

FINCLEAR SERVICES INTERNATIONAL SECURITIES TRADING TERMS AND CONDITIONS

for clients of
WILSONS ADVISORY AND STOCKBROKING LIMITED
ABN 68 010 529 665
AFSL No 238374 (INTERMEDIARY)
TERMS OF YOUR AGREEMENT WITH
FINCLEAR SERVICES PTY LTD
ABN 60 136 184 962 AFSL 338264 (FinClear Services)

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

Part A: International Securities Trading Terms

1. Your agreement with FinClear Services

This Part A sets out the terms on which FinClear Services will arrange for International Securities to be executed by an International Broker on your behalf. If you wish to buy or sell or otherwise deal in International Securities, the Intermediary will (as your agent) communicate your Order to FinClear Services. FinClear Services will, subject to these Terms and Conditions, arrange for an International Broker to execute that Order on a Foreign Market on your behalf.

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

2. Conduct of Business

You acknowledge and agree to comply with these Terms and Conditions and all applicable laws, including the local laws of the country, state, province, territory which govern, and any rules, customs, usages and practices of, the Foreign Market to which relevant International Transaction wholly or partly relates (and of any clearing and settlement facility relevant to that International Transaction) from time to time. Nothing in this clause is to be construed to change the proper law of these Terms and Conditions. You agree that all International Transactions are subject to the Corporations Act, the laws of the jurisdiction of the Foreign Market to which the International Transaction relates and the rules which govern that Foreign Market (including the operating, execution clearing and settlement rules of that Foreign Market).

You acknowledge that FinClear Services is not able to arrange for the execution of International Securities for

- a) a US Person
- b) any business that is a 'Shell Bank' as defined in section 33 of the USA Patriot Act.; and
- c) any account that is set up as an omnibus account of a bank, financial entity or other institution.

You agree that you need to provide FinClear Services with a completed W-8BEN Form and a CRS Self-Certification Form prior to placing an order to transact in US securities and to renew the W-8BEN Form and the CRS Self Certification Form every three years.

3. Your relationship with FinClear Services

Your primary relationship will be with the Intermediary. You appoint FinClear Services as your agent for the purpose of providing dealing, nominee and/or custody services to you in accordance with these Terms and Conditions. You authorise FinClear Services and any custodian it may appoint from time to time in order to provide the services (including International Brokers) under these Terms and Conditions to act on your instructions given to FinClear Services by the Intermediary (as your agent).

You agree that the terms of your relationship with FinClear Services are, in respect of an International Transaction, subject to, and you and FinClear Services are bound by, the rules which govern the Foreign Market (including the operating, execution clearing and settlement rules of that Foreign Market) to which the International Transaction relates.

4. International trading arrangements

You acknowledge that:

- a. in order to facilitate trades in International Securities for you, FinClear Services will open an account in FinClear Services Nominee's name with one or more International Brokers in relation to each Foreign Market (each a **FinClear Services Account**);
- b. when you place an Order in relation to an International Transaction and that Order is accepted by FinClear Services,

FinClear Services will place that order with a relevant International Broker through the FinClear Services Account as agent for you;

- c. if the International Broker executes the Order, FinClear Services will hold the benefit of that International Transaction for you;
- d. while FinClear Services will act as your agent in relation to the International Transaction, neither you nor the Intermediary will become a client of, or acquire any rights of recourse against (whether by way of subrogation or otherwise), the International Broker as a result of entering into this agreement or placing an Order in relation to an International Transaction with FinClear Services;
- e. the International Broker will not send a confirmation to you in respect of any International Transaction; and
- f. the Foreign Market to which an International Transaction relates may cancel or amend (or require the cancellation or amendment of) the International Transaction in accordance with the rules of that Foreign Market.

5. Orders and instructions and other communications

You agree that, 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 your Intermediary from time to time), and you authorise the Intermediary, as your agent (and not as the agent of FinClear Services), to communicate your Order and other instructions or information to FinClear Services. FinClear Services 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.

