the Client's Holding.
  - 3.5 The Client acknowledges and agrees that, unless it otherwise notifies FNZ Securities, then to the extent permitted by applicable law it consents to any communications sent by FNZ Securities or any third party such as ASX (e.g. CHESS Holding statements and notifications) or any product Issuers being sent electronically. The Client further acknowledges and agrees that this will mean that third parties may be provided with their email address so as to facilitate these electronic communications.
- 4. SECURITY, OTHER INTERESTS AND SUB-POSITIONS**
- 4.1 If the Client instructs FNZ Securities that Financial Products are to be (lodged with or reserved by ASX Clear or ASX Settlement (including in a Subposition) as cover for written positions in the market for exchange traded options operated by ASX, the Client:
    - (a) authorises FNZ Securities to reserve the Financial Products in the ASX Clear Subposition so that the Financial Products come under the control of ASX Clear and are subject to the security interest granted in favour of ASX Clear to secure the performance by FNZ Securities of its obligations to ASX Clear under and in accordance with ASX Clear Operating Rule 14.6.7;
    - (b) authorises any subsequent dealing (including without limitation, any Transfer) of the reserved Financial Products in accordance with the ASX Settlement Rules and ASX Clear Operating Rules;
    - (c) acknowledges that the Financial Products will remain subject to that security interest for so long as those Financial Products remain reserved in the ASX Clear Subposition in accordance with ASX Clear Operating Rule 14.6.7; and
    - (d) authorises FNZ Securities to take whatever action is required by ASX Clear, ASX Settlement in accordance with the ASX Settlement Rules to give effect to that cover.
  - 4.2 Those Financial Products will be subject to the requirements, restrictions and effects of the ASX Settlement Rules for Financial Products which are lodged with or reserved by ASX Clear or ASX Settlement (including in a Subposition) under the ASX Settlement Rules, and the Client is taken to have authorised any action, consequence or dealing that takes place as contemplated by the ASX Settlement.
  - 4.2 If Client instructs FNZ Securities that a charge or other interest in Financial Products has been or is to be given to a person, then the Client authorises FNZ Securities to take whatever action is reasonably required by that person in accordance with the ASX Settlement Rules to give effect to or record that interest
  - 4.3 FNZ Securities may take steps to create or reserve a Subposition over the Client's Holding in the circumstances

contemplated by clauses 4.1 or 4.2. FNZ Securities may also create or reserve a Subposition if the Client consents. If FNZ Securities does this, the Client's ability to Transfer, convert or otherwise deal with the Financial Products will be restricted in accordance with the ASX Settlement Rules and in particular with those relating to Subpositions.

## **5. INFORMATION**

- 5.1 The Client must promptly give FNZ Securities any information or documents that FNZ Securities asks for to enable FNZ Securities to:
- (a) perform its obligations or to act as the Client's "Controlling Participant" or agent under these Sponsorship Terms; or
  - (b) comply with the requirements of ASX Settlement or the ASX Settlement Rules.
- 5.2 The Client must, in respect of each Holder Record (which exists or is to be created) for the Client, ensure that FNZ Securities is advised of the Registration Details (including any applicable Residency Indicator).
- 5.3 The Client must ensure that the information referred to in clause 5.2 above is provided to FNZ Securities:
- (a) as soon as possible after the Client places an order with a Trading Participant (including an order relating to FOR Financial Products) but in any event, not later than 2 Business Days prior to the scheduled settlement date of the relevant Market Transaction; and
  - (b) if the Client's Registration Details have changed, as soon as possible after that time.
- 5.4 If the Client does not ensure that FNZ Securities is advised of a Residency Indicator but FNZ Securities has been provided with a street address, then FNZ Securities will be taken to have been advised that, if the relevant street is:
- (a) a street located in Australia, a Residency Indicator of "D" (for domestic) applies with respect to that Holder Record; or
  - (b) a street located outside Australia; a Residency Indicator of "F" (for foreign) applies with respect to that Holder Record.
- 5.5 If FNZ Securities suffers any claim, liability, direct or consequential loss (including to ASX Settlement or an Issuer) or incurs any cost, charge or expense of any nature as a result of the Client providing (or procuring the provision) or being taken to provide inaccurate Registration Details, or failing to provide (or procure the provision of) accurate Registration Details, the Client must on demand fully indemnify FNZ Securities and keep FNZ Securities fully indemnified in respect of such claim, liability, loss, cost, charge or expense:
- (a) as soon as possible after the Client places an order with a Trading Participant (including an order relating to FOR Financial Products) but in any event, not later than 2 Business Days prior to the scheduled settlement date of the relevant Market Transaction; and
  - (b) if the Client's Registration Details have changed, as soon as possible after that time.
- 5.6 Information or documents the Client gives to FNZ Securities may be disclosed:
- (a) to any person for these purposes;
  - (b) if required by any regulatory authority (including ASX Settlement) or if allowed or required by law; or
  - (c) to FNZ Securities' officers, employees, advisers and agents; or
  - (d) with the Client's consent; or
  - (e) to enable FNZ Securities to enforce its rights.

## **6. FEES AND INDEMNITIES**

- 6.1 The Client must pay FNZ Securities fees in connection with these sponsorship arrangements as advised by FNZ Securities to the Client, the Intermediary or Broker (as the case may be) from time to time.
- 6.2 If the Client does not pay FNZ Securities an amount when it is due, FNZ Securities can charge interest on the overdue amount. FNZ Securities does this using the method and interest rate FNZ Securities determines from time to time.
- 6.3 The Client indemnifies FNZ Securities against, and the Client must therefore pay FNZ Securities on demand for liability, loss or Costs (including consequential or economic loss) FNZ Securities suffers or incurs:
- (a) in connection with FNZ Securities performing its obligations under these Sponsorship Terms; or
  - (b) in connection with FNZ Securities acting as the Client's "Controlling Participant" or agent for the purposes of CHES; or
  - (c) if the Client does something that the Client agrees not to do, or don't do something that the Client agrees to do, under these Sponsorship Terms.

- 6.4 The Client must pay to FNZ Securities these amounts when FNZ Securities asks. FNZ Securities may also debit any of these amounts to any account the Client has with FNZ Securities even if FNZ Securities does not expressly ask the Client to pay FNZ Securities.
- 6.5 The indemnity in clause 6.3 is a continuing obligation, independent of the Client's other obligations to FNZ Securities. It continues even after these Sponsorship Terms are terminated. It is not necessary for FNZ Securities to incur expense or make payment before enforcing a right of indemnity conferred by these Sponsorship Terms.

## **7. SUSPENSION FROM CHES**

- 7.1 If FNZ Securities is suspended from CHES participation, (subject to the assertion of an interest in Financial Products controlled by FNZ Securities, by the liquidator, receiver, administrator or trustee of FNZ Securities) the Client has the right, within 20 Business Days of ASX Settlement giving notice of the suspension, to give a notice to ASX Settlement requesting that the Client's Holdings sponsored under these Sponsorship Terms be removed either:
- (a) from the CHES subregister; or
  - (b) pursuant to rule 12.19.10 of the ASX Settlement Rules, from FNZ Securities' control to the control of another Sponsoring Participant with whom the Client has entered into a valid sponsorship agreement.
- Under rule 12.19.11 of the ASX Settlement Rules, if the Client does not give ASX Settlement such a notice, ASX Settlement may effect a change of Controlling Participant, in which case the Client will be deemed to have entered into a new sponsorship agreement with the substitute Controlling Participant on the same terms as these Sponsorship Terms. Where the Client is deemed to have entered into a new sponsorship agreement in accordance with this clause, the Controlling Participant must enter into a sponsorship agreement with the Client within 10 Business Days of the change of Controlling Participant.

## **8. COMPLAINT PROCEDURES**

- 8.1 Except as referred to in clause 8.2, no external compensation arrangements apply to the Client in relation to this sponsorship agreement.
- 8.2 If FNZ Securities breaches a provision of these Sponsorship Terms and the Client makes a claim for compensation pursuant to that breach, FNZ Securities' ability to satisfy that claim will depend upon FNZ Securities' financial circumstances.
- 8.3 If a breach by FNZ Securities of a provision of this falls within the circumstances specified under Part 7.5, Division 4 of the Corporations Regulations, the Client may make a claim on the National Guarantee Fund for compensation.
- 8.4 If FNZ Securities breaches these Sponsorship Terms, the Client may refer that breach to any regulatory authority, including ASX Settlement.

