

PART E: MORRISON SECURITIES EQUITIES TERMS & CONDITIONS

for clients of STAX Trade Pty Ltd ABN 59 647 805 285 CAR No.
1285675 of Ricard Securities Pty Ltd AFSL No. 299812
ABN 59 104 837 952 (Intermediary)

TERMS OF YOUR AGREEMENT WITH MORRISON SECURITIES PTY LIMITED ABN 50 001 430 342 AFSL No 241737 (Morrison Securities)

1. Your agreement with Morrison Securities

Morrison Securities is admitted as a Trading Participant of one or more Australian Exchanges. Morrison 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**) and Chi-X Australia Pty Ltd ABN 47 129 584 667 (**CHI-X**).

By placing an Order with the Intermediary (as your agent) to purchase or sell Exchange Traded Products by means of an Exchange Transaction, you accept and agree to be bound by the terms and conditions set out below in this document (**Terms and Conditions**).

If you wish to buy or sell or otherwise deal in Exchange Traded Products on an Australian Exchange, the Intermediary will (as your agent) communicate your Order to Morrison Securities. Morrison Securities will, subject to these Terms and Conditions, execute or facilitate that Order on your behalf and will clear and settle the Exchange Transactions that result from the execution or facilitation of your Orders. Accordingly, Morrison Securities will carry the obligations to complete the sale or purchase, together with all the obligations which are ancillary to the completion (**Settlement Obligations**). Morrison Securities must also settle such Exchange Transactions as principal with ASX Clear or the relevant counterparty even though the Exchange Transaction was entered into on your behalf. Accordingly, your clearing and settlement obligations under the sale or purchase contract are owed directly to Morrison Securities and not to the Intermediary.

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 an Exchange Transaction, Morrison Securities has direct rights against you, including rights of sale under the ASIC Market Integrity Rules, Exchange Rules and ASX Clear Rules and those described in these Terms and Conditions.

2. Conduct of Business

You acknowledge and agree:

- a. to comply with these Terms and Conditions, all applicable laws, the ASIC Market Integrity Rules, Exchange Rules, ASX Clear Rules and ASX Settlement Rules and the directions, decisions and requirements of each Relevant Exchange and the customs and usages of the Market. Upon request, you are able to inspect copies of the ASIC Market Integrity Rules, Exchange Rules, ASX Clear Rules and ASX Settlement Rules at the Intermediary's offices; and
- b. that all Exchange Transactions are subject to the ASIC Market Integrity Rules, Exchange Rules, ASX Clear Rules, the directions, decisions and requirements of an Australian 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 Exchange Traded Products approved for settlement by ASX Settlement, the ASX Settlement Rules.

3. Sponsorship

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

4. Orders and instructions

You agree that:

- a. if you wish to place any Order, you must do so with the Intermediary (such communications to be given in the form and manner agreed with the Intermediary from time to time), and you authorize the Intermediary, as your agent (and not as the agent of Morrison Securities), to communicate your Order and other instructions or information to Morrison Securities;
- b. Morrison Securities may provide communications to you through the Intermediary and not directly to you.

Morrison Securities will not act on any Orders or other instructions or information communicated directly to it by you (and not the Intermediary). You may only terminate the Intermediary's authority to act on your behalf by terminating this agreement.

As a Participant of one or more Australian Exchange, subject to your instructions, Morrison Securities is required to handle and execute Orders in accordance with the ASIC Market Integrity Rules. A copy of the Morrison Securities Best Execution Policy as at the date of

these Terms and Conditions is attached as Schedule 4. Morrison Securities may from time to time amend its Best Execution Policy and make such amendments available on its website or through the Intermediary, or otherwise notify you of the amended Best Execution Policy.

Morrison Securities may at any time, in its absolute discretion, refuse to accept any Order from, or execute Orders for you. For example, Morrison Securities may refuse to accept your Order if it would require Morrison Securities to act otherwise than in accordance with its Best Execution Policy.

Subject to any instructions from you, Morrison Securities will generally execute Orders in the sequence in which they are received. However, you acknowledge and agree that:

- a. Your Order may be automatically crossed against other orders before reaching the Market;
- b. Morrison 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 Morrison 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 ASIC Market Integrity Rules. Unless you notify Morrison Securities to the contrary, you will be taken to have consented to Morrison 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 Morrison Securities through the Intermediary;
- c. you will be charged the normal rate of commission by the Intermediary for Orders which are crossed with Morrison Securities principal orders unless, if you are a retail client (as defined in the Corporations Act), we are not permitted to do so under the Corporations Act or the ASIC Market Integrity Rules; and
- d. an Order once accepted by Morrison 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
- e. an Order to transact in an AQUA Product is not traded on a Australian Exchange and comprises an application by you to the relevant product issuer. You acknowledge and agree that:
 - i. Morrison 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;
 - ii. Morrison Securities has no liability to you or the Intermediary 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.

5. Orders relating to sales

You agree that whenever you place a sale Order with the Intermediary, you must notify the Intermediary 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 the Intermediary, 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 the Intermediary at the time of placing the sale Order:

- a. the number of Exchange Traded Products to be sold that are to be delivered under the Securities Lending Arrangement;
- b. a description of the Exchange Traded Products (e.g. fully paid ordinary shares); and
- c. the name of the entity that issued the Exchange Traded Products (e.g. Westpac Banking Corporation).

You acknowledge that Morrison Securities will not be permitted to execute a sale Order for you unless you have informed the Intermediary whether or not the sale Order relates to a covered short sale. You agree that, each time you place a sale Order with the Intermediary and notify the Intermediary that the sale Order relates to a covered short sale, you will be taken to have warranted and represented to Morrison Securities and the Intermediary 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).

6. Orders to purchase Warrants

If you place an Order to purchase Warrants, the terms in Schedule 1 will apply to you.

7. Orders to purchase partly Paid Securities

If you place an Order to purchase Partly Paid Securities, the terms in Schedule 2 will apply to you.

8. The Intermediary's use of a DMA Service

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

- 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. you remain 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. Morrison 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, Morrison 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 Morrison Securities) consent and that third parties (including persons on private networks) will have the ability to attach to your network; and
- f. Morrison Securities may terminate the Intermediary's participation in the DMA Service at any time without notice to you.

9. Client's use of a DMA Service

Morrison Securities may provide a 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 Morrison Securities provides the DMA Service to you, the terms in Schedule 3 will apply.

10. Morrison Securities right to require the Intermediary to refuse to accept Orders

You acknowledge that Morrison Securities may at any time in its absolute discretion direct the Intermediary to:

- 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.

11. Purchases and Sales

You must ensure that payment in full is received by Morrison Securities (and not the Intermediary) before the Settlement Date and Time. Morrison Securities will not accept payment in cash. If the Intermediary previously arranged for your Exchange Transactions to be executed by an ASX participant other than Morrison Securities, and you had authorised that other ASX participant (or a Clearing Participant that clears and settles transactions executed by that other ASX participant) to withdraw funds from your cash management account or account with a financial institution (**CMA**) in order to settle Exchange Transactions executed by that other ASX participant for you, you will be taken, when you first place an Order with the Intermediary to be executed by Morrison Securities, to have authorised Morrison Securities (on the same terms as the authority granted to that other ASX participant or Clearing Participant) to withdraw funds from your CMA in order to settle Exchange Transactions which the Intermediary has arranged for Morrison Securities to execute for you, In accordance with the provisions of the Corporations Act), and the regulations made under the Corporations Act, pending settlement by you, these Terms and Conditions and the relevant Confirmation (if any) constitutes notice to you that Morrison Securities may deposit the Exchange Traded Products purchased for you in a particular transaction as security for a loan if Morrison Securities has received and paid for such Exchange Traded Products on your behalf. You must deliver to Morrison Securities (and not the Intermediary) 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:

Morrison Securities Pty Limited
Level 7, 7-15 Macquarie Place
Sydney NSW 2000

If you have entered into a Sponsorship Agreement with Morrison Securities, you will be taken to have satisfied this obligation if you ensure that sufficient Exchange Traded Products are held in your Sponsored Holding with Morrison Securities, those Exchange Traded Products are unencumbered and, if the consent of any third party is required before Morrison Securities may withdraw those Exchange Traded Products, that consent has been obtained and communicated to Morrison Securities.

You irrevocably authorise Morrison Securities to apply any Exchange Traded Products held in your Participant Sponsored Holding to satisfy your Settlement Obligations arising from any Exchange Transaction executed by Morrison 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 Morrison Securities in deliverable form; and
- c. all amounts due and payable by you to Morrison Securities or the Intermediary have been paid.

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

12. No Advice

You acknowledge that Morrison Securities does not provide financial product advice, nor does it accept responsibility for any financial product advice given to you by the Intermediary. You must not represent to any person that Morrison Securities has given any financial product advice to you.

You also acknowledge that the manner in which Morrison Securities may exercise or not exercise, or the timing of or any delay in any exercise by Morrison Securities of any right of Morrison Securities is not to be taken to be financial product advice by Morrison Securities,

13. 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 relevant Exchange Transaction. The Intermediary has no authority to extend the Settlement Date and Time.

14. Warranties by the client

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

- a. you will be in a position to pay the Commission (if any) in respect of the transaction which will result from execution of the Order;
- b. you will be in a position to pay for any Exchange Traded Products purchased and have a presently exercisable and unconditional right to vest any Exchange Traded Products sold in the buyer, to enable settlement at the Settlement Date and Time; and
- c. if your Order relates to mFund Products, that you will be in a position pay Morrison Securities the issue price of the mFund Products to be issued to you and have a presently exercisable and unconditional right to deliver any mFund Products to be redeemed, in enable settlement at the Settlement Date and Time;
- d. if your Order relates to the purchase of a Partly Paid Security, you have made arrangements (to Morrison Securities satisfaction) to pay to Morrison Securities a sufficient amount to cover any liability arising from all possible future calls in respect of the Partly Paid Securities; and
- e. 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.