FinClear Services may at any time, in its absolute discretion, refuse to accept any Order from, or execute Orders for you.

Subject to any instructions from the Intermediary on your behalf, FinClear Services will generally arrange for Orders to be executed 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 Foreign Market on which the Order was intended to reach;
- b. FinClear Services 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 FinClear Services and/or the relevant International Broker may execute principal orders where your Order on the same terms is outstanding;
- c. Unless you notify FinClear Services to the contrary, you will be taken to have consented to FinClear Services and/or the International Broker (and/or any of their respective 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 FinClear Services through your Intermediary; and
- d. you will be charged the normal rate of commission by the Intermediary for Orders which are crossed with FinClear Services or the International Broker's principal orders.

You agree that all communications and correspondences by FinClear Services to you under this agreement may be made by FinClear Services to the Intermediary, and you authorise the Intermediary, as your agent (and not as the agent of FinClear Services), to communicate and correspond to FinClear Services in relation to any matter under this agreement. FinClear Services will not act on any communications, instructions or information communicated directly to it by you (and not the Intermediary).

6. Sale Orders

FinClear Services will not accept an Order to sell International Securities on your behalf unless FinClear Services Nominee holds a sufficient number of those securities on your behalf.

7. FinClear Services use of a DMA Service

FinClear Services may use a direct market access service (**DMA Service**) under which FinClear Services may place your Orders directly with an International Broker or the relevant Foreign Market through an electronic automated client order process.

You acknowledge that if FinClear Services uses a DMA Service:

- 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. FinClear Services 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, FinClear Services 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 brokers may be able to see your Orders and other communications relating to trading and execution without your (or FinClear Services) consent and that third parties (including persons on private networks) will have the ability to attach to your network.

8. FinClear Services right to require your Intermediary to refuse to accept Orders

You acknowledge that FinClear Services 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.

9. Settlement

You will owe your settlement obligations in respect of any International Transaction directly to FinClear Services (and not to the Intermediary). FinClear Services will arrange on your behalf for the International Transaction to be settled with the International Broker (or with the clearing or settlement agent of that International Broker). You must ensure that payment in full is received by FinClear Services (and not the Intermediary) at least 1 Business Day before the Settlement Date and Time. FinClear Services will not accept payment in cash. In accordance with the provisions of the Corporations Act, and the regulations made under the Corporations Act, pending settlement by you, these Terms and Conditions and the relevant Confirmation (if any) constitutes notice to you that FinClear Services may deposit the International Securities purchased for you in a particular International Transaction as security for a loan if FinClear Services has received and paid for such International Securities on your behalf.

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 International Transaction. Your Intermediary has no authority to extend the Settlement Date and Time.

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

- a. the Settlement Date and Time; and
- b. all amounts due and payable by you to FinClear Services or your Intermediary have been paid.

10. Foreign exchange services

Where as a result of the execution of an International Transaction by FinClear Services an amount is to be paid by you to FinClear Services in a currency (**Foreign Currency**) other than Australian dollars, FinClear Services will arrange for conversion of the Australian dollars provided by you to FinClear Services into that Foreign Currency in a manner, at the conversion rate and at the time that FinClear Services decides in its absolute discretion.

Where, as a result of the execution of an International Transaction by FinClear Services or the holding of any International Securities by FinClear Services Nominees for you under these Terms and Conditions, an amount (such as the proceeds of sale of International Securities or a dividend or other distribution paid in respect of International Securities) is to be paid to you by FinClear Services in a Foreign Currency, FinClear Services will arrange for the conversion of the Foreign Currency into Australian dollars in a manner, at the conversion rate and at that the time that FinClear Services decides in its absolute discretion. Unless FinClear Services has agreed alternative arrangements with you, FinClear Services will pay (or arrange for the payment of) all such converted amounts directly to you.

FinClear Services will not be liable for any loss suffered by you as a result of the conversion of an amount to or from Australian dollars or as a result of the timing of such conversion.