## **9. CHANGE OF CONTROLLING PARTICIPANT**

- 9.1 If the Client receives a Participant Change Notice from FNZ Securities of the Participant Sponsored Holding and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Controlling Participant, the Client is under no obligation to agree to the change of Controlling Participant, and may choose to do any of the things set out in clauses 9.2 or 9.3.
- 9.2 The Client may choose to terminate these Sponsorship Terms by giving withdrawal instructions under the ASX Settlement Rules to FNZ Securities indicating whether the Client wants to:
- (a) Transfer the Client's Participant Sponsored Holding to another Controlling Participant; or
  - (b) Transfer the Client's Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 9.3 If the Client does not take any action to terminate the agreement in accordance with clause 9.2 above, and does not give any other instructions to FNZ Securities which would indicate that the Client does not agree to the change of Controlling Participant then, subject to clause 9.8, on the Effective Date these Sponsorship Terms will have been taken to have been novated to the new Controlling Participant and will be binding on all parties as if, on the Effective Date:
- (a) the new Controlling Participant is a party to these Sponsorship Terms in substitution for the existing Controlling Participant; and

- (b) the existing Controlling Participant is released by the Client from any obligations arising on or after the Effective Date.
- 9.4 The novation in clause 9.3 will not take effect until the Client has received a notice from the new Controlling Participant confirming that the new Controlling Participant consents to acting as the Controlling Participant for you. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- 9.5 The Client will be taken to have consented to the events referred to in clause 9.4 by the doing of any act which is consistent with the novation of these Sponsorship Terms to the new Controlling Participant (for example by giving an instruction to the new Controlling Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- 9.6 These Sponsorship Terms continues for the benefit of the existing Controlling Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 9.3 not binding or effective on the Effective Date, then these Sponsorship Terms will continue for the benefit of the existing Controlling Participant until such time as the novation is effective, and the existing Controlling Participant will hold the benefit of these Sponsorship Terms on trust for the new Controlling Participant.
- 9.7 Nothing in clauses 9.1 to 9.6 will prevent the completion of CHES transactions by the existing Controlling Participant where the obligation to complete those transactions arises before the Effective Date and these Sponsorship Terms will continue to apply to the completion of those transactions, notwithstanding the novation of these Sponsorship Terms to the new Controlling Participant under clauses 9.1 to 9.6.
- 9.8 If the new Controlling Participant is not accredited under the ASX Settlement Rules to facilitate the settlement of AQUA Products and the Client's Holding contains AQUA Products, FNZ Securities will convert the AQUA Product Holdings to Issuer Sponsored Holdings.

## 10. TERMINATION

- 10.1 Subject to the ASX Settlement Rules, these Sponsorship Terms are terminated:
  - (a) if either party notifies the other in writing that it wants to terminate these Sponsorship Terms (in which case these Sponsorship Terms are terminated from the time the notice is received unless a later time is specified in this notice);
  - (b) if FNZ Securities becomes insolvent;
  - (c) if FNZ Securities' status as a Participant of CHES is terminated or suspended; or
  - (d) upon the giving of a withdrawal instruction by the Client to FNZ Securities in accordance with rule 7.1.10(c) of the ASX Settlement Rules.
- 10.2 The termination of these Sponsorship Terms does not affect any rights or obligations that have accrued before that time.

## 11. ASX SETTLEMENT RULES

- 11.1 These Sponsorship Terms are subject to the ASX Settlement Rules. The Client must not do anything that would prevent or hinder FNZ Securities from complying with its obligations under the ASX Settlement Rules.
- 11.2 If these Sponsorship Terms are inconsistent with the ASX Settlement Rules, the ASX Settlement Rules prevail to the extent of the inconsistency.

## 12. MISCELLANEOUS

- 12.1 Unless otherwise required or permitted by FNZ Securities or by the ASX Settlement Rules, notices and other communications (each a Notice) under these Sponsorship Terms must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
  - (a) delivered to that person's address;
  - (b) sent by pre-paid mail to that person's address; or
  - (c) transmitted by electronic mail to that person's address.
- 12.2 A Notice given to a person in accordance with this clause is treated as having been given and received:
  - (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (b) if it is sent by pre-paid mail on the third Business Day after posting; and
  - (c) if transmitted by electronic mail to a person's e-mail address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

- 12.3 Where the Client is a joint holder, FNZ Securities may treat a notice or other communication (including instructions) signed or received from one of the joint holder's as binding on all of them.

## 13. COMMENCEMENT OF PROVISIONS, WAIVER AND VARIATION

- 13.1 FNZ Securities can vary these Sponsorship Terms by giving the Client written notice of the variation. FNZ Securities will give you:
  - (a) at least 8 business days' notice of the variation of the variation is, in FNZ Securities' reasonable opinion, to remove any inconsistency between these Sponsorship Terms and the ASX Settlement Rules; and
  - (b) at least 20 business days' notice in other cases.
- 13.2 Subject to clause 13.1, a provision of these Sponsorship Terms, or a right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.
- 13.3 Where this agreement contains provisions which come into effect by operation of the ASX Settlement Rules on a particular date (**provision effective date**) and the provision effective date is after the date of the agreement, those provisions only have effect from the provision effective date. You can obtain details of any such provisions and effective dates from the Intermediary or Broker (as the case may be).

## 14. SET OFF

- 14.1 FNZ Securities may set off any amount FNZ Securities owes the Client against any amount the Client owes FNZ Securities or any of FNZ Securities' related companies.

## 15. APPLICABLE LAW

- 15.1 These Sponsorship Terms are governed by the laws in force in New South Wales. The Client and FNZ Securities submit to the non-exclusive jurisdiction of the courts of New South Wales.

## 16. COPIES OF THESE SPONSORSHIP TERMS

- 16.1 The Client is entitled to receive a copy of these Sponsorship Terms executed by FNZ Securities. By returning one copy signed by the Client, the Client instructs FNZ Securities not to send to it a hard copy of these Sponsorship Terms executed by FNZ Securities. However, if the Client asks FNZ Securities to, FNZ Securities will provide the Client at any time with a hard copy of these Sponsorship Terms executed by both parties.

## 17. MEANING OF WORDS

**ASX Clear** means Australian Clearing House Pty Limited ABN 48 001 314 503.

**ASIC** means the Australian Securities and Investments Commission.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532) and its agents appointed under the ASX Settlement Rules.

**ASX Settlement Rules** means the business rules of ASX Settlement for CHES.

**ASX** means ASX Limited ABN 98 008 624 691.

**Bankrupt** means being in a state of "bankruptcy" as that term is defined in the ASX Settlement Rules.

**Broker** means, in the context of an arrangement where FNZ Securities is responsible for clearing trades only, the participant of one or more Relevant Exchanges which has engaged FNZ Securities to clear transactions that it has executed on a Relevant Exchange.

**Business Day** has the meaning given in the ASX Settlement Rules. Generally, it means any day other than a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and a day that Australian Stock Exchange Limited declares is not a business day.

**CHES** means the Clearing House Electronic Subregister System and has the meaning given in the ASX Settlement Rules. It is a system of registering Financial Products on computer.

**CHES subregister** has the meaning given in the ASX Settlement Rules. Generally, it means that part of a register of Financial Products that is administered by ASX Settlement.

**Controlling Participant** has the meaning given to it in the ASX Settlement Rules. Generally, it means a person who has the capacity in CHES to Transfer Financial Products in and out of a sponsored Holding.

**Conversion** has the meaning given in the ASX Settlement Rules. Generally, it means the movement of Financial Products from one Holding on one subregister to another Holding on another subregister without a change in legal ownership.

**Costs** includes charges and expenses (including stamp duty and other government charges); and costs, charges and expenses in connection with legal and other advisers on a full indemnity basis. **Financial Products** has the meaning given in the ASX Settlement Rules.

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

**Holder Record** has the meaning given in the ASX Rules. Generally, it means the details recorded by securities clearing house in CHES for the purpose of operating one or more Holdings.

**Holder Record Lock** has the meaning given in the ASX Settlement Rules. Generally, it means the facility in CHES for preventing Financial Products from being deducted from a Holding.

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

**Intermediary** means, in the context of an arrangement where FNZ Securities is responsible for the execution of trades, the AFSL holder, or Corporate Authorised Representative of an AFSL holder, with whom you placed instructions to buy/sell Financial Products on your behalf.

**Issuer** has the meaning given in the ASX Settlement Rules.

**Market Transaction** has the meaning given in the ASX Operating Rules.

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

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

**Scheduled Time** has the meaning given in the ASX Settlement Rules. The Scheduled Time varies depending on the act to which it relates.

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

**Trading Participant** has the meaning given in the ASX Settlement Rules.

**Transfer** has the meaning given in the ASX Settlement Rules. Generally, it means a transfer of Financial Products to or from a Holding on CHES.