15. 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)).

16. Confirmations

You will be given confirmations as required by the Corporations Act and the ASIC Market Integrity Rules (**Confirmation**). You authorise Morrison Securities (on its own behalf and on behalf of the Intermediary) to give Confirmations to you electronically to the email address notified to Morrison Securities by the Intermediary on

your behalf from time to time for this purpose. Morrison 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 the Intermediary 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 Morrison Securities enters into multiple Exchange Transactions in order to complete your Order, you authorise Morrison Securities to accumulate those Exchange Transactions (whether executed on the same Australian Exchange or otherwise) on a single Confirmation and to specify the volume weighted average price for those Exchange Transactions on that Confirmation. If requested by you, Morrison Securities will, if required under the ASIC 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 ASIC Market Integrity Rules, Morrison Securities may elect not to give any Confirmations to you in relation to Exchange Transactions executed for you. If Morrison Securities so elects, these Terms and Conditions are taken to be the notification required to be given by Morrison Securities to you under the ASIC Market Integrity Rules.

17. Failure to Settle

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

- a. charge an administration fee calculated by reference to the additional cost which may be incurred by Morrison Securities (including any fail fees imposed by an Australian Exchange or ASX Clear) as a result of your failure to settle;
- b. levy a default charge on the amount from time to time outstanding at a rate of up to 15.0% per annum;
- c. sell (or procure the sale of) any Exchange 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 Morrison Securities and to recover Morrison Securities costs in so acting;
- d. buy in (or procure the buy in of) any Exchange Traded Products sold (and you are fully responsible for any loss in connection with such purchase) and recover Morrison Securities costs in so acting;
- e. sell (or procure the sale of) any Exchange 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 Morrison Securities and to recover Morrison Securities costs in so acting;
- f. apply any cash held by Morrison Securities or the Intermediary on your account or to which they have access, or payments received for or from you in reduction of your liability to Morrison Securities; or
- g. cancel (or instruct the Intermediary to cancel) any of your unexecuted Orders,

and you authorise Morrison Securities and each of its directors and employees as your attorney to give instructions on your behalf in respect of your Exchange Traded Product holdings sponsored by Morrison Securities (or a related body corporate of Morrison Securities) in CHESS, or held by a related body corporate of either of Morrison Securities or the Intermediary in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which either Morrison Securities or the Intermediary is authorised to give instructions, to enable Morrison Securities to realise those Exchange Traded Products or funds and apply the proceeds in reduction of your liability to Morrison Securities and to recover Morrison Securities costs in so acting.

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

If you have not met your settlement obligations owed to Morrison Securities in respect of an Exchange Transaction executed for you by Morrison Securities by the date which is 4 Business Days after the Settlement Date and Time, it is Morrison Securities policy (and Morrison Securities may be obliged under the ASX Settlement Rules), without any notice to you:

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

You must pay or reimburse Morrison Securities any such administration fees and default charges (together with any GST payable on those amounts) immediately upon demand or at Morrison 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.

Morrison Securities will not be liable to you for any failure by Morrison Securities to exercise (or any delay in the exercise by Morrison Securities of) any right Morrison Securities may have against you, or any loss incurred by you as a result of Morrison 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 17 are in addition to any rights that are conferred to Morrison Securities under the Exchange Rules and the ASX Clear Rules.

18. Assignment to the Intermediary of debts owed by you to Morrison Securities

If you have not paid any debt to Morrison Securities, you acknowledge that Morrison Securities may (by notice to you and the Intermediary) assign that debt to the Intermediary and the assigned debt will become an obligation of yours owed to the Intermediary. In the event of such an assignment, the Intermediary (and each of its directors and employees) will have the rights and powers (and may do all the things) set out in clause 17 as if a reference to Morrison Securities were a reference to the Intermediary.

19. Cancellations

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

- a. if requested to do so by the Intermediary in the circumstances contemplated by the ASIC Market Integrity Rules (as if the Intermediary were a Trading Participant that executed that Order to which the Exchange Transaction or Crossing relates);
- b. if an Australian Exchange or a participant of the Australian Exchange exercises its power under the Exchange Rules to cancel or amend (or require the cancellation or amendment of) the Exchange Transaction or Crossing; or
- c. in the event of an Error or otherwise in the circumstances contemplated in the Exchange Rules.

Your obligations referred to in clause 1 of these Terms and Conditions, and Morrison Securities obligations in relation to the settlement of an Exchange Transaction, will no longer apply in respect of a cancelled transaction from the time it is cancelled or, in the case of an amended Exchange Transaction, apply as amended.

20. Interest on Morrison Securities trust account

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

21. Instructions by fax or e-mail

You acknowledge and agree that:

- a. you are and will at all relevant times be authorised to make communications to the Intermediary (who will pass on those communications to Morrison Securities on your behalf) (including as the case may be, to give instructions in respect of transactions in respect of Exchange Traded Products) by email and fax;
- b. communication by email and/or fax is not a secure means of communication and involves higher risks of distortion, manipulation and attempted fraud;
- c. fax communications may be of poor quality or unclear;
- d. you authorise the Intermediary and Morrison Securities to accept and act without any inquiry upon, communications (including instructions) provided by email and/or fax which appear to the Intermediary or Morrison Securities to have been provided by or for you; and
- e. you indemnify the Intermediary and Morrison Securities in respect of any and all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by the Intermediary or Morrison Securities as a result of the Intermediary or Morrison Securities acting on communications (including instructions) provided by email and/or fax.

22. Information

You warrant that all information provided by you to the Intermediary or Morrison Securities is, or will be when given, accurate, true and

correct and further agree to immediately notify Morrison Securities in writing upon becoming aware that such information is no longer accurate, true and correct. You agree that Morrison Securities and the Intermediary may share such information, as well as your account details and information regarding your transactions in Exchange Traded Products with each other and with Morrison Securities related bodies corporate on a confidential basis as Morrison Securities considers appropriate. You agree that Morrison Securities may use information provided by you to verify any security holdings with company registries on your behalf. You also consent to Morrison Securities and/or the Intermediary disclosing this information and your account details to any regulatory authority, and consent to Morrison Securities and/or the Intermediary using such information and your account details for the purposes of monitoring compliance by you, the Intermediary and/or Morrison 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 Morrison Securities holds about you.

You also warrant and represent that you are authorised to provide such information to the Intermediary and/or Morrison Securities (for example, when the information relates to another person, such as where you are a company, that you are authorised to provide information relating to directors and members of the company) and that the provision of the information by you complies with all applicable privacy laws, including the *Privacy Act 1988* (Cth). You also acknowledge that you understand, and agree, that some information that you are requested to provide to the Intermediary and/or Morrison Securities:

- a. may be for the purpose of or connected to verifying the identity of you or another person or for other reasons relating to compliance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the rules made under that Act;
- b. such verification may involve use of third party systems and services, such as document verification services; and
- c. may be transmitted to New Zealand.

23. Tax File Number

Morrison Securities is an Australian financial service licensee that is authorised by law to request your TFN. You are not required to provide your TFN and failing to provide your TFN to Morrison Securities is not an offence. If Morrison Securities is unable to quote your tax file number or exemption to registries, it may be obliged to take tax at the highest marginal rate from any dividends, distributions, interest and payments to which you are entitled. Accordingly, failing to provide your TFN or not permitting Morrison Securities to quote it in relation to an investment may have taxation consequences. You may wish to seek independent advice in this regard.

By providing a TFN and signing the Application Form you:

- a. appoint Morrison Securities as your agent and request and authorise Morrison Securities to;
 - (i) provide your Tax File Number to all investment bodies with whom Morrison Securities acts on your behalf;
 - (ii) apply your TFN to any investment or account which you may in future make or open with or through Morrison Securities (and their related bodies corporate) to which your TFN may lawfully be applied; and
- b. acknowledge that this authority will apply until such time as it is revoked in writing to Morrison Securities.

Despite the other terms in this section, you may instruct Morrison Securities in writing at the time of making an investment, not to quote your TFN in relation to that investment.

24. Electronic Verification

Morrison Securities may use the personal information collected about you in the Application Form for any purpose stated in the Privacy Statement as well as for the purposes of verifying your identity in accordance with our obligations under the Anti-Money Laundering Laws. Morrison Securities conduct electronic verification checks which means:

- a. We may disclose personal information about you to a credit reporting agency for the purposes of providing an assessment as to whether the personal information matches (in whole or part) information contained in a credit information file in the possession or control of the credit reporting agency;
- b. The credit reporting agency may provide us with the assessment; and
- c. The credit reporting agency may use the personal information (including your name, residential addresses and date of birth) contained in credit information files of other individuals, for the purpose of preparing the assessment.

Other uses of your personal information by the credit reporting agency are restricted under Privacy laws. By agreeing to this Client

Agreement, you consent to us providing your personal information to a credit reporting agency for electronic verification purposes.

However, if you do not consent to electronic verification as contained in the declarations section of the Application Form, you will need to provide us with original certified copies of documents so that we can verify your identity manually.

25. Indemnity

You must, to the maximum extent permitted by law, at all times and from time to time, indemnify and keep each of Morrison 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:

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

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

26. Credit references

You agree that Morrison 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.

27. Complaints

You have a right to complain about any aspect of your dealings with Morrison Securities, and to have that complaint dealt with in accordance with Morrison Securities complaint resolution procedures. A summary of those procedures is set out below. However, if your complaint relates to services provided by the Intermediary, your complaint should be dealt with in accordance with the Intermediary's complaint resolution procedures. If you have such a complaint, please contact the Intermediary.