11. No Advice

You acknowledge that FinClear Services does not provide financial product advice in relation to International Securities, nor does it accept responsibility for any financial product advice given to you by your Intermediary. You must not represent to any person that FinClear Services has given any financial product advice, or legal, tax, or accounting advice to you.

12. Warranties by you

At the time you open an account with the Intermediary, you will be taken to have represented and warranted to FinClear Services that:

- a. you are not a US Person for the purposes of US Federal income tax and that you are not acting for, or on behalf of a US Person and that you are aware that a false statement or misrepresentation of tax status by a US person could lead to penalties under US law;
- b. if your tax status changes or you become a US Person you must notify FinClear Services (through the Intermediary) within 30 day;
- c. you are not a Shell Bank; and
- d. you are not an omnibus account with a bank, financial entity or other institution.

At the time you place an Order with the Intermediary, you will be taken to have represented and warranted to FinClear Services that:

- e. you will be in a position to pay for any International Securities to be purchased; and
- f. in the case of a sale, FinClear Services Nominees is holding a sufficient number of International Securities the subject of the International Order on your behalf and that those securities are unencumbered.

Prior to you placing an order for an International Transaction, you have represented and warranted to FinClear Services that:

- g. you have completed and returned to the Intermediary a W-8BEN form and a CRS Self-Certification Form which in each case is current and current as of the time you place the order;
- h. you are aware that the failure to complete and return the W-8BEN form may result in you being subject to a maximum withholding tax rate of 30 percent on income derived from US sources and FinClear Services may cancel the US securities with any loss to be borne by the Intermediary (which may be passed on to you)

13. International trading acknowledgements

- a. FinClear Services may, at its own discretion, not effect any transaction that it believes would violate any statute or regulation or the rules of regulators of any regulatory or self-regulatory body.
- b. International time differences may lead to delays in the receipt of instructions and execution by the International Broker for which FinClear Services cannot be held liable for
- c. FinClear Services cannot guarantee that all International orders will be executed or fully executed
- d. Neither the relationship between FinClear Services and you, nor the services to be provided by FinClear Services, any custodian or sub-custodian under this agreement, nor any recommendation or advice provided to you, nor any other matter, will give rise to any fiduciary or equitable duties on the part of FinClear Services which would oblige FinClear Services (or any other person) to accept obligations more extensive than those expressly set out in this agreement or which would prevent or restrict FinClear Services (or any other person) from carrying out the services to you under these Terms and Conditions.
- e. You acknowledge and agree that FinClear Services or the International Broker may combine your Orders and orders of persons connected with FinClear Services or other customers and allocate the investments or proceeds acquired among the participating accounts in a manner that FinClear Services believes is fair and equitable. You acknowledge and agree that, on occasions, aggregation may result in you obtaining a less favourable price.

14. 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)).

15. Confirmations

You will be given confirmations as required by the Corporations Act (**Confirmations**). You authorise FinClear Services (on its own behalf and on behalf of your Intermediary) to give Confirmations to you electronically to the email address notified to FinClear Services by your Intermediary on your behalf from time to time for this

purpose. FinClear Services may not provide you with paper copies of Confirmations.

You agree to promptly check the accuracy of every Confirmation sent to you and to notify the 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 FinClear Services enters into multiple International Transactions in order to complete your Order, you authorise FinClear Services to accumulate those International Transactions on a single confirmation and to specify the volume weighted average price for those International Transactions on that confirmation. If requested by you, FinClear Services will, if required under the rules of a Foreign Market on which an International Transaction is conducted, 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 Corporations Act, FinClear Services may elect not to give (and you agree that FinClear Services may not) any Confirmations to you in relation to International Transactions executed for you.