**Withdrawal Instructions** has the meaning given in the ASX Settlement Rules. Generally, it means the instructions by a person who is sponsored on CHES for the withdrawal of Financial Products from the sponsored Holdings.

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

The singular includes the plural and vice versa.

A reference to:  
a document (including the ASX Settlement Rules) or agreement includes any variation or replacement of it;  
law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and any thing includes the whole and each part of it.

## PART C: FNZ SECURITIES DIRECT DEBIT REQUEST AND SERVICE AGREEMENT

Issued 13 January 2023

### 1. Debiting your Account

By completing a Direct Debit Request, you authorise FNZ CUSTODIANS (AUSTRALIA) PTY LTD ABN 88 624 689 694 AFSL No. 507452, APCA User ID no. 629081, (trading as and hereafter referred to as "**FNZ Securities**") to arrange for funds to be debited from the Account.

FNZ Securities will only arrange for funds to be debited from the Account as authorised in the Direct Debit Request.

If the Debit Day falls on a day that is not a Banking Day, FNZ Securities 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.

### 2. Accounts

You should check with Your Financial Institution whether direct debiting is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution.

You should also check that the Account details provided to FNZ Securities are correct by checking them against a recent Account statement.

We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least **fourteen (14)** days written notice.

### 3. Your obligations

It is your responsibility to ensure that there are sufficient clear funds available in the Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

If there are insufficient funds in the Account to meet a Debit Payment:

- you may be charged a fee and/or interest by Your Financial Institution;
- you may also incur fees or charges imposed or incurred by FNZ Securities; and
- you must immediately arrange for sufficient clear funds to be in the Account by an agreed time so that FNZ Securities can process the Debit Payment.

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

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

### 4. Errors

If you believe that there has been an error in debiting the Account, you should notify FNZ Securities directly on [notifications\\_fnz\\_securities@fnz.com](mailto:notifications_fnz_securities@fnz.com) and confirm that notice in writing as soon as possible.

If FNZ Securities concludes as a result of our investigations that the Account has been incorrectly debited FNZ Securities will arrange for Your Financial Institution to adjust the Account accordingly. FNZ Securities will also notify you in writing of the amount by which the Account has been adjusted.

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

Any queries about an error made in debiting the Account should be directed to FNZ Securities in the first instance so that FNZ Securities can attempt to resolve the matter with you. If the matter cannot be resolved in this manner FNZ Securities may refer it to Your Financial Institution, which will obtain details from you of the disputed transaction.

### 5. Cancellation and changes

You may cancel your authority for FNZ Securities to debit the Account at any time by giving FNZ Securities 10 days' notice in writing. This notice should be given to FNZ Securities in the first instance.

FNZ Securities may terminate these arrangements at any time by giving 10 days' notice in writing to you.

### 6. Confidentiality

FNZ Securities will keep any information (including Account details) in your Direct Debit Request confidential.

FNZ Securities will only disclose information that it has about you:

- 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 otherwise permitted by any part of the client terms and conditions.

## 7. Amendment

You acknowledge and agree that this Direct Debit Agreement may be amended by FNZ Securities from time to time without the need to obtain your consent, if and to the extent that the amendment:

- a. seeks to clarify any defective or ambiguous provisions in order to ensure that this Direct Debit Agreement has its desired effect;
- b. does not materially adversely affect your rights or obligations; or
- c. is otherwise reasonably considered by FNZ Securities to be minor or trivial.

Where any such amendments are made, the latest version of this document will be made available on the FNZ website at <https://www.fnz.com/fnzsecurities/AUSdisclosures>. In any other circumstances, FNZ Securities will give you 10 days' notice of any amendment, after which time the amendment will become effective.

## 8. Governing Law

This Direct Debit Agreement is governed by and construed in accordance with the laws in force in New South Wales and you and FNZ Securities submit to the non-exclusive jurisdiction of the courts of New South Wales (and courts which may hear appeals from those courts).

## 9. Interpretation

In this Direct Debit Request Service Agreement (Direct Debit Agreement) words have the meaning given to them:

- (a) in Part A: FNZ Securities Equities Terms and Conditions (unless otherwise defined); or
- (b) in clause 10 of this Direct Debit Agreement.

## 10. Definitions

**Account** means an account with a Financial Institution identified in the relevant part of the account opening form.

**Banking Day** means a day other than a Saturday, Sunday or a public holiday throughout Australia.

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

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

**Direct Debit Request** means the direct debit request which you make to FNZ Securities by either completing and signing the application form or providing FNZ Securities with a separate document under which you authorise FNZ Securities to arrange for funds to be debited from the Account.

**Financial Institution** means a financial institution with whom FNZ Securities has a direct debit facility arrangement. Please contact your financial services provider to check whether FNZ Securities has a direct debit facility arrangement with Your Financial Institution.

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

## PART D: FNZ SECURITIES DERIVATIVES CLIENT AGREEMENT

between a client of  
**FNZ CUSTODIANS (AUSTRALIA) PTY LTD**  
 ABN 88 624 689 694 AFSL No. 507452 (trading as and hereafter referred to as "FNZ Securities") and  
**FNZ Securities**

Issued 13 January 2023

## 1. INSTRUCTIONS

### 1.1 ASX Derivative Products

The Client may from time to time instruct FNZ Securities to deal in the following kinds of derivatives which are traded on ASX:

- (a) Options Market Contracts (sometimes referred to as Exchange Traded Options); and
- (b) other kinds of derivatives traded on ASX, but not including Futures Market Contracts (**ASX Derivative Products**). By placing an order with FNZ Securities in Derivatives Products, the Client accepts and agrees to be bound by the terms and conditions set out in this agreement.

### 1.2 Authorisation of additional ASX Derivative Products

If the Client gives instructions to FNZ Securities to deal in an ASX Derivative Product in which FNZ Securities is not authorised to deal under this clause, those instructions are taken to vary this agreement to authorise FNZ Securities to deal in that ASX Derivative Product under this clause.

### 1.3 Orders and instructions

FNZ Securities may at any time, in its absolute discretion, refuse to accept any Order from, or execute Orders for, the Client.

Subject to any instructions from the Client, FNZ Securities will generally execute Orders in the sequence in which they are received. However, the Client acknowledges and agrees that:

- (a) the Client's Order may be automatically crossed against other orders before reaching the market;
- (b) the Client will be charged the normal rate of commission by FNZ Securities for Orders which are crossed with FNZ Securities' principal orders; and
- (c) FNZ Securities may not be aware of principal orders that are being (or may be) executed, and that direct market access arrangements and program trading may make it impossible to prevent principal orders from being executed at the same time as (or before) the Client's Order. Accordingly, the Client agrees that FNZ Securities may execute principal orders where the Client's Order on the same terms is outstanding and that this agreement constitutes disclosure as required by ASIC Market Integrity Rule 5.1.8.

### 1.4 Right to refuse to deal

The Client acknowledges that:

- (a) **[ASX Minimum Term 4, ASIC Minimum Term 3.1.7(1)(d)(vi) and ASX Clear Minimum Term 4]** FNZ Securities may at any time refuse to deal in, or may limit dealings in, ASX Derivative Products for the Client. FNZ Securities will notify the Client of any refusal or limitation as soon as practicable. FNZ Securities is not required to act in accordance with the Client's instructions, where to do so would constitute a breach of the ASX Clear Rules, the ASX Operating Rules or the Corporations Act; and
- (b) unless the Client has authorised FNZ Securities to accept and act without any inquiry upon instructions provided (including Orders placed) by fax or email which appear to FNZ Securities to have been given by or for the Client, and has indemnified FNZ Securities in respect of any losses or expenses that FNZ Securities may suffer or incur as a result of so acting, FNZ Securities will refuse to accept instructions it receives by fax or email in respect of the Client.

### 1.5 Client's use of a DMA Service

FNZ Securities may provide a direct market access service (**DMA Service**) to you under which you Orders directly into the Trading Platform through an electronic automated client order process. The Client acknowledges that if FNZ Securities provides a DMA Service to you:

- (a) there may be delays in the processing, execution, amendment or cancellation of an Order entered through the DMA Service and:
  - (i) an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed; and
  - (ii) the Client remains liable to settle the original Order, until any relevant amendment or cancellation is effected;

- (b) the execution of an Order placed through the DMA Service may be delayed by filters or other electronic features of the electronic system;
- (c) FNZ Securities is not responsible for the processing, execution or cancellation of any Orders submitted through the DMA Service, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry or for any delays in relation to the same;
- (d) except as required by law, FNZ Securities makes no representations or warranties express or implied with respect to the DMA Service; and
- (e) there are significant risks in trading through a DMA Service because it is serviced by means of computer and telecommunications systems, even where generally accepted industry standards and practices are followed, including that the Client's data may not be protected, and there are risks that other users of the DMA Service, institutions or brokers may be able to see the Client's Orders and other communications relating to trading and execution without the Client's (or FNZ Securities') consent and that third parties (including persons on private networks) will have the ability to attach to the Client's network.