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

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

Following receipt of your complaint, the Compliance Manager will acknowledge receipt of it in writing and provide an estimate of the time it will take to investigate the circumstances. The Compliance Manager will fully investigate your complaint and follow up if further information is required from you. The Compliance Manager 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 Morrison Securities is a member of the Australian Financial Complaints Authority (**AFCA**), Morrison 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

Facsimile (03) 9613 6399

If you are not satisfied with the response to your complaint, you may wish to pursue the matter with the relevant Australian 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.

28. Compensation arrangements

As Morrison Securities is a Participant of one or more Exchange 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 Chi-X Fidelity Fund) in the circumstances specified under Part 7.5 of the Corporations Act and the Corporations Regulations 2001 (Cth). For more information on the circumstances in which you may make a claim 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 Australian Exchange, you can contact that Relevant Exchange.

The Chi-X Operating Rules require the following disclosure to be given to retail clients of Morrison Securities:

"Chi-X and ASX operate different compensation funds that provide protection for retail investors in the circumstances defined in the Corporations Act and Regulations.

The Chi-X compensation fund covers losses resulting from defalcation or fraudulent misuse of your money, property or authority by a Chi-X participant, subject to certain exceptions. In circumstances where your stockbroker is also an ASX participant, the following applies in relation to such a loss.

If you do not expressly or impliedly instruct your stockbroker, who is a Chi-X participant, to execute your trading instructions on the Chi-X market, and it is not reasonably apparent from the usual business practice of your stockbroker which of the ASX or Chi-X market the participant would use when acting for you, the Chi-X fund will not apply. In this case, the NGF may apply, provided the loss is connected to the ASX market and is covered by the NGF claims provisions. The NGF claims provisions are set out in Division 4 of Part 7.5 of the Corporations Act and Regulations (for further information see the legislation and the NGF Information Booklet available at www.segc.com.au). Note that if your stockbroker is not an ASX participant, the NGF will not apply in any circumstance."

Morrison Securities takes no responsibility for the accuracy of this disclosure. If you have any queries concerning the content of the above disclosure, please contact Chi-X directly on (02) 8078 1700.

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

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

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

29. 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 your Intermediary and give receipts to Morrison Securities in relation to any purchase or sale of Exchange Traded Products or other matters to which these Terms and Conditions relate.

30. Amendment

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

31. Governing law

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

32. References to NSX

At the date of these Terms and Conditions Morrison Securities is not a participant of NSX. Accordingly, references in these Terms and Conditions to NSX or Exchange Rules or Market Integrity Rules do not apply in so far as they relate to NSX or to the execution of Exchange Transactions on NSX. Morrison Securities will notify you if it becomes a participant of NSX, in which case those provisions will apply and the provisions of these Terms and Conditions will apply to transactions to be executed on NSX (modified as necessary and taking into account the fact that transactions executed on NSX are not cleared) as if references to ASX were to NSX, to Exchange Transaction were to a transaction executed on NSX, and to the ASX Operating Rules were to the equivalent NSX Operating Rules.

33. Interpretation

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

ASIC means the Australian Securities and Investments Commission.

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

ASX means ASX Limited ABN 98 008 624 691.

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

ASX Clear Rules means the operating rules of ASX Clear 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.

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

Best Execution Policy means the policy issued by Morrison Securities and given to you in accordance with the ASIC Market Integrity Rules that is attached to these Terms and Conditions as Schedule 4.

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

Chi-X Market Integrity Rules means the *ASIC Market Integrity Rules (Chi-X Australia Market) 2011* as amended from time to time.

Clearing Participant means a person admitted as a participant under the ASX Clear Rules.

Confirmation has the meaning given to it in clause 16.

Corporations Act means the *Corporations Act 2001* (Cth) as amended from time to time.

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

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

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

Exchange Traded Products has the meaning given to Cash Market Products in the ASIC Market Integrity Rules

Exchange Transaction has the meaning given to Cash Market Transaction in the ASIC Market Integrity Rules

Intermediary means the AFSL holder or Corporate Authorised Representative of an AFSL holder with whom you instructed to buy/sell financial products on your behalf.

Market means the market operated by the relevant Market Operator under the ASIC 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 an Australian Exchange.

mFund Product has the meaning given to Managed Fund Product in the ASX Operating Rules.

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

NSX Market Integrity Rules means that ASIC Market Integrity Rules (NSXA Market) 2010.

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

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

Partly Paid Security means a financial product quoted on an Australian 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.

Securities Lending Arrangement has the meaning given to it in section 1020AA of the Corporations Act.

Trading Participant has the meaning given to that term in the ASIC Market Integrity Rules

Warrant has the meaning given to it in the ASX Operating Rules.

You means the person or persons in whose name the account is opened with Morrison 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.

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, Schedule 2, Schedule 3, Schedule 4 and Schedule 5 have the meanings given to them in the ASIC Market Integrity Rules, Exchange Rules, ASX Clear Rules or the ASX Settlement Rules. If you require a copy of these definitions, please contact the Intermediary.

You agree that in the event of any inconsistency between this document and any applicable laws, the ASIC Market Integrity Rules, 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 Morrison Securities as notified to you from time to time.

Morrison Securities Pty Limited

A participant of ASX Group

ABN 50 001 430 342

AFSL No. 241737

SCHEDULE 1

WARRANT CLIENT AGREEMENT

The following terms and conditions apply if you are to purchase Warrants. You agree and acknowledge that:

- a. you have received and read a copy of the Explanatory Booklet issued by ASX in respect of Warrants ("Understanding Trading and Investment Warrants", available electronically at the following link: <http://www.asx.com.au/education/download-brochures.htm#warrants> or in paper form on request by contacting the Intermediary);
- b. a Warrant has a limited life and cannot be traded after its expiry date;
- c. you are aware that Warrants do not have standardised Terms of Issue and it is your responsibility to become aware of the Terms of Issue of any Warrant in which you invest;
- d. Warrants may be subject to adjustments after their initial issue. You acknowledge that it is your responsibility to become aware of any adjustments which may have been made to any Warrant in which you choose to invest;
- e. admission to Trading Status of a Warrant does not imply that an Australian Exchange or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor; and
- f. failure of the Warrant-Issuer or Guarantor (if applicable) to fulfil their obligations does not give rise to a claim against the Intermediary, Morrison Securities, a Relevant Exchange, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

SCHEDULE 2

PARTLY PAID SECURITY AGREEMENT

The following terms and conditions apply if you are to purchase Partly Paid Securities. You agree and acknowledge that you are aware that:

- a. a Partly Paid Security is a security which may require you to make a further payment or payments at some time in the future;
- b. it is your responsibility to obtain and read a copy of the prospectus, product disclosure statement or information memorandum issued by an Issuer which sets out the particular features of, and rights and obligations attaching to, a Partly Paid Security before placing an order to buy a Partly Paid Security;
- c. you may be liable for further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an Issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against you to recover the outstanding payments and/or may result in the forfeiture of your entitlement to the Partly Paid Security;
- d. in certain circumstances you may be liable to make a further payment on a Partly Paid Security despite the fact that you may have disposed of a Partly Paid Security prior to the date that a further payment falls due;
- e. you should monitor announcements made by the Issuer of a Partly Paid Security and that it is your responsibility to inform yourself of the date/s or circumstances that a further payment falls due and the last day that you can dispose of the Partly Paid Security before becoming liable for a further payment;
- f. the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due; and
- g. an obligation on you in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against the Intermediary, Morrison Securities, a Relevant Exchange, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

SCHEDULE 3

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 Morrison Securities (or the Intermediary) to the Client. Morrison 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 Morrison Securities may, in its absolute discretion:

- a. refuse to approve as an Authorised Person any person nominated by the Client for that purpose;

- b. revoke its approval of an Authorised Person at any time; and
- c. from time to time test whether an Authorised Person has adequate knowledge of the DMA Service and the Dealing Rules (as defined in the ASIC Market Integrity Rules), directions, decisions and requirements of an Australian Exchange relevant to the type of order submission facilities given to the Authorised Person by Morrison Securities.

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

2. USE OF THE SYSTEM

The Client acknowledges that:

- a. the DMA Service is accessible through the DMA System;
- b. neither Morrison Securities nor any related body corporate of Morrison 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;
- c. neither Morrison Securities nor the Intermediary nor any related body corporate of Morrison Securities or the Intermediary 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;
- d. the Client is solely responsible for assessing the adequacy of the DMA System and for deciding whether or not to access it; and
- e. it is the Client's responsibility to obtain, at its own expense, all hardware and software to be used by the Client in connection with use of the DMA Service.

3. 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:

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

4. SUBMITTING ORDERS THROUGH THE DMA SERVICE

4.1 Permission to submit Orders using Security Information

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

4.2 Responsibility for submitting Orders

The Client:

- a. determines the time at which Orders are submitted through the DMA Service;
- b. 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 Morrison 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.

4.3 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 Morrison Securities principal orders being satisfied ahead of an Order.

4.4 Acknowledgment about resubmitting purged Orders

The Client acknowledges that Orders purged from a Trading Platform by the relevant Australian Exchange will not be resubmitted to that Trading Platform by Morrison Securities or the Intermediary.

4.5 No pre-arranged Orders

The Client undertakes to ensure that any Orders placed through the DMA Service which match opposite orders placed by Morrison 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 Morrison 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.

5. ORDERS RELATING TO DERIVATIVES PRODUCTS

5.1 Derivatives Client Terms

The Client must not submit an Order through the DMA Service in relation to a Derivatives Contract unless the Client has:

- a. been given the documentation (such as the Morrison Securities' product disclosure statement and ASX booklet "Understanding Options Trading"); and
- b. signed any Client agreements, which Morrison Securities is required to give to the Client, or which must be entered into by the Client, under the Corporations Act, ASIC Market Integrity Rules, Exchange Rules, ASX Clear Rules or the ASX Settlement Rules, before Morrison Securities is permitted to accept an Order from the Client in respect of Derivatives Contracts.

5.2 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 Morrison Securities as Buyer and a Derivatives Contract in the same Series or Delivery Month is registered in the Client's account with Morrison Securities as Seller, Morrison 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.

5.3 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 Morrison 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 the Intermediary directly in order to communicate the Client's instruction to exercise that Derivatives Contract (and the Intermediary in turn will be responsible for communicating the Client's instruction to Morrison Securities).

6. TRADING RULES

6.1 DMA Trading Limits

Morrison Securities may at any time through the DMA Service impose, and from time to time vary, DMA Trading Limits. Without limitation, Morrison 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.

6.2 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, the Intermediary or Morrison 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 Morrison Securities from time to time in relation to the DMA Service.

6.3 Filters

Morrison 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 6;
- 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 an Australian 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.

Morrison 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.

6.4 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 Intermediary and the Client remain liable to Morrison Securities to settle the original Order, until any relevant amendment or cancellation is effected; and
- c. Morrison 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.

6.5 Morrison Securities takes no responsibility

The Client acknowledges that Morrison 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.

6.6 Reconciliation

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

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

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

8. MORRISON 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, Morrison 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, Morrison 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 Morrison Securities control.

8.3 Limitation of liability in any event

Morrison 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 Morrison Securities or being lost, rejected or partially received or sent, such that they are not accurately received or sent by the Client or Morrison 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 Morrison Securities) consent and that third parties (including persons on private networks) may have the ability to attach to the Client's network;
- b. Orders and other communications relating to trading and execution and other data submitted to the DMA Service will not remain confidential;
- c. 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
- d. 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

Morrison 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 Morrison Securities. The Client acknowledges that if the Intermediary's participation in the DMA Service is terminated, the Client's participation will also be terminated.

Termination of the Client's participation does not affect its outstanding obligations under this agreement or any other agreement you have with Morrison Securities.

10. DEFINITIONS

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

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 Morrison 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 Morrison 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 Morrison 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) Exchange 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 Morrison Securities or the Intermediary in connection with use of the DMA Service.

Trading Platform has the meaning given to that term in the ASIC Market Integrity Rules.

Words used in this Schedule 3 have the meaning ascribed to them in the Equities Terms and Conditions unless the context requires otherwise.

SCHEDULE 4

MORRISON SECURITIES BEST EXECUTION POLICY

1. INTRODUCTION

The Australian Government introduced legislation to allow for competitive stock exchanges within Australia, in accordance with the ASIC Market Integrity Rules, Morrison Securities Pty Limited (**Morrison Securities**) as a Market Participant has an obligation to obtain the best outcome for its clients when handling and executing client orders in Equity Market Products, where those products relate to trading on the Australian exchange(s). Equity Market Products includes shares, interests in managed investment schemes (including exchange-traded funds), rights to acquire shares or interests in managed investment schemes under a rights issue, and CHES Depository Interests (CDIs) admitted to quotation on ASX. Morrison Securities is also required to establish and implement policies and procedures designed to achieve the best possible outcome for Retail Clients and Wholesale Clients when executing client orders or receiving and transmitting orders for execution. The obligation to obtain the best possible outcome for Clients is referred to in this policy as the "Best Execution" obligation.

This Best Execution policy is designed to provide Clients with a reasonable amount of information in order to allow clients to make an informed decision about whether to instruct Morrison Securities to handle, transmit and execute Orders.

2. MARKET PARTICIPATION AND EXECUTION VENUES

Morrison Securities is a Market Participant of both ASX and Chi-X. Accordingly, the Order Books to which Morrison Securities may transmit your orders may be transmitted for execution are the ASX Trade Match, ASX Centre Point, ASX Volume Match, ASX PureMatch platforms operated by ASX and Chi-X to meet the Best Execution obligations.

The Order Book to which Morrison Securities will transmit your orders will be determined in accordance with the procedures below depending on whether you are a Retail Client or Wholesale Client, as those terms are defined in the Corporations Act.

3. BEST EXECUTION OBLIGATION

Morrison Securities will take all reasonable steps to obtain the best possible outcome for its Clients. Best outcome means different things for different Clients.

3.1 Retail Clients

For Retail Clients best outcome will mean best total consideration being the purchase price paid by the Client plus transaction costs; or the sale price received minus transaction costs, where transaction costs means all costs paid by a Client that are directly related to a particular transaction. If you are a Retail Client this will mean that Morrison Securities will always attempt to obtain the best total consideration for your order unless you specifically instruct us otherwise. Specific instructions must be clear and unambiguous and in writing. Morrison 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 Morrison Securities from following the Client's instructions or achieving Best Execution.

3.2 Wholesale Clients

For Wholesale Clients, best outcome will include price, cost total consideration, speed, likelihood of execution and any other relevant order consideration or specific instructions. Again, specific instructions must be clear and unambiguous and in writing. Morrison Securities will generally give price a higher relative importance when obtaining the best outcome but may also take into consideration a range of different factors, including the requirement for timely execution, the liquidity of the market, potential price impact, and the size of the order.

4. ORDER HANDLING

When Morrison Securities receives, transmits or executes orders in relation to Equity Market Products on behalf of the Client, Morrison Securities will take all reasonable steps to achieve Best Execution. An order may be received by Morrison Securities via email, telephone, facsimile or via the Morrison Securities automated client order processing system (**ACOP**). Where a Client (or representative of an Australian Financial Services Licensee on behalf of its client) sends an order to Morrison Securities the order will be subject to the filters on the ACOP system and where it meets all the filters it will be placed into the ASX central order limit order book or CHI-X central

limit order book. Any order sent via ACOP that does not meet these filters will be referred to a Designated Trading Representative (DTR) who is then required to make relevant enquiries of the order placer and manually enter the order into the relevant order book if it has satisfactorily met all due enquiries.

Morrison Securities uses the Smart Order Router supplied by external vendor IRESS known as Best Market Router (BMP), to manage Morrison Securities' Best Execution obligations across ASX and Chi-X markets for Equity Market Products. In certain circumstances Morrison may also direct orders manually into a specific order book. All orders that will trade fully or partially immediately will be entered into the relevant market by Morrison Securities DTR's, via ACOP or via the Smart Order Router or by being directed to the appropriate order book.

Once the available volume has been exhausted within the relevant price parameters then the order will reside with the ASX market subject to specific instructions from the client. Any client orders that are not market orders will be entered into the ASX market, subject to specific instructions from the client. If the price on the Chi-X market changes after the order has been routed to the ASX market the order will not be transmitted to the Chi-X order book unless there is a specific instruction from the Client as to do so would mean a loss of priority. Similarly, any Wholesale Client iceberg order relating to new portions of the hidden order that become pro-trade transparent will lose priority.

5. SPECIFIC CLIENT INSTRUCTIONS

Any specific instructions provided by Clients will be adhered to by Morrison Securities, and by doing so, the Client may not receive Best Execution. Instructions must be given verbally or in writing and must be provided in a manner that is clear and unambiguous.

Morrison Securities will take all reasonable steps to handle and execute client orders in satisfaction with Client instructions.

Wholesale Clients are able to provide Morrison Securities with standing instructions and these must be in writing. Wholesale Clients are also able to opt-out of Best Execution by providing Morrison Securities with standing instructions which are applicable for 12 months. Any Wholesale Client wishing to opt-out for any periods extending past the initial 12 month period will need to renew the standing instructions every 12 months.

6. VENUE AVAILABILITY

Post the interim period, it is important to note that:

- in circumstances where one market (either ASX or Chi-X) will not be available for trading, is unresponsive or disorderly, orders will be routed to the alternative market unless the client gives express instructions to the contrary.
- the Chi-X and ASX markets do not operate in a similar fashion and in particular the opening and closing market times vary, Chi-X commences trading at 10am and closes at 4.12pm (Australian Eastern Standard Time) with no auction on the open, close or intra-day trading halts as there is for ASX.
- the ASX Purematch trading hours are the same as ASX TradeMatch however there is no auction before and after the standard trading. These variances mean that it may be very difficult to determine where the best outcome might be achieved.
- orders in Chi-X are "day only" orders and will all be purged at the end of trading for the day. This should only impact those orders that have been specifically transmitted to Chi-X and clients should give instructions to transfer orders from this market if they wish to participate in the end of day ASX auction.
- Morrison Securities has chosen to use ASX as the default and therefore all orders will be transmitted to ASX TradeMatch for the auction unless a specific order to the contrary is received.

Any suspension of an equity market product precludes Morrison Securities from transacting or matching on all licensed markets unless such suspension is due to a technical failure.

7. CROSSINGS

In addition to crossings on either of ASX or Chi-X markets it is possible for Morrison Securities to operate its own crossing system. Such a system is an automated service provided by Morrison Securities to its Clients that matches or executes Client orders with orders of Morrison Securities or its Clients. Morrison Securities does not currently operate such a market. If it is deemed appropriate to transmit an order for a Wholesale Client to an existing crossing market with another Market Participant then that other Market Participant will be required to provide best execution.

8. MONITORING AND REVIEW

Morrison Securities will monitor the effectiveness of this Policy on a regular basis and at least annually. It will also review this Policy whenever there is a material change that affects the receipt transmission and execution of a Client order to ensure the Policy remains adequate. On receipt of a reasonable request by a client we will provide the Client with evidence that the order has been executed in accordance with our Policy and will advise the Client of the estimated time to provide the necessary information.