#### 1.6 Exercise

You agree that FNZ Securities will automatically exercise any open Derivatives Contracts taken or bought by you if the Derivatives Contracts are in the money at expiration of the contract and that you are entitled to any surplus resulting from the exercise of any such Derivatives Contracts. All unexercised Derivatives Contracts will expire on the expiry date.

## 2. CLEARING ARRANGEMENTS AND RELATIONSHIP WITH ASX AND ASX CLEAR

### 2.1 The Client's relationship with FNZ Securities

The Client acknowledges that FNZ Securities will not provide financial product advice, or legal, tax, financial or accounting advice or make any financial product recommendations to the Client as part of the service to be provided to the Client by them.

### 2.2 Wholesale Client status

The Client acknowledges and agrees that:

- (a) it is, as at the date of this agreement, a Wholesale Client for the purposes of the Corporations Act;
- (b) it will provide to FNZ Securities any and all documentation it may require for the purposes of confirming its Wholesale Client Status, including, but not limited to, an "accountant's certificate" upon entering into this agreement and either every two years or upon such a certificate becoming invalid, whichever arises sooner, as is required under the Corporations Act; and
- (c) it will, for the duration of this agreement, do all things necessary to maintain its Wholesale Client status.

### 2.3 Nature of FNZ Securities' obligations [ASIC Minimum Term 3.1.7(1)(d)(i) and ASX Clear Minimum Term 4]

The Client acknowledges that:

- (a) notwithstanding that FNZ Securities may act in accordance with the instructions of, or for the benefit of, the Client, any Derivatives Contract arising from any order submitted to ASX is entered into by FNZ Securities as principal; and
- (b) upon registration of a Derivatives Contract with ASX Clear in the name of FNZ Securities, FNZ Securities incurs obligations to ASX Clear as principal, even though the Derivatives Contract may have been entered into on the Client's instructions.

### 2.4 Obligations of Client owed to FNZ Securities

On execution of a Derivatives Transaction by FNZ Securities (or another Trading Participant where the Derivatives Transaction is allocated or transferred to FNZ Securities as contemplated by clause 8.3) on behalf of the Client:

- (a) FNZ Securities (and not that other Trading Participant or its clearing participant) is obliged as principal and has the Clearing Obligations (as defined in the ASX Operating Rules) for that transaction (including upon registration, obligations to ASX Clear as principal) even though the transaction has been entered into on the Client's behalf; and
- (b) the Client owes obligations to FNZ Securities in relation to that Derivative Transaction including the obligations set out in this agreement.

Where the Client owes an obligation to deliver funds, security or information to FNZ Securities that obligation will not be satisfied by delivery to FNZ Securities.

### 2.5 Rights of Client [ASX Clear Minimum Term 4]

The Client acknowledges that any benefit or right obtained by FNZ Securities upon registration of a Derivatives Contract with ASX Clear

by novation of a contract under the ASX Clear Rules or any other legal result of registration is personal to FNZ Securities and the benefit of that benefit, right or legal result does not pass to the Client. The Client has no rights, whether by way of subrogation or otherwise, against ASX or ASX Clear in relation to any transactions by FNZ Securities (or any other Market Participant or Clearing Participant) in any Derivatives Contract.

### 2.6 Appointment as agent [ASX Clear Minimum Term 10]

The Client irrevocably appoints severally ASX Clear, and every director, manager and assistant manager for the time being of ASX Clear, at the option of ASX Clear (as applicable) to do all acts and execute all documents on the Client's behalf for the purpose of exercising the powers conferred on ASX Clear under ASX Clear Rule 15 including, the power to transfer or close out Derivatives Contracts if FNZ Securities commits an event of default.

### 2.7 Application of ASX Operating Rules and ASX Clear Rules [ASX Minimum Term 1, ASIC Minimum Term 3.1.7(1)(d)(vii) and ASX Clear Minimum Term 1]

The Client and FNZ Securities agree that the terms of their relationship in respect of Derivatives Contracts, and any dealings between them concerning Derivatives Contracts are subject to, and that they are bound by the Corporations Act, the ASIC Market Integrity Rules, the ASX Operating Rules, the ASX Clear Rules and the procedures, customs, usages and practices of ASX, ASX Clear and their related entities, as amended from time to time, in so far as they apply to Derivatives Contracts.

The Client acknowledges that each Derivatives Contract registered with ASX Clear is subject to the ASX Clear Rules and the practices, directions, decisions and requirements of ASX Clear.

## 3. MARGIN CALLS AND COVER

### 3.1 FNZ Securities may call for funds or security [ASX Clear Minimum Term 6]

FNZ Securities may call for payment of money or the provision of other security (**FNZ Securities Cover**) which FNZ Securities considers, in its absolute discretion, appropriate in connection with the obligations incurred by FNZ Securities in respect of Derivative Contracts entered into for the account of the Client. The Client acknowledges that FNZ Securities is entitled to call for FNZ Securities Cover under this clause 3.1 of an amount or value which exceeds the amount of the Cover which FNZ Securities is required to provide to ASX Clear in respect of the Derivative Contracts registered with ASX Clear in a Client Account in respect of the Client. The time by which the Client must pay any amount called or provide security is of the essence. The Client must pay the amounts, or provide the relevant security, within 24 hours of the call for payment.

### 3.2 Application of funds or financial products to satisfy calls

The Client authorises FNZ Securities to withdraw or otherwise apply funds or financial products held on the Client's behalf to partially or fully satisfy such calls.

### 3.3 Authority to provide Cover

If the Client makes money or financial products available to FNZ Securities as FNZ Securities Cover (whether by delivery to FNZ Securities or application by FNZ Securities under this agreement), the Client:

- (a) warrants that the Client is legally entitled and authorised to do so, and that the FNZ Securities Cover is free from all Encumbrances;
- (b) undertakes that the FNZ Securities Cover will not become subject to any Encumbrance at any time other than in favour of ASX Clear; and
- (c) authorises FNZ Securities to pay the money and/or make the financial products available to ASX Clear as Cover, and acknowledges that that Cover provided to ASX Clear is subject to a security interest in favour of ASX Clear to secure the performance by FNZ Securities of its obligations to ASX Clear, and the interest and rights and ownership of ASX Clear over that Cover pursuant to the security interest have priority over the interest and rights, whenever or however acquired or created, of any other person claiming an interest by way of security in that Cover.

### 3.4 Interest on Cover

No interest is payable on moneys or other security provided by the Client to FNZ Securities under this clause.

### 3.5 FNZ Securities may use moneys as Cover

FNZ Securities may itself provide money or other financial products to ASX Clear as Cover for its Clearing Obligations and FNZ Securities will retain any interest it receives on such moneys.

## 4. COMMISSIONS AND FEES [ASX Minimum Term 2, ASIC Minimum Term 3.1.7(1)(d)(iii) and ASX Clear Minimum Term 8]

The Client must pay to FNZ Securities:

- (a) commissions, fees, charges and taxes, charged by FNZ Securities in connection with dealings for the Client in ASX Derivative Products at the rates determined by FNZ Securities from time to time and notified to the Client in writing; and
- (b) commissions, fees, charges, duties and taxes in connection with dealings for the Client in ASX Derivative Products (including for the transfer of Underlying Financial Products following the exercise of an Options CCP Contract) at the rates determined by FNZ Securities from time to time and notified to the Client in writing.

Commission is payable to FNZ Securities on a contract executed by FNZ Securities for the transfer of Underlying Financial Products following the exercise of a Derivatives Contract. FNZ Securities will pass on part of that commission to the Client. FNZ Securities will account to the Client for such commission after deducting fees which FNZ Securities charges to the Client.

## **5. MONEYS AND DEFAULT**

### **5.1 Client funds and property [ASX Clear Minimum Term 15]**

FNZ Securities must deal with any money and property paid or given to FNZ Securities in connection with the FNZ Securities/Client relationship in accordance with the Corporations Act and the ASX Clear Rules.

### **5.2 Combination, deposit and use of funds [ASX Clear Minimum Term 15]**

- (a) The Client acknowledges that the Client's monies and the monies of other clients of FNZ Securities may under the ASX Clear Rules be combined and deposited by FNZ Securities in a trust account or clients' segregated account. The Client acknowledges that all monies credited to the clients' segregated account maintained by FNZ Securities may be used by FNZ Securities to meet the default of any client of FNZ Securities.
- (b) Despite paragraph (a), FNZ Securities agrees that it will only pay the Client's monies into a trust account.