PART F : CHESS SPONSORSHIP

to clients of STAX Trade Pty Ltd ABN 59 647 805 285 CAR No. 1285675 of Ricard Securities Pty Ltd AFSL No. 299812 ABN 59 104 837 952 (INTERMEDIARY)

MORRISON SECURITIES EXPLANATION OF CHESS SPONSORSHIP

1. Explanation of Chess Sponsorship Agreement

This document explains the effect of the CHESS (Clearing House Electronic Subregister System) sponsorship agreement (**Sponsorship Terms**) if you (**Client**) enter into the Sponsorship Agreement with Morrison Securities Pty Limited (**Morrison Securities**). It is important that you read this explanation and the Sponsorship Terms and understand their content before signing the Client Application Form (which includes the Sponsorship Terms). By signing the Client Application Form, you acknowledge that you have understood the effect of the Sponsorship Terms.

You are entitled to receive a copy of the executed Sponsorship Terms. You can request a copy of the executed Sponsorship Terms by contacting the Intermediary.

2. What is the purpose of the Sponsorship Terms?

The Sponsorship Terms appoint us as your "controlling participant" on CHESS. CHESS is a system of registering financial products on computer so instead of holding certificates to show that you own shares or other financial products, under CHESS you have financial products registered in your name to show that you own them. CHESS is operated by ASX Settlement Pty Ltd ABN 49 008 504 532 (**ASX Settlement**) under the ASX Settlement Rules. Only certain people may control financial products on CHESS (we fall under one of these categories).

By signing the Client Application Form, you appoint us as your controlling participant to control your holding of financial products on CHESS. In other words, we "sponsor" your holdings of financial products on CHESS.

3. Explanation of the Sponsorship Terms

a. Clause 1 - Our authority and obligations

In clause 1 you authorise us to act as your agent on CHESS in respect of your holding(s) of the financial products identified by your HIN on Client Application Form.

Clause 1 also sets out our obligations in relation to the transfer of financial products into or out of your holding. Importantly, we will not usually initiate any transfer or conversion of financial products into or out of your holding without your express authority. However, in limited circumstances, for example, if we ask that you pay for financial products and the purchase price for those financial products remains unpaid, we may sell those financial products at your risk and expense.

Clause 1 also identifies the regulatory regime which applies to us and with whom a complaint against us may be lodged.

b. Clause 2 - Acknowledgements by you

Clause 2 contains certain acknowledgements by you. These acknowledgments are that:

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

c. Clause 3 - Security, other interests and subpositions

If you instruct us to lodge financial products as cover for written position in relation to exchange traded options or advise us that an interest has been or will be created over financial products, you give us authority to give effect to your instructions. However, please note that we must always act within the ASX Settlement Rules. You should be aware of the provisions in the ASX Settlement Rules and ASX Clearing Rules as to ASX Clear's power to deal with the

financial products on default by the Clearing Participant and in particular, ASX Clear's power of sale in relation to the financial product without any notice to you.

d. Clause 4 - Information

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

e. Clause 5 – Fees and Indemnities

Clause 5 states that you must pay us fees under the Sponsorship Terms as advised by us from time to time. There are currently no fees payable by you in connection with the Sponsorship Terms.

In clause 5, you also indemnify us – that is, you agree to be responsible for and pay on our demand – for liabilities, losses or costs we suffer or incur:

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

Under clause 5 you also authorise us to debit any amount you owe us to any account you have with us.

f. Clause 6 - Suspension from CHES

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

g. Clause 7 - Complaint procedures

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

h. Clause 8 - Change of controlling participant

Clause 8 contains provisions setting out what is to happen if there is a significant change to the organisational structure of our group or the whole of our business is to be transferred to another controlling participant. In particular, those provisions provide for the novation of the Sponsorship Terms to another controlling participant without the need for you to sign a new sponsorship agreement.

i. Clause 9 - Termination

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

j. Clause 10 - ASX Settlement Rules

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

You have the obligation under clause 10 not to do anything to prevent or hinder us from complying with our obligations under the ASX Settlement Rules.

k. Clauses 11 to 15 - Miscellaneous

Clause 11 clearly sets out the procedure for formal communications between you and us. Importantly, if you give instructions to the Intermediary, we are not obliged to act in accordance with those instructions until they are actually passed on to us.

Clauses 12 and 13 set out the procedure we will follow if we want to waive or vary a provision of the Sponsorship Terms. Note that we usually need your written consent if we want to vary a provision.

Clauses 14 and 15 state that you are entitled to receive a copy of the Sponsorship Terms executed by you and us, and that you instruct us not to send you a hard copy of the Sponsorship Terms executed by us. However, if you ask us at any time, we will send to you a hard copy executed by us. You can request a copy of the executed Sponsorship Terms by contacting your Adviser.

l. Clause 16 - Meaning of words

At the end of the provisions section of the Sponsorship Terms is a dictionary which explains the meaning of key words which appear in the Sponsorship Terms. If you have any questions about the Sponsorship Terms, please contact the Compliance Manager at Morrison Securities Pty Ltd,

Level 7, 7-15 Macquarie Place Sydney NSW 2000 Phone: 1300 363 766

MORRISON SECURITIES SPONSORSHIP AGREEMENT

Parties

The client named on the application form (**Client**); and Morrison Securities Pty Limited, ABN 50 001 430 342, AFSL No. 241737 (**Morrison Securities**).

9. MORRISON SECURITIES AUTHORITY AND OBLIGATIONS

- 1.1 The Client appoints Morrison Securities as its Controlling Participant for CHES to provide transfer and settlement services as agent for the Client with respect of the Client's holding with the Holder Identification Number (**HIN**) identified on the Client Application Form. A HIN is a number that is used to identify a holding in CHES. The Client authorises Morrison Securities as the Client's agent to do any act under CHES relating to the Client's holding.
 - 1.2 Subject to clause 8, Morrison 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.
 - 1.3 Subject to clause 1.4, Morrison 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 Morrison Securities to purchase financial products the Client will pay for that purchase within 2 business days from the day of date of the purchase.
 - 1.4 If Morrison Securities demands that the Client pay for financial products, but the purchase price for those for financial products remains unpaid, Morrison Securities may sell those financial products at the Client's risk and expense (including any brokerage, stamp duty, GST and other applicable charges).
 - 1.5 If Morrison Securities claims that the Client has not paid Morrison Securities an amount lawfully owed to Morrison Securities, Morrison 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).
 - 1.6 Subject to clauses 1.4 and 1.5, Morrison Securities will initiate any transfer, conversion or other action necessary to give effect to withdrawal instructions within the scheduled time.
 - 1.7 The regulatory regime which applies to Morrison 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 Morrison Securities status from ASIC, ASX, ASX Clear and ASX Settlement.
 - 1.8 A complaint against Morrison Securities may be lodged by the Client with Morrison Securities, ASIC, ASX, ASX Clear, ASX Settlement or the Financial Ombudsman Service (whose postal address is GPO Box 3, Melbourne, VIC, 3001). The Client may lodge a claim for compensation with Morrison Securities or, if the circumstances specified in Part 7.5, Division 4 of the Corporations Regulations apply, with the National Guarantee Fund.
- 2. ACKNOWLEDGEMENTS BY THE CLIENT**
- 2.1 The Client acknowledges that:
 - (a) before the Client signs these Sponsorship Terms Morrison 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 CHES 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 CHES subregister); and
 - (d) if Morrison 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 Morrison Securities,

- other than in relation to the rules relating to sponsorship agreements.
- 2.2 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, Morrison 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.
- 2.3 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 Morrison Securities or that Morrison 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. SECURITY, OTHER INTERESTS AND SUBPOSITIONS**
- 3.1 If the Client instructs Morrison Securities that financial products are to be lodged with ASX Clear as cover for written positions in the market for exchange traded options operated by ASX, the Client:
- (a) authorises Morrison Securities to reserve the financial products in a 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 the relevant Clearing Participant of its obligations to ASX Clear under and in accordance with ASX Clear Rules 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 Rules;
 - (c) acknowledges that the financial products will remain subject to that security interest for so long as those financial products remained reserved in the subposition in accordance with ASX Clear Rules 14.6.7; and
 - (d) authorises Morrison Securities to take whatever action is required by ASX Clear or the ASX Settlement Rules to give effect to that cover;
 - (e) warrants that the financial product is not and may not be subject to any other security interest, other than where the parties to the security interest agree between themselves in writing that ASX Clear's security interest in respect of the financial product has priority over that security interest, and the parties hold the benefit of such agreement on trust for the benefit of ASX Clear, unless ASX Clear otherwise agrees in writing, or is otherwise a security interest as permitted under the ASX Clear Operating Rules or the ASX Settlement Rules.
- 3.2 If Client instructs Morrison Securities that a charge or other interest in financial products has been or is to be given to a person, then the Client authorises Morrison 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.
- 3.3 Morrison Securities may take steps to create a subposition over the Client's holding in the circumstances contemplated by clauses 3.1 or 3.2. Morrison Securities may also create a subposition if the Client consents. If Morrison 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.