### **5.3 Set Off**

FNZ Securities is entitled to set off any monies received from the sale of financial products on the Client's behalf against any monies due to FNZ Securities by the Client on any account.

### **5.4 Default [ASX Clear Minimum Term 7]**

If:

- (a) the Client fails to pay, or provide security for, amounts payable to FNZ Securities or fails to perform any obligation arising pursuant to the exercise or settlement of a Derivatives Contract;
- (b) the Client becomes bankrupt or enters into a composition or arrangement for the benefit of creditors or, being a company, a liquidator is appointed to the Client or an administrator, receiver, receiver and manager or official manager is appointed over all or a part of the Client's property or an encumbrancer or its agent takes possession of all or part of the Client's property or the Client enters into any scheme of arrangement with creditors under Part 5.1 of the Corporations Act;
- (c) the Client makes any representation that is incorrect or misleading in any material way with the result that loss or damage is, or is likely to be, suffered by FNZ Securities;
- (d) in the absence of the Client making alternative arrangements, the Client is at any time not contactable by FNZ Securities immediately in order for FNZ Securities to obtain instructions or call for payment of money or the provision of other security;
- (e) the conduct of the Client is such that a reasonably prudent person would be of the view that the Client would be unable to comply with all the Client's obligations under this agreement, including strict compliance with any time limits;
- (f) the Client fails to complete a contract for the transfer of Underlying Financial Products following the exercise of an Option CCP Contract;
- (g) a guarantee or other security provided by the Client to FNZ Securities is withdrawn or becomes ineffective and other replacement security acceptable to FNZ Securities is not provided;
- (h) the Client "fails to settle" for the purpose of the terms of the Client's agreement with FNZ Securities in relation to the execution, clearing and settlement of transactions in financial products quoted on ASX or other Market Transactions; or
- (i) any other event occurs which FNZ Securities and the Client have agreed in this agreement constitutes a default,

(each a **default**), FNZ Securities may, in addition to any other rights which it may have against the Client, without giving prior notice to the Client, take any action, or refrain from taking action, which it considers reasonable in the circumstances in connection with

Derivatives Contracts registered in the Client Account or otherwise entered into for the account of the Client (including, Derivatives Contracts arising from those contracts) and, FNZ Securities may:

- (j) enter into one or more transactions (whether on-market or by private contract, together or in lots for cash or credit and for a price or prices upon such terms and conditions in all respects as FNZ Securities sees fit) to effect the close out of one or more Derivatives Contracts in accordance with the ASX Clear Rules;
- (k) exercise one or more Derivatives Contracts in accordance with the ASX Clear Rules;
- (l) enter into or execute any Cash Market Transaction or Derivatives Transaction (including a Futures Market Contract) as FNZ Securities sees fit, whether or not the Client is permitted under clause 1.1 to place an Order in respect of that kind of transaction);
- (m) sell or cause to be sold:
  - (i) any or all of the Client's property, including any security lodged with FNZ Securities (whether the property or security had been lodged with FNZ Securities in connection with this agreement or for any other reason) or held by FNZ Securities or its Related Bodies Corporate on behalf of the Client or in a Holding in respect of which FNZ Securities, its nominee company or a Related Body Corporate of FNZ Securities is the Controlling Participant; and
  - (ii) any financial products held by FNZ Securities in an account for the Client or otherwise held (including any financial products in a Holding in respect of which FNZ Securities, its nominee company or a Related Body Corporate of FNZ Securities is the Controlling Participant);
- (n) exercise any other power, right or remedy which FNZ Securities may have under this agreement or in law or equity;
- (o) exercise or cause to be exercised any other rights conferred by the ASIC Market Integrity Rules, ASX Operating Rules, the ASX Clear Rules or this agreement or perform any other obligations arising under the ASIC Market Integrity Rules, ASX Operating Rules, the ASX Clear Rules or this agreement in respect of any Derivatives Contracts or Derivatives Transactions;
- (p) charge an administration fee calculated by reference to the additional cost which may be incurred by FNZ Securities as a result of the default;
- (q) levy a default charge on the amount of up to 15% per annum;
- (r) apply any cash held by FNZ Securities on the Client's account or to which they have access (including any amount held), or payments received from the Client in reduction of the Client's liability to FNZ Securities; or
- (s) cancel any of the Client's unexecuted orders, and the Client must account to FNZ Securities as if those actions were taken on the instructions of the Client and, is liable for any deficiency and is entitled to any surplus which may result.

In relation to any of the rights exercisable for the benefit of FNZ Securities in the event of a default, the Client authorises FNZ Securities and each of its directors and employees as the Client's attorney to give instructions on behalf of the Client in respect of the Client's holdings of financial products in a in respect of which FNZ Securities, its nominee company or a Related Body Corporate of FNZ Securities is the Controlling Participant, or held by FNZ Securities, its nominee company or by their Related Bodies Corporate in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which they are authorised to give instructions, to enable FNZ Securities to realise those financial products or funds and apply the proceeds in reduction of the Client's liability to FNZ Securities and to recover FNZ Securities' costs in so acting.

The Client must pay or reimburse FNZ Securities any such administration fees and default charges (together with any GST payable on those amounts) immediately upon demand or at FNZ Securities' option it may deduct such administration fees and default charges (and any GST) from any proceeds of sale, or proceeds from the close out or exercise of rights in relation to a Derivatives Contract, or other amounts otherwise payable to the Client. FNZ Securities will not be liable to the Client for any failure by FNZ Securities to exercise (or any delay in the exercise by FNZ Securities of) any power under this clause, or any loss incurred by the Client as a result of FNZ Securities not exercising any of its powers under this clause 5 immediately, or at all, following an event of default by the Client.

The Client acknowledges that FNZ Securities, in exercising any of its rights under this clause 5.4, is entitled to act to protect its own

interests and is under no obligation to subordinate the protection of its own interests to those of the Client.

#### **5.5 Effect of liquidation of contract following default**

Upon close out of any Derivatives Contract in accordance with clause 5.4, the Client is liable to pay to FNZ Securities any amount owing to FNZ Securities in respect of that contract. If the Client fails to make that payment within the time specified by FNZ Securities (which time is of the essence), FNZ Securities may deal with any of the Client's money or other property held by FNZ Securities and apply the proceeds against that amount.

#### **5.6 Method of Payment**

Where money is payable to FNZ Securities by the Client (for example where FNZ Securities has called for payment of money under clause 3.1 or has notified the Client of commissions and fees in accordance with clause 4), the Client:

- (a) is not permitted to make payment in cash; and
- (b) will be entitled to make payment from a cheque or savings account by BPAY, where the relevant document provided by FNZ Securities (such as a confirmation or notice as the case may be) bears a Biller Code. Payment by this means will only be acceptable to FNZ Securities if the Client quotes the relevant Biller Code and its BPAY reference number.

#### **5.7 Release**

In consideration of FNZ Securities entering into this agreement with the Client, the Client releases FNZ Securities (and its Related Bodies Corporate and their respective directors, officers, employees and agents) (the **Released Parties**) in respect of all present or future claims the Client may have against the Released Parties or any of them arising out of or in connection with the exercise by FNZ Securities of any of its rights under this clause 5.

### **6. ACKNOWLEDGMENTS AND WARRANTIES**

#### **6.1 Change of Participant [ASX Clear Minimum Term 16]**

If the Client receives a Participant Change Notice from FNZ Securities and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Participant, the Client is under no obligation to agree to the change of Participant, and may choose to do any of the things set out below.

The Client may choose to terminate this agreement in accordance with clause 10.1 or by giving instruction to FNZ Securities, indicating that the Client wishes to transfer its Derivatives Contracts to another Participant.

If the Client does not take any action to terminate this agreement and does not give any other instructions to FNZ Securities which would indicate that the Client does not agree to the change of Participant then, on the Effective Date, this agreement will have been taken to be novated to the new Participant and will be binding on all parties as if on the Effective Date:

- (a) the new Participant is a party to these this agreement in substitution for FNZ Securities;
  - (b) any rights of FNZ Securities are transferred to the new Participant; and
  - (c) FNZ Securities is released by the Client from any obligations arising on or after the Effective Date,
- and the Client will also be taken to have consented to and authorised:
- (d) the transfer to the new Participant of all the Client's open Derivatives Contracts as at the Effective Date so that they will be registered with ASX Clear in the new Participant's name;
  - (e) the payment or transfer to the new Participant (or a Controlling Participant or nominee nominated by the new Participant) on the Effective Date of all money and other security (including all FNZ Securities Cover) provided to FNZ Securities under this agreement before the Effective Date to be held by the new Participant (or by the nominee or in a Holding in respect of which the new Participant (or another Controlling Participant nominated by the new Participant) is the Controlling Participant as the case may be) under clause 3 of this agreement as novated.