4. INFORMATION

- 4.1 The Client must promptly give Morrison Securities any information or documents that Morrison Securities asks for to enable Morrison 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.
- 4.2 The Client must, in respect of each holder record (which exists or is to be created) for the Client, ensure that Morrison Securities is advised of the registration details (including any applicable residency indicator).
- 4.3 The Client must ensure that the information referred to in clause 4.2 above is provided to Morrison 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.
- 4.4 If the Client does not ensure that Morrison Securities is advised of a residency indicator but Morrison Securities has been provided with a street address, then Morrison 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.
- 4.5 If Morrison Securities suffers any claim, liability, direct or consequential loss (including to ASX Settlement or an issuer) or incur any cost, charge or expense of any nature as a result of the Client providing (or procuring the provision) or being taken to provide inaccurate registration details, or failing to provide (or procure the provision of) accurate registration details, the Client must on demand fully indemnify Morrison Securities and keep Morrison 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.
- 4.6 Information or documents the Client gives to Morrison 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 Morrison Securities officers, employees, advisers and agents; or
 - (d) with the Client's consent; or
 - (e) to enable Morrison Securities to enforce its rights.
- 5. FEES AND INDEMNITIES**
- 5.1 The Client must pay Morrison Securities fees in connection with these sponsorship arrangements as advised by Morrison Securities from time to time.
- 5.2 If the Client does not pay Morrison Securities an amount when it is due, Morrison Securities can charge interest on the overdue amount. Morrison Securities does this using the method and interest rate Morrison Securities determines from time to time.
- 5.3 The Client indemnifies Morrison Securities against, and the Client must therefore pay Morrison Securities on demand for liability, loss or costs (including consequential or economic loss) Morrison Securities suffers or incurs:
- (a) in connection with Morrison Securities performing its obligations under these Sponsorship Terms; or
 - (b) in connection with Morrison Securities acting as the Client's "controlling participant" or agent for the purposes of CHESS; 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.
- 5.4 The Client must pay to Morrison Securities these amounts when Morrison Securities asks. Morrison Securities may also debit any of these amounts to any account the Client has with Morrison Securities even if Morrison Securities does not expressly ask the Client to pay Morrison Securities.
- 5.5 The indemnity in clause 5.3 is a continuing obligation, independent of the Client's other obligations to Morrison

Securities. It continues even after these Sponsorship Terms are terminated. It is not necessary for Morrison Securities to incur expense or make payment before enforcing a right of indemnity conferred by these Sponsorship Terms.

6. SUSPENSION FROM CHESSE

- 6.1 If Morrison Securities is suspended from CHESSE participation, (subject to the assertion of an interest in financial products controlled by Morrison Securities, by the liquidator, receiver, administrator or trustee of Morrison 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:
- from the CHESSE subregister; or
 - from Morrison Securities control to the control of another Sponsoring Participant with whom the Client has entered into a valid sponsorship agreement pursuant to rule 12.19.10 of the ASX Settlement Rules.
- 6.2 If the Client does not give ASX Settlement such a notice, ASX Settlement may effect a change of controlling participant under rule 12.19.11 of the ASX Settlement Rules, 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.
- 6.3 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.

7. COMPLAINT PROCEDURES

- 7.1 Except as referred to in clause 7.2, no external compensation arrangements apply to the Client in relation to this sponsorship agreement.
- 7.2 If Morrison Securities breaches a provision of these Sponsorship Terms and the Client makes a claim for compensation pursuant to that breach, Morrison Securities ability to satisfy that claim will depend upon Morrison Securities financial circumstances.
- 7.3 If a breach by Morrison 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.
- 7.4 If Morrison Securities breach these Sponsorship Terms, the Client may refer that breach to any regulatory authority, including ASX Settlement.

8. CHANGE OF CONTROLLING PARTICIPANT

- 8.1 If the Client receives a Participant Change Notice from Morrison 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 8.2 or 8.3.
- 8.2 The Client may choose to terminate these Sponsorship Terms by giving withdrawal instructions under the ASX Settlement Rules to Morrison Securities indicating whether the Client wants to:
- transfer the Client's Participant Sponsored Holding to another controlling participant; or
 - transfer the Client's Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 8.3 If the Client do not take any action to terminate the agreement in accordance with clause 8.3 above, and do not give any other instructions to Morrison Securities which would indicate that the Client does not agree to the change of controlling participant then, subject to clause 8.8, 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:
- the new controlling participant is a party to these Sponsorship Terms in substitution for the existing controlling participant; and
 - the existing controlling participant is released by the Client from any obligations arising on or after the Effective Date.
- 8.4 The novation in clause 8.3 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.
- 8.5 The Client will be taken to have consented to the events referred to in clause 8.4 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.

- 8.6 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 8.3 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.
- 8.7 Nothing in clauses 8.1 to 8.6 will prevent the completion of CHESSE 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 8.1 to 8.6.
- 8.8 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, Morrison Securities will convert the AQUA Product holdings to Issuer Sponsored Holdings.

9. TERMINATION

- 9.1 Subject to the ASX Settlement Rules, these Sponsorship Terms are terminated:
- 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);
 - if Morrison Securities becomes insolvent;
 - if Morrison Securities status as a Participant of CHESSE is terminated or suspended; or
 - upon the giving of a withdrawal instruction by the Client to Morrison Securities in accordance with rule 7.1.10(c) of the ASX Settlement Rules.
- 9.2 The termination of these Sponsorship Terms does not affect any rights or obligations that have accrued before that time.

10. ASX SETTLEMENT RULES

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

11. MISCELLANEOUS

- 11.1 Unless otherwise required or permitted by Morrison 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:
- delivered to that person's address;
 - sent by pre-paid mail to that person's address; or
 - transmitted by electronic mail to that person's address.
- 11.2 A Notice given to a person in accordance with this clause is treated as having been given and received:
- if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - if it is sent by pre-paid mail on the third Business Day after posting; and
 - 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.
- 11.3 Where the Client is a joint holder, Morrison 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.

12. COMMENCEMENT OF PROVISIONS, WAIVER AND VARIATION

- 12.1 Morrison Securities can vary these Sponsorship Terms by giving the Client written notice of the variation. Morrison Securities will give you:
- at least 8 business days notice of the variation of the variation is, in Morrison Securities reasonable opinion, to remove any inconsistency between these Sponsorship Terms and the ASX Settlement Rules; and
 - at least 20 business days notice in other cases.

- 12.2 Subject to clause 12.1, 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.
- 12.3 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.

13. SET OFF

Morrison Securities may set off any amount Morrison Securities owes the Client against any amount the Client owes Morrison Securities or any of Morrison Securities related companies.

14. APPLICABLE LAW

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

15. COPIES OF THESE SPONSORSHIP TERMS

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

16. MEANING OF WORDS

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

ASX Clear Rules means the operating rules of ASX Clear.

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 operating 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.

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 ASX declares is not a business day.

CHES stands for Clearing House Electronic Subregister System and has the meaning given in the ASX Settlement Rules. It is a system of registering financial products on computer.

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.

Clearing Participant means a participant of ASX Clear.

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.

Issuer has the meaning given in the ASX Settlement Rules.

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

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

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

scheduled time has the meaning given in the ASX Settlement Rules.

The scheduled time varies depending on the act to which it relates.

subposition has the meaning given in the ASX Settlement Rules.

Generally, it means an arrangement under which activity relating to the

financial products may be restricted and access to the financial products given to a person other than the Client's normal sponsor.

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

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

The singular includes the plural and vice versa.

A reference to:

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

PART G: MORRISON SECURITIES DIRECT DEBIT REQUEST AND SERVICE AGREEMENT

DIRECT DEBIT REQUEST

If you complete Section 10 on the Application Form and sign the Application Form in the manner required, you:

- (a) request and authorise Morrison Securities Pty Ltd (ABN 50 001 430 342 Debit User Identification Number 527566) (**Morrison Securities**) to arrange for any amount which you owe to Morrison Securities from time to time to be debited through the Bulk Electronic Clearing System and paid to Morrison Securities from the account you have nominated the Application Form;
- (b) authorise Morrison Securities to debit in accordance with the Direct Debit Agreement the account nominated by you in the Application Form with any amount Morrison Securities may debit or charge you; and
- (c) acknowledge having read and understood, and agree to be bound by, the terms in the Direct Debit Agreement below.

DIRECT DEBIT REQUEST SERVICE AGREEMENT

1. DEFINITIONS

In this Direct Debit Agreement:

Account means the account identified as the direct debit account in Part 10 of the Application Form, but only if that account is held with a Financial Institution.

Agreement means this Direct Debit Request Service Agreement between you and us.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or where there is a public holiday simultaneously in Victoria and New South Wales. **Bulk Electronic Clearing System (BECS)** means the clearing and settlement system regulated by the Australian Payments Clearing Association and used to transfer funds between Australian Bank accounts.

CMA means Cash Management Account

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

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

Direct Debit means the direct debit request which you make to Morrison Securities by completing Part 10 of the Application Form and signing the Application Form.

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

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

2. DEBITING THE CLIENT'S ACCOUNT

- 2.1 By completing Section 10 of the Application Form and signing the Application Form in the manner prescribed, you authorise Morrison Securities to arrange for funds to be debited from the Account and you warrant and represent that you are duly authorised to request the debiting of payments from the nominated bank account.
- 2.2 By providing debit authority on the Account you agree and acknowledge that Morrison Securities has the authority to withdraw funds for the amounts owed to us
- 2.3 Morrison Securities will only arrange for funds to be debited from the Account as authorised in the direct debit request.
- 2.4 If the Debit Day falls on a day that is not a Banking day, Morrison 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.
- 2.5 To facilitate withdrawals from your account, the Financial Institution may require that these payments be processed through a clearing account held by Morrison Securities with the Financial Institution. Payments made through the clearing account are aggregated with payments of other Morrison Securities CMA account holders for the purpose of transferring a single payment between the clearing account and Morrison Securities. You acknowledge that the clearing account is a payment facilitation account and not a trust account, and accordingly is not subject to the trust account rules and protections. For the purpose of client monies rules of Part 7.8 of the Corporations Act, you direct Morrison Securities to facilitate payments for your CMA using the Morrison Securities clearing account of your Financial Institution.