The novation cannot take effect until the Client has received a notice from the new Participant confirming that the new Participant consents to acting as the Participant for the Client. The Effective Date may as a result be later than the date set out in the Participant Change Notice.

The Client will be taken to have consented to the events referred to above by the doing of any act which is consistent with the novation of this agreement to the new Participant (for example by giving an instruction to the new Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

This agreement continues for the benefit of FNZ Securities in respect of any rights and obligations accruing before the

Effective Date and, to the extent that any law or provision of any agreement makes the novation not binding or effective on the Effective Date, then this agreement will continue for the benefit of FNZ Securities until such time as the novation is effective, and the existing Participant will hold the benefit of this agreement on trust for the new Participant.

Nothing in this clause 6.1 will prevent the completion of Derivatives Transactions or Derivatives Contracts by FNZ Securities where the obligation to complete those transactions or contracts arises before the Effective Date and this agreement will continue to apply to the completion of those contracts, notwithstanding the novation of this agreement to the new Participant under this clause 6.1.

#### **6.2 Explanatory Booklet and other documents [ASIC Minimum Term 3.1.7(1)(b) and ASX Clear Minimum Term 3]**

The Client has received and read a copy of the current explanatory booklet published by ASX in respect of each ASX Derivative Product. This does not apply in relation to a Client that is a Wholesale Client.

The Client acknowledges that it has read and understood the documents (if any) given to it under ASX Clear Operating Rule 7.1.1(b).

#### **6.3 Risk and investment in ASX Derivative Products [ASX Clear Minimum Term 3]**

The Client acknowledges that trading in ASX Derivative Products incurs a risk of loss as well as a potential for profit.

The Client acknowledges that it has given consideration to its objectives, financial situation and needs and has formed the opinion that dealing in ASX Derivative Products is suitable for its purposes.

#### **6.4 Dealing as Principal and FNZ Securities taking opposite position [ASIC Minimum Term 3.1.7(1)(d)(ii) and ASX Clear Minimum Terms 5 and 17]**

The Client acknowledges that FNZ Securities may, in certain circumstances permitted under the Corporations Act and the ASX Operating Rules, or the ASX Clear Rules, take the opposite position in a Derivatives Contract, either acting for another client or on its own account. The Client acknowledges that it may only transact in Derivative Transactions if it is not a U.S. person as that term is defined in Rule 902(k) of Regulation S under the Securities Act 1933 (United States).

#### **6.5 Confirmations**

The Client acknowledges that each Derivatives Transaction executed by FNZ Securities and each confirmation (contract note/daily statement) dispatched to the Client by FNZ Securities on its own behalf is subject to:

- (a) the terms and conditions of this agreement;
- (b) the directions, decisions and requirements of ASX, the ASIC Market Integrity Rules, the ASX Operating Rules, the ASX Clear Rules and where relevant, the ASX Settlement Rules;
- (c) the customs and usages of the Market (as defined in the ASIC Market Integrity Rules); and
- (d) the correction of errors and omissions.

The Client authorises FNZ Securities to provide any confirmation electronically. If the Client is a Wholesale Client for the purposes of the ASIC Market Integrity Rules, FNZ Securities may elect not to give any confirmation to the Client in relation to Derivatives Transactions executed for the Client.

#### **6.6 Cancellation of trades**

The Client authorises FNZ Securities, and agrees that FNZ Securities may, without the Client's consent, cancel or amend (or request or agree to the cancellation or amendment of) any Derivatives Contract to which a confirmation relates:

- (a) if requested to do so by the Client in circumstances contemplated by the ASX Operating Rules (as if the Client were a Trading Participant that executed the Order to which the Derivatives Transaction relates);
- (b) if ASX exercises its power under the ASX Operating Rules to cancel or amend (or require the cancellation or amendment of) the Derivatives Transaction or Derivatives Contract; or
- (c) in the event of an Error (as defined in the ASX Operating Rules) or otherwise in the circumstances contemplated in the ASX Operating Rules.

The obligations of FNZ Securities and the Client relating to the settlement of a transaction cease to apply in respect of a cancelled transaction from the time it is cancelled.

### **7. INFORMATION**

#### **7.1 Provision of Information [ASX Minimum Term 3 and ASX Clear Minimum Term 2]**

The Client will take all reasonable steps to deliver information or documentation to FNZ Securities, or cause information or documentation to be delivered to FNZ Securities concerning Derivatives Transactions which are requested by a person having a



right to request such information or document. FNZ Securities is authorised to produce the information or documentation to the person making the request.

## **7.2 Tape recording of conversations [ASIC Minimum Term 3.1.7(1)(d)(iv) and ASX Clear Minimum Term 9]**

The Client agrees that FNZ Securities may record telephone conversations between the Client and FNZ Securities. The Client also agrees that FNZ Securities may use such recordings for the purposes of resolving disputes, and monitoring compliance by the Client with their regulatory and contractual obligations. If there is a dispute between the Client and FNZ Securities, the Client has the right to listen to any recording of those conversations. Nothing in this agreement obliges FNZ Securities to keep a recording longer than 90 days.

## **8. ALLOCATION (GIVE UP)**

### **8.1 FNZ Securities must consent to any give up**

The Client acknowledges and agrees that that FNZ Securities is obliged as principal and has the Clearing Obligations in respect of all transactions in relation to ASX Derivative Products which are executed by FNZ Securities (or by another Trading Participant and then allocated or transferred to FNZ Securities as contemplated by clause 8.3 below) on behalf of the Client, unless, in relation to a specified Derivatives Contract (**Allocated Trade**):

- (a) the Client has consented to the allocation of the Derivatives Contract to another Participant;
- (b) FNZ Securities has consented to the allocation of the Derivatives Contract to that other Participant;
- (c) FNZ Securities has provided that consent prior to the Derivatives Contract being registered with ASX Clear;
- (d) that other Participant has accepted the allocation of that Derivatives Contract in accordance with the ASX Clear Rules; and
- (e) that other Participant has entered into a Client Agreement with the Client which complies with the ASX Clear Rules.

### **8.2 FNZ Securities ceases to have Clearing Obligations following give up**

Clauses 3.1 and 5.4 do not apply in relation to an Allocated Trade, where the Client directs that trades be allocated to a Participant (who is not FNZ Securities) for registration in the relevant Client Account of that other Participant and the other Participant accepts the allocation of those trades for registration, and the trade is allocated by FNZ Securities to the other Participant in accordance with the ASX Clear Rules.

### **8.3 Give up to FNZ Securities and similar arrangements**

The Client acknowledges that FNZ Securities may make arrangements under which Derivatives Contracts executed by a Trading Participant other than FNZ Securities on behalf of the Client, are:

- (a) allocated to FNZ Securities as Clearing Participant for that Trading Participant;
- (b) allocated to FNZ Securities as contemplated by ASX Clear Operating Rule 11.1; or
- (c) transferred to FNZ Securities as contemplated by ASX Clear Operating Rule 13.1.

The Client agrees that the provisions of this agreement will apply to any Derivatives Contracts which are allocated or transferred to FNZ Securities under any such arrangements, unless the Client and FNZ Securities have entered into a separate agreement in respect of any such Derivatives Contracts.

## **9. INDEMNITY**

The Client agrees to indemnify and keep indemnified FNZ Securities from all claims, losses, liabilities, damages and costs (including legal costs on a solicitor and client basis) whatever and however arising suffered or incurred by FNZ Securities directly or indirectly arising out of or in connection with:

- (a) FNZ Securities acting as Trading Participant or Clearing Participant for the purposes of the ASIC Market Integrity Rules, ASX Operating Rules or the ASX Clear Rules as contemplated by this agreement;
- (b) the performance by FNZ Securities of its obligations under this agreement;
- (c) any failure by the Client to strictly comply with, or to perform any of its obligations under, this agreement;
- (d) any representation or warranty given by the Client under this agreement proving to be untrue or incorrect; or
- (e) any Allocated Trade.

## **10. TERMINATION OF AGREEMENT**

### **10.1 Termination by notice [ASIC Minimum Term 3.1.7(2) and ASX Clear Minimum Term 11]**

Either the Client or FNZ Securities may terminate this agreement at any time by giving notice in writing to the other. Termination will be effective upon receipt of the notice by the other party.

### **10.2 Effect of termination [ASX Minimum Term 5 and ASX Clear Minimum Term 12]**

Termination does not affect the existing rights and obligations of the Client or FNZ Securities at or prior to termination. Upon termination of this agreement, FNZ Securities will close out all Derivatives Contracts held by FNZ Securities for the account of the Client, unless, in accordance with a direction from the Client, the registration of those contracts is transferred to another Participant in accordance with the ASX Operating Rules or ASX Clear Rules.

## **11. AMENDMENT**

### **11.1 Revised Terms prescribed by ASX or ASX Clear [ASX Minimum Term 6 and ASX Clear Minimum Term 13]**

If ASX or ASX Clear prescribes amended minimum terms for a Client Agreement for the purposes of the ASX Operating Rules or ASX Clear Rules (**New Terms**), to the extent of any inconsistency between this agreement and the New Terms, the New Terms will override this agreement and apply as if the Client and FNZ Securities had entered into an agreement containing the New Terms.

### **11.2 FNZ Securities to provide Client with copy of changes [ASX Minimum Term 7 and ASX Clear Minimum Term 14]**

FNZ Securities will provide a copy of the New Terms to the Client as soon as practicable after ASX Clear or ASX prescribes the New Terms.

### **11.3 Additional amendments**

Subject to clauses 11.1 and 11.2, you acknowledge and agree that this Derivatives Client Agreement may be amended by FNZ Securities from time to time without the need to obtain your consent, if and to the extent that the amendment:

- a. seeks to clarify any defective or ambiguous provisions in order to ensure that this Direct Debit Agreement has its desired effect;
- b. does not materially adversely affect your rights or obligations; or
- c. is otherwise reasonably considered by FNZ Securities to be minor or trivial.

Where any such amendments are made, the latest version of this document will be made available on the FNZ website at <https://www.fnz.com/fnzsecurities/AUSdisclosures>. In any other circumstances, FNZ Securities will give you 10 days' notice of any amendment to clauses other than those prescribed as being minimum terms, after which time the amendment will become effective.

## **12. SET OFF**

Without limiting clause 5.3, FNZ Securities may, without notice to the Client, combine any account that the Client holds at any branch or office (in Australia or elsewhere) of FNZ Securities with, or set off any amount in any currency that is or may become owing in any currency by FNZ Securities (or any Related Body Corporate or FNZ Securities) to the Client against, any amount owing by the Client to FNZ Securities (or any Related Body Corporate of FNZ Securities). For this purpose, FNZ Securities may:

- (a) change the terms (including the repayment date) of any account or other payment obligation between the parties;
- (b) convert amounts into different currencies in accordance with FNZ Securities' usual practice; and
- (c) do anything (including execute any document) in the name of the Client that FNZ Securities considers necessary or desirable.

This clause 12 overrides any other document or agreement to the contrary.

## **13. NOTICES**

Any confirmation, statement or other written notice (including legal process) served by FNZ Securities on the Client, or served by the Client on FNZ Securities pursuant to this agreement will be deemed to have been duly served and received:

- (a) if given by hand, at the time left at the relevant party's last known place of residence or business;
- (b) if given by mail, 2 Business Days after it is posted where the recipient party's last known address is in Australia, and ten Business Days after it is posted by airmail where the recipient party's last known address is outside Australia;
- (c) if given by facsimile transmission, at the time of transmission to the recipient party's last known facsimile number, or upon acknowledgment by the recipient party; or

- (d) if given electronically, upon receipt of a confirmation of delivery by the party giving the notice of the electronic mail message to the last known electronic mail address of the recipient party.

Unless otherwise specified in this agreement, notices served by FNZ Securities on the Client need not be in writing. In particular, a call under clause 3.1 may be made by telephone to the Client by FNZ Securities.

The Client hereby indemnifies FNZ Securities against any liability, damage, cost or expense incurred by FNZ Securities arising out of FNZ Securities acting (or declining to act) upon a facsimile request or instruction received by FNZ Securities whether directly or through a request made of an officer or employee of any Related Body Corporate of FNZ Securities from the Client or any person purporting to be the Client or the Client's Authorised Representative or agent. FNZ Securities may reserve the right to refuse any instruction transmitted by facsimile.

#### **14. AUTHORITY [ASIC Minimum Term 3.1.7(1)(c)]**

The Client acknowledges that the Client is either:

- (a) acting as principal; or
- (b) acting as an intermediary on another's behalf and is specifically authorised to transact the ASX Derivative Products, by the terms of:
  - (i) an Australian financial services licence under the Corporations Act held by the Client;
  - (ii) a trust deed (if the Client is a trustee); or
  - (iii) an agency contract.

#### **15. REPRESENTATIONS AND WARRANTIES AS TO CAPACITY**

The Client represents and warrants to FNZ Securities that:

- (a) where the Client is a body corporate, the Client is (and will remain) duly incorporated under the laws of the place of its incorporation and has full power and authority to enter into this agreement and deal in ASX Derivative Products, and any person executing this agreement has full power and authority to execute this agreement on behalf of the Client;
- (b) where the Client is a partnership, the Client has full power and authority to enter this agreement and to deal in ASX Derivative Products, and the person executing this agreement has full power and authority to execute this agreement on behalf of the Client;
- (c) where the Client is a natural person, the Client has legal capacity to execute this agreement; and
- (d) in any of the above cases, where the Client enters this agreement as trustee, the Client has full power and authority as such trustee to enter this agreement and to deal in ASX Derivative Products and:
  - (i) it has the right to be indemnified out of the assets of the relevant trust in respect of all and any of its obligations and liabilities under this agreement;
  - (ii) it will remain the owner of the FNZ Securities Cover unless it disposes of them in accordance with this agreement;
  - (iii) FNZ Securities can be subrogated to its right of indemnity;
  - (iv) the transactions contemplated by this agreement are for the benefit and in the best interests of the beneficiaries of the trust; and
  - (v) it has properly exercised its trust powers and has full authority under the trust to enter into the document containing this agreement.

#### **16. INSTRUCTIONS AND AUTHORISED REPRESENTATIVES**

##### **16.1 Powers of Authorised Representatives**

The Client agrees that each of the persons stated in the application form (or otherwise notified by the Client to FNZ Securities) to be an Authorised Representative of the Client has power for and on behalf of the Client and in the Client's name to:

- (a) give instructions to FNZ Securities in relation to FNZ Securities Cover of the Client or in relation to the Derivatives Transactions or Derivatives Contracts including to directing or consenting to dealing by FNZ Securities in any FNZ Securities Cover, Derivatives Transactions or Derivatives Contracts of the Client and any application of the proceeds of any such dealing;
- (b) request and accept drawings;
- (c) do all other acts and things (including completing, executing and delivering documents) as the Authorised Representative thinks necessary or desirable to give effect to the above powers or otherwise in connection with this agreement; and

- (d) appoint other persons (each a "**Delegate**") with power to exercise all or any of the powers of the Authorised Representative conferred by this clause 16.

##### **16.2 Ratification of Decisions**

The Client agrees to ratify and confirm anything done by the Authorised Representative or a Delegate in the exercise of the above powers.

##### **16.3 Revocation of Power**

The Client may revoke an Authorised Representative's powers by notice in writing to FNZ Securities. A declaration by an Authorised Representative to the effect that his or her powers have not been revoked is conclusive evidence of that fact and binding on the Client.

##### **16.4 Indemnity**

The Client hereby indemnifies each of FNZ Securities against any liability, damage, cost or expense incurred by FNZ Securities arising out of it acting upon an oral request received by it whether directly or through a request made of an officer or employee of any Related Body Corporate of FNZ Securities from the Client or any person purporting to be the Client or the Client's Authorised Representative or agent.

#### **17. NO ADVICE**

##### **17.1 FNZ Securities does not provide financial product advice**

The Client acknowledges that FNZ Securities does not provide financial product advice, and the Client must not represent to any person that FNZ Securities has given any financial product advice to the Client.

##### **17.2 Manner in which FNZ Securities exercises its rights is not to be taken to be advice**

FNZ Securities has various rights under this agreement, including:

- (a) the right under clause 3 to require the Client to provide FNZ Securities Cover; and
- (b) various rights under clause 5 if a default occurs in relation to the Client.

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

#### **18. GENERAL**

##### **18.1 Costs and Taxes**

The Client will pay FNZ Securities on demand all stamp duty or any other tax or duty imposed by state or federal legislation and registration fees (if any) payable on or in connection with this agreement or any transaction contemplated by this agreement and any documents executed under or in connection with this agreement or any transaction contemplated by this agreement and all legal costs (on a solicitor and own client basis) and expenses of or in connection with the enforcement or attempted enforcement of this agreement and all costs and expenses including financial institutions duty and debits tax (whether payable directly by FNZ Securities or payable by FNZ Securities by way of reimbursement to the party liable to pay the same) in relation to all transactions (including payments, receipts and banking thereof) and all matters connected with or arising out of or contemplated by this agreement.