3. YOUR OBLIGATIONS

- 3.1 It is your responsibility to ensure that there are sufficient clear funds available in the Account, by the due date, to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 3.2 If there are insufficient funds in the Account to meet a Debit Payment:

- (a) you may be charged a fee and/or interest by Your Financial Institution;
 - (b) you may also incur fees or charges imposed or incurred by Morrison Securities; and
 - (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in the Account by an agreed time so that Morrison Securities can process the Debit Payment.
- 3.3 You should check the Account statement to verify that the amounts debited from the Account are correct.
 - 3.4 If Morrison Securities is liable to pay goods and services tax (**GST**) on a supply made in connection with this agreement, then you agree to pay Morrison Securities on demand an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
 - 3.5 You agree to comply with the CMA providers terms and conditions

4. AMENDMENTS

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

5. DISPUTE

- 5.1 If you believe that there has been an error in debiting the Account, you should notify Morrison Securities directly on 1300 363 766 and confirm that notice in writing as soon as possible positing to Level 7, 7-15 Macquarie Place Sydney NSW 2000
- 5.2 If Morrison Securities concludes as a result of our investigations that the Account has been incorrectly debited Morrison Securities will arrange for Your Financial Institution to adjust the Account accordingly. Morrison Securities will also notify you in writing of the amount by which the Account has been adjusted.
- 5.3 If Morrison Securities concludes as a result of our investigations that the Account has not been incorrectly debited Morrison Securities will provide you with reasons and any evidence for this finding.
- 5.4 Morrison Securities requests that any queries about an error made in debiting the Account should be directed to Morrison Securities in the first instance (and not to Your Financial Institution) so that Morrison Securities can attempt to resolve the matter with you. If the matter cannot be resolved in this manner Morrison Securities may refer it to Your Financial Institution which will obtain details from you of the disputed transaction. In any event, you may also direct your claim that there has been an error directly to Your Financial Institution at any time.

6. ACCOUNTS

Morrison Securities recommends that you:

- (a) confirm with Your Financial Institution whether direct debiting through the Bulk Electronic Clearing System (BECS) is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution; and
- (b) check that the Account details provided to Morrison Securities are correct by checking them against a recent Account statement from Your Financial Institution.

7. CONFIDENTIALITY AND PRIVACY

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

8. NOTICES

- 8.1 If you wish to notify Morrison Securities about anything relating to this Direct Debit Request Service Agreement, you should contact them directly on 1300 363 766 and or write to Morrison Securities at Level 7, 7-15 Macquarie Place Sydney NSW 2000.
- 8.2 Morrison Securities may send notices either electronically to your email address or by ordinary post to the address you have given Morrison Securities.
- 8.3 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.

9. GOVERNING LAW

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

PART J: MORRISON SECURITIES PRIVACY POLICY AND CLIENT STATEMENT

This Privacy Statement has been created in order to disclose the information gathering and dissemination practices of Morrison Securities.

We may collect your personal information from you when we provide services to you under your agreement with us. Personally identifiable information is any information that personally identifies you. The personal information we hold about you will depend on the services you request from us and the use you make of those services.

However your personal information may include:

- (a) your name, address and contact details;
- (b) account name and account number held by financial institutions from which payments for services provided by us are made; and
- (c) records of communication between you and Sequoia Financial Group Ltd and its related entities (including Morrison Securities Pty Ltd) relating to services provided by us to you.

We may use any information we collect from you, or such other relevant documents, to

- (a) assess your request for us to provide our services to you;
- (b) provide our services to you; and
- (c) comply with legislative and regulatory requirements including the Privacy Act 1988 (Cth).

You must notify us when any of the information provided by you changes.

We may disclose personal information to:

- (a) our related bodies corporate, whether in Australia or overseas;
- (b) our service providers (including marketing companies, data consultants and IT contractors);
- (c) our distributors, suppliers, agents, contractors, and external advisers;
- (d) government and other regulatory bodies and authorities whether in Australia or overseas;
- (e) payment system operators; and
- (f) other financial institutions and credit providers.

You have a right to access any personal information that we hold about you. Sometimes there may be a reason why access will not be possible. If that is the case, you will be told why. To find out what kinds of personal information we may hold about you, or to request access to any personal information, please contact us.

You agree that your personal information can be used or disclosed by us as contemplated in this Privacy Statement. You understand that if you do not provide any information requested by us or do not agree to us using your information as set out in Privacy Statement, we may not be able to provide our services to you.

Privacy complaints

You can complain about breaches of your privacy in writing, either by e-mail, letter, or by phone to:

The Compliance Manager
Morrison Securities Pty Ltd
Level 7, 7-15 Macquarie Place Sydney NSW 2000
Phone: 1300 363 766
E-mail: compliance@morrisonsecurities.com

Additional privacy information

If you want to obtain additional information on the Privacy regulations, you can visit the Australian Federal Privacy Commissioner's website at: www.privacy.gov.au.

PART K: MORRISON SECURITIES FINANCIAL SERVICES GUIDE (FSG)

Issued by Morrison Securities Pty Limited

ABN 50 001 430 342

AFS Licence No. 241737

A Participant of ASX Group

A Market Participant of Chi-X Australia

Date Prepared: 30 July 2019

1. Glossary of terms

AFS Licence means an Australian financial services licence issued under the Corporations Act.

AML/CTF Law means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the rules made under that Act.

ASIC means Australian Securities and Investment Commission.

ASX means ASX Limited ABN 98 008 624 691.

ASX Clear means ASX Clear Pty Ltd, ABN 48 001 314 503.

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

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

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

DMA Service means Direct Market Access Service.

ETO means exchange trade options, a kind of derivative which may be traded on ASX.

FSG means Financial Services Guide.

LEPO means low exercise price option, a kind of derivative which may be traded on ASX.

Licensee means the intermediary that holds an AFS Licence with whom we have entered into an arrangement under which the Licensee may place orders with us on behalf of clients in relation to ASX transactions (or allow the client to place such orders directly with us).

Morrison Securities means Morrison Securities Pty Limited ABN 50 001 430 342, AFS Licence No. 241737.

PDS means a product disclosure statement.

Relevant Licensee means the Licensee with whom you have entered into an arrangement under which the Licensee will place orders with us on your behalf in relation to ASX transactions (or allow you to place such orders directly with us).

We, us or our means Morrison Securities.

2. Purpose and content of this Financial Services Guide

This Financial Services Guide (**FSG**) is an important document. You should read it carefully and make sure you understand it.

As the holder of an Australian financial services licence, Morrison Securities Pty Limited (**Morrison Securities, we or us**) is required to provide you with this FSG.

This FSG is provided by Morrison Securities and its representatives where Representative Profiles are attached.

The FSG is made up of a number of equally important parts. Each of these parts is intended to inform you of certain basic matters before we provide you with a financial service. This FSG was prepared to provide Morrison Securities clients who are retail clients information about the financial services provided by us.

The information set out in this FSG includes information about:

- (a) Who we are;
- (b) What services we provide;
- (c) The remuneration that may be paid to us and other relevant persons in relation to the services we offer;
- (d) What relationships and associations we have;
- (e) How complaints against us are dealt with.

This FSG is designed to assist you in deciding whether to use the services we provide which are described below.

3. Statements of Advice and Product Disclosure Statements

Morrison Securities is not authorised to provide personal financial product advice to clients. We are authorised to provide general financial product advice to you only and will not take into account your "objectives, financial situation and needs" (**Objectives**) (as defined by the Corporations Act and ASIC) and therefore this FSG has been prepared without taking into account those Objectives. Subsequently, you will not receive a Statement of Advice from us. You should contact your financial adviser if you require any financial product advice. Morrison Securities has no responsibility for any financial product advice provided by any other person to you (such as your Relevant Licensee).

If we provide you with services that involve issuing or arranging to issue a financial product, such as exchange trade options (**ETOs**) or securities, you will be provided with a Product Disclosure Statement (**PDS**). The PDS will contain information that might reasonably be expected to have a material influence on your decision whether or not to acquire the financial product. This will include information regarding the benefits and risks associated with the product and other significant features of the terms and conditions attaching to the product.

4. Who is Morrison Securities and what financial services do we provide?

Morrison Securities Pty Ltd, ABN 50 001 430 342, is a Trading Participant of ASX, a General Participant of ASX Clear and a General Settlement Participant of ASX Settlement. Morrison Securities may become a participant of other financial markets from time to time.

Morrison Securities holds an Australian Financial Services Licence (**AFS Licence**) (No. 241737) under which it is authorised to:

- 1) provide general financial product advice for the following classes of financial products:
 - (a) Basic deposit Products
 - (b) Derivatives;
 - (c) Foreign exchange contracts;
 - (d) Government debentures, stocks and bonds; and
 - (e) Interests in managed investment schemes (including investor directed portfolio services)
 - (f) Securities; and
 - (g) Standard margin lending facilities; and
- 2) to deal in a financial product by:
 - (a) issuing, applying for, acquiring, varying or disposing of:
 - (a) Derivatives;
 - (b) Foreign exchange contracts; and
 - (c) Securities; and;
 - (b) applying for, acquiring, varying or disposing of the following classes of financial products on behalf of another person:
 - (a) Basic deposit products;
 - (b) Derivatives;
 - (c) Foreign exchange contracts;
 - (d) Government debentures, stocks and bonds;
 - (e) Interests in managed investment schemes including investor directed portfolio services;
 - (f) Securities; and
 - (g) Standard margin lending facilities.
- 3) to provide custodial or depository services (other than an investor directed portfolio service).

Morrison Securities is authorised to provide those services to retail clients and to wholesale clients.

Morrison Securities is a wholly owned subsidiary of Sequoia Financial Group Ltd ABN 90 091 744 884 (SEQ), a company listed on ASX (ASX:SEQ).