##### **18.2 Entire agreement**

This agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.

##### **18.3 Statements by FNZ Securities**

A statement by FNZ Securities on any matter relating to this agreement (including any amount owing by the Client) is conclusive unless clearly wrong on its face.

##### **18.4 Exercise of rights**

No failure or delay on the part of FNZ Securities in exercising any right, power or remedy under this agreement and no course of dealing between FNZ Securities and the Client shall operate as a waiver of any breach or default by the Client nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise of that or any other right, power or remedy.

##### **18.5 Amendments**

Except as provided in this agreement (including in clause 11):

- (a) this agreement may only be amended in writing;
- (b) FNZ Securities may amend this agreement at any time by giving written notice to the Client; and
- (c) an amendment will take effect on and from the date specified by FNZ Securities in the notice being a date not less than 10 Business Days after the date of the notice.

### 18.6 Assignment

The rights and obligations of the Client under this agreement are not capable of assignment. FNZ Securities may assign or transfer its rights under this agreement or in relation to any FNZ Securities Cover without the consent of the Client and free from any rights of set-off or counterclaim. Subject to the ASX Operating Rules, the ASX Clear Rules and the ASX Settlement Rules, FNZ Securities may assign or transfer its rights under this agreement without the consent of the Client and free from any rights of set-off or counterclaim.

### 18.7 Giving effect to agreement

Each party must do anything (including sign or give effect to any document) that FNZ Securities may reasonably require, to give full effect to this agreement or the transactions contemplated by this agreement (including the provisions of clause 5).

The Client appoints FNZ Securities and each officer of FNZ Securities for the time being (each an **Attorney**) jointly and each of them severally to be the attorney of the Client with power in the Client's name and on behalf of the Client to execute any document or sign any agreement on the Client's behalf necessary or to give full effect to this agreement or the transactions contemplated by this agreement.

### 18.8 Joint and several liability

If the Client constitutes more than one person then each of those persons is jointly and severally bound by this agreement and FNZ Securities are entitled to act on the instructions of any one of those persons.

### 18.9 Supervening legislation

Any present or future legislation which operates to vary the obligations of the Client in connection with this agreement, FNZ Securities Cover with the result that FNZ Securities' rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

### 18.10 No withholding

All payments to be made to FNZ Securities must be made without deduction or withholding. If the Client is obliged by law to deduct or withhold any amount from any payment to be made under this agreement the Client will concurrently pay to FNZ Securities such additional amount as will result in FNZ Securities receiving the full amount which would have been received if the deduction or withholding had not been made.

### 18.11 Currency

All payments under this agreement are to be made in Australian dollars, except as FNZ Securities otherwise agrees. If for any reason (including any judgment or order) any amount payable by the Client under this agreement is received or recovered by FNZ Securities in another currency which, upon conversion of the other currency into Australian dollars, is less than the amount which would have been received by FNZ Securities if paid in Australian dollars, then the Client must as an independent obligation indemnify FNZ Securities on demand against the deficiency.

### 18.12 Recovery of GST

If GST has application to any Supply made under or in connection with this agreement, FNZ Securities may in addition to any amount or consideration payable to it under this agreement, recover from the Client an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable by the Client to it at the prevailing GST rate.

Any additional amount on account of GST recoverable from the Client under this clause shall be calculated without any deduction or set-off of any other amount and is payable by the Client upon demand of FNZ Securities, whether such demand is by invoice or otherwise. To the extent that any party to the Terms (**Supplier**), is or becomes liable to pay GST in connection with any Supply made under this agreement:

- the Supplier may add an amount in respect of that GST to the agreed price of the supply;
- any party paying consideration for the Supply will pay the agreed price plus the amount in respect of GST; and
- where required by the GST Law, the Supplier will issue a tax invoice which enables the person receiving the invoice, if permitted by the GST Law, to claim an input tax credit or refund of GST.

### 18.13 Governing law

This agreement is governed by the law in force in New South Wales and the Client, FNZ Securities submit to the non-exclusive jurisdiction of the courts of New South Wales and courts which may hear appeals from those courts.

## 19. DEFINITIONS AND INTERPRETATION

### 19.1 Definitions

In this agreement unless the contrary intention appears:

**Allocated Trade** has the meaning given to it in clause 8.1.

**ASIC Market Integrity Rules** means the *ASIC Market Integrity Rules (Securities Markets) 2017*.

**ASX** means ASX Limited ABN 98 008 624 691 or, where the context requires, the market operated by it.

**ASX Clear** means ASX Clear Pty Limited ABN 48 001 314 503.

**ASX Clear Rules** means the operating rules of ASX Clear as in force from time to time.

**ASX Derivative Product** has the meaning given to it in clause 1.

**ASX Operating Rules** means the operating rules of ASX as in force from time to time.

**ASX Settlement** means ASX Settlement Pty Ltd ABN 49 008 504 532 and its agents appointed under the ASX Settlement Rules.

**ASX Settlement Rules** means the operating rules of ASX Settlement as in force from time to time.

**Authorised Representative** means each of the persons stated in the application form (or subsequently notified by the Client to FNZ Securities in a form acceptable to FNZ Securities) to be an Authorised Representative of the Client.

**Banking Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Sydney.

**Business Day** means a day that is both a Trading Day under the ASX Operating Rules and a Business Day under the ASX Clear Rules.

**Cash Market Transaction** has the meaning given to it in the ASIC Market Integrity Rules and the ASX Operating Rules.

**Clearing Participant** has the meaning given to it in the ASIC Market Integrity Rules and the ASX Operating Rules.

**Controlling Participant** has the meaning ascribed to it by ASX Settlement Rules and includes a person who upon a change of Controlling Participant would be a Controlling Participant.

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

**Derivatives Contract** means a Derivatives Market Contract or Derivatives CCP Contract (each as defined in the ASX Clear Rules).

**Derivatives Transaction** has the meaning given to Derivatives Market Transaction in the ASIC Market Integrity Rules and the ASX Operating Rules and where the context requires includes the sale or purchase of financial products following the exercise of a Derivatives Contract.

**Encumbrance** means any Security Interest, notice under sections 218 or 255 of the *Income Tax Assessment Act 1936* (Cth) or under any similar provision of a State, Territory or Commonwealth law, profit a prendre, equity, interest, garnishee order, writ of execution, right of set-off, assignment of income or monetary claim, and any agreement to create any of them or allow them to exist.

**Futures Market Contract** has the meaning given to it in the ASIC Market Integrity Rules.

**GST** means a goods and services tax or any similar tax imposed in Australia.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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

**Order** means an order or instruction in respect of a client in relation to a Derivatives Transaction, and includes, without limitation, an order or instruction to:

- open or close a position in relation to a Derivatives Contract;
- submit an Exercise Notice to ASX Clear in relation to a Derivatives Contract; and
- buy or sell an Underlying Financial Product.

**FNZ Securities Cover** has the meaning given to it in clause 3.1.

**Related Body Corporate** has the meaning given to it in section 50 of the Corporations Act.

**Security Interest** means any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation.

**Supply** has the meaning given to it in the GST Law.

Other words and phrases defined in the ASIC Market Integrity Rules, the ASX Operating Rules, the ASX Clear Rules or the ASX Settlement Rules have the meaning given in the corresponding rules. The Client may inspect a copy of these rules at FNZ Securities' offices on request.

### 19.2 Interpretation

In this agreement unless the contrary intention appears:

- each gender includes the other genders;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- (c) a reference to this agreement or another agreement includes any variation or replacement of them;
- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) a reference to any thing (including any amount and FNZ Securities Cover) is a reference to the whole and each part of it and a reference to a group of persons (including the Client) is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (g) if an example is given of anything (including a right, obligation or concept), the example does not limit the scope of that thing. For example, a reference to "including" means "including without limitation"; and
- (h) the singular includes the plural and vice versa.

#### **19.3 Headings**

Headings are for convenience only and do not affect the interpretation of this agreement.

#### **19.4 Banking Days**

If any payment falls due on a non-Banking Day it will be made on the succeeding Banking Day.

#### **19.5 Clients**

Where the Client comprises more than one person, the obligations of those persons under this agreement shall be joint and several, a notice or demand given to one such person shall be deemed to have been given to all such persons, and, unless expressly agreed with FNZ Securities to the contrary, each such person shall be deemed to be the agent of the others.

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