5. How we can be contacted

Address: Morrison Securities
Level 7, 7-15 Macquarie Place
Sydney NSW 2000

Telephone: 1300 363 766

Email: morrison.admin@morrisonsecurities.com

6. The services we offer

General advice and execution only services

Morrison Securities provides to retail clients a general advice and execution only service under which Morrison Securities:

- (a) executes orders on ASX and / or Chi-X to buy and sell traded products (such as shares, debentures, options, interests in managed investment schemes and warrants quoted on ASX); and
- (b) executes orders on ASX to buy, sell, close out and exercise Derivatives (such as ETOs and LEPOs);
- (c) undertakes other dealings in financial products.

Before Morrison Securities can execute a transaction in ETOs or LEPOs on your behalf, you will need to enter into a derivatives client agreement with Morrison Securities. If you are a retail client, Morrison Securities will also be obliged to give you a PDS relating to ETOs and LEPOs. The PDS will contain information concerning ETOs to assist you in deciding whether those products are appropriate for your needs.

If a Relevant Licensee arranges for Morrison Securities to execute a transaction on ASX or Chi-X on your behalf, the Relevant Licensee does so as your agent, and not as the agent of Morrison Securities. If a Relevant Licensee arranges for Morrison Securities to execute a transaction on ASX or Chi-X on your behalf, you will be a client of both Morrison Securities and the Relevant Licensee. If you are a retail client, the Relevant Licensee will be required to give you its Financial Services Guide. It may also be obliged to give you a PDS in respect of the financial products in which you wish to trade, such as ETOs or LEPOs.

Clearing and settlement of ASX transactions

Settlement and clearing of transactions executed by Morrison Securities through ASX is also undertaken by Morrison Securities. Accordingly, if Morrison Securities executes a transaction on ASX on your behalf, you will owe your settlement obligations in respect of that transaction directly to Morrison Securities. If a Relevant Licensee arranged for your Morrison Securities to execute the transaction on your behalf, you will owe your settlement obligations in respect of that transaction directly to Morrison Securities, and not

to that Relevant Licensee.

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

Before Morrison Securities can accept the "give up" to it of a transaction in ETO executed for you, you will need to enter into a derivatives client agreement with Morrison Securities. Again, you may be provided with a PDS relating to ETOs.

Arranging transactions in securities on international markets

Morrison Securities may also arrange (or may be engaged by your Relevant Licensee to arrange) for the execution, clearing and settlement services in securities on international markets for you. This means that Morrison Securities will arrange for the execution, clearing and settlement of the transaction with an entity which holds the appropriate authorisation to do so in that market (**International Securities Trader**).

If you are client of a Relevant Licensee, you may effect an international securities transaction on an international market by providing instructions to the Relevant Licensee. The Relevant Licensee, acting as your agent, will then communicate your instructions to Morrison Securities who, in acting for you, will communicate them to the International Securities Trader for fulfilment through Morrison Securities Account with that International Securities Trader. Securities traded on your behalf using Morrison Securities Account will be traded beneficially for you by Morrison Securities. For this purpose, you will become Morrison Securities client, but not the client of the International Securities Trader. Morrison Securities will also arrange for the International Securities Trader to clear and settle all transactions in securities that it has executed on your behalf under this arrangement. Accordingly, Morrison Securities will carry the settlement obligations in respect of those transactions. For this purpose, you will become a client of Morrison Securities and you will owe your settlement obligations in respect of those transactions directly to Morrison Securities and not to the Relevant Licensee or the International Securities Trader.

CHES Sponsorship services

Morrison Securities may act as a CHES Sponsoring Participant for you. If you are to be CHES sponsored by Morrison Securities, you must enter into a Sponsorship Agreement with Morrison Securities. Morrison Securities may also arrange foreign exchange transactions for you in connection with transactions in securities on international markets.

Introduction to margin lending services

Morrison Securities does not issue margin lending facilities, but can introduce you to margin lending facility providers approved for settlement purposes by Morrison Securities. Morrison Securities can also provide you with general advice relating to margin lending services, and arrange for the provision of those services to you by a margin lending facility provider.

Services provided by Morrison Securities representatives

While Morrison Securities is authorised in its own right to provide the above-named services, Morrison Securities representatives may be authorised by Morrison Securities to provide all, or only some of those financial services. The products and services they are authorised to provide will depend on their experience and qualifications with respect to each product or service, and is outlined in any attached Morrison Securities Representative Profile for authorised representatives.

Collection of personal information

You should also note that Morrison Securities is obligated by the AML/CTF Law to collect personal information from clients in order to fully verify a client's identity before providing any designated services under the AML/CTF Law.

More information on the products and services offered by Morrison Securities is available on our website at www.morrisonsecurities.com

7. Do we provide personal financial advice?

If you use our online services for trading in listed securities or derivatives, we may from time to time provide general advice in relation to financial products. We will not, however, provide you with any personal advice. This means that, if we do give advice, we will not take into account your objectives, financial situation and needs. Accordingly, you will not be provided with a Statement of Advice.

8. How you may provide instructions to us

You may only provide instructions to us in accordance with your client agreement with us. That agreement might require that, if you wish to provide us with instructions, you must do so only through the Relevant Licensee. That agreement might permit you to provide instructions to us directly (such as through a DMA Service) or

through the Relevant Licensee.

9. How do we charge for our services?

We do not charge you fees for the services that we may provide to you.

Instead, the Relevant Licensee may charge you fees in respect of those transactions executed by Morrison Securities on your behalf. However, the Relevant Licensee (not Morrison Securities) determines the amount and structure of any such fees. The information concerning the fees which the Relevant Licensee may charge can be obtained directly from the Relevant Licensee. Morrison Securities will charge the Relevant Licensee a fee for those transactions executed through ASX by Morrison Securities on your behalf (**Execution Fee**).

In addition to the Execution Fee, Morrison Securities may also charge a range of fees to the Relevant Licensee including a fixed monthly fee, a fee per trade, a fee per service and other fees.

10. Commissions and other benefits from third parties

Morrison Securities may earn and retain interest on monies held for clients in trust accounts from time to time.

Morrison Securities may provide you with financial products and services from either related or non-related product providers, and may receive a commission payment from product providers where you invest in one of their products or services. In these cases, the amount and / or the method by which the commission is calculated will be supplied to you at that time that the financial product or service is provided. Information about the commission payments we may receive is also available upon request.

Morrison Securities may receive trail commissions from third parties as a result of your investment. In particular, trailing commissions may be received from fund management groups for monies held in your Cash Management Account. Details of these commissions are contained in the Product Disclosure Statement of the relevant fund or applicable Disclosure Statement of the relevant account.

Trailing commissions may also be received from margin lending groups for funds held. Details of these commissions are contained in the disclosure document of the relevant margin lender.

11. How are our representatives remunerated?

Directors and employees of SEQ and Morrison Securities and their subsidiaries and related bodies corporate receive salaries, bonuses, a share of profits and other benefits.

At your request, we will provide particulars of our representative remuneration (including commissions) or other benefits. However, we will only provide this information to you if you have requested it within a reasonable time after this FSG has been given to you and before any financial services identified in this FSG are provided to you.

12. Will anyone be paid for referring you to us?

If you were referred to us under a referral arrangement, the referrer may receive a one-off fee or a proportion of your brokerage paid. The referrer also may receive other non-monetary or indirect benefits such as concessionary brokerage rates.

Other Financial Services Licensees may receive commission from us for promoting Morrison Securities Online products, including subscription services. Those Licensees' remuneration is included in the fees you pay when investing in our products.

13. Do we have any relationships or associations with financial product providers?

We have entered into arrangements with one or more Licensees as described in this FSG.

As noted above, we have entered into arrangements from time to time with various product providers under which we may receive a commission if you invest in one of their products or services. Morrison Securities may provide you with financial products and services from either related or non-related product providers. Morrison Securities may receive a commission payment from product or service providers where you invest in one of their products or use their services.

14. Complaints resolution

14.1 Our commitment

We are committed to providing quality service and accurate information. As part of that commitment, we are focussed upon improving client satisfaction levels by providing an efficient and accessible system for resolving client complaints.

You have the right to have any complaint about the service received from us investigated and dealt with quickly and effectively in accordance with our complaints resolution procedures.

14.2 Client input

To assist us in responding appropriately to complaints, you are requested to prepare any complaint in writing, addressed to:

Compliance Officer
Level 7, 7-15 Macquarie Place
Sydney NSW 2000
or by email to compliance@morrisonsecurities.com

You should include as much detail about the circumstances of the complaint as possible, including the name(s) of any of our staff involved. If available, copies of any background documentation should be provided to us along with the complaint.

14.3 Our response

Following receipt of your complaint, the Compliance Officer will acknowledge receipt of it in writing and provide an estimate of the time it will take to investigate the circumstances. The Compliance Officer will fully investigate the complaint and follow up if further information is required from you. The Compliance 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.

15. External complaints resolution – AFCA, ASX and ASIC

As we are a member of the Australian Financial Complaints Authority (**AFCA**), we will advise you if you continue to have a complaint with us that you have the option to pursue your complaint with AFCA. Contact details for AFCA are:

Australian Financial Complaints Authority

GPO Box 3
Melbourne VIC 3001
Ph: 1800 931 678
Fax: (03) 9613 6399

If you remain unsatisfied with our response to a complaint, you are at all times free to pursue the matter with ASX. ASIC also has an Infoline on 1300 300 630 which you may use to make a complaint and obtain information about investor rights. Chi-X' contact details are available on www.chi-x.com/australia/.

If your complaint relates to a service provided to you by the Relevant Licensee (rather than Morrison Securities), you should seek to have your complaint dealt with in the manner advised by the Relevant Licensee in its FSG or otherwise.

16. Compensation arrangements

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

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

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

17. Privacy

At Morrison Securities the privacy of your personal information is important to us. Our privacy policy is contained on our website, in the terms of your agreement with us or the Client Application Form that you are asked to complete when you seek to become a client.