16. Failure to Settle

You acknowledge that, if you fail to make any payment due to FinClear Services or otherwise comply with the settlement obligations that you owe to FinClear Services in relation to an International Transaction in accordance with these Terms and Conditions or the relevant Confirmation, if any (**fail to settle**), FinClear Services may do any one or more of the following:

- a. retain any International Security held for you, moneys received on the sale of International Securities for you or moneys due to you pending settlement of any International Transaction;
- b. charge an administration fee calculated by reference to the additional cost which may be incurred by FinClear Services or the International Broker (including any fail fees imposed by a Foreign Market on which an International Transaction was conducted) as a result of your failure to settle;
- c. levy a default charge on the amount from time to time outstanding at a rate of up to 15.0% per annum;
- d. sell out (or procure the sell out of) any International Securities purchased (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to FinClear Services or to any International Broker and to recover FinClear Services or any International Broker's costs in so acting;
- e. buy in (or procure the buy in of) any International Securities sold (and you are fully responsible for any loss in connection with such purchase) and recover FinClear Services or any International Broker's costs in so acting;
- f. sell out (or procure the sell out of) any International Securities otherwise held on your behalf by FinClear Services or any International Broker (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to FinClear Services or to any International Broker and to recover FinClear Services or any International Broker's costs in so acting;
- g. apply any cash held by FinClear Services, your Intermediary, or any International Broker (provided that cash is in an account which the International Broker is authorised to withdraw funds from to reduce your liability to FinClear Services or to any International Broker), on your account or to which they have access, or payments received for or from you in reduction of your liability to FinClear Services or to any International Broker; or
- h. cancel (or instruct your Intermediary to cancel) any of your unexecuted Orders,

and you authorise FinClear Services and each of its directors and employees as your attorney to give instructions on your behalf in respect of your International Securities held by a related body corporate or affiliate of either of FinClear Services or your Intermediary in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which either FinClear Services or your Intermediary is authorised to give instructions, to enable FinClear Services to realise those International Securities or funds and apply the proceeds in reduction of your liability to FinClear Services or to any International Broker and to recover FinClear Services or any International Broker's costs in so acting.

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

If you have not met your settlement obligations owed to FinClear Services or to any International Broker in respect of an International Transaction executed for you by FinClear Services by the date which is 4 Business Days after the Settlement Date and Time, it is FinClear Services policy (and FinClear Services may be obliged under a rule of a Foreign Market(s)), without any notice to you:

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

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

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

FinClear Services will not be liable to you for any failure by FinClear Services to exercise (or any delay in the exercise by FinClear Services of) any right FinClear Services may have against you, or any loss incurred by you as a result of FinClear Services not exercising any of its rights against you immediately, or at all, following any failure by you to comply with your obligations. The rights described in this clause 16 are in addition to any rights that are conferred to FinClear Services under any rules of a Foreign Market(s).

17. Interest on FinClear Services trust account

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

18. Assignment to your Intermediary of debts owed by you to FinClear Services

If you have not paid any debt to FinClear Services, you acknowledge that FinClear Services may (by notice to you and your Intermediary) assign that debt to your Intermediary and the assigned debt will become an obligation of yours owed to your Intermediary. In the event of such an assignment, your Intermediary (and each of its directors and employees) will have the rights and powers (and may do all the things) set out in clause 16 as if a reference to FinClear Services were a reference to your Intermediary.

Part B: Nominee Terms

19. Introduction

This Part B contains the terms on which FinClear Services agrees to arrange for the provision to you of nominee services in respect of International Securities and the holding on your behalf all certificates and other documents or evidence of title relating to the International Securities.

FinClear Services will arrange for FinClear Services Nominees Pty Ltd, ACN 137 911 730 (**FinClear Services Nominees**) to hold the International Securities as bare trustee and nominee for you in accordance with the following terms and conditions.

FinClear Services may arrange another nominee to hold certain International Securities as bare trustee and nominee for you, in which case a reference in this agreement to FinClear Services Nominees is also a reference to the nominee appointed under that clause unless the context otherwise requires.

20. Provision of FinClear Services Nominees Services

Where FinClear Services Nominees acts as nominee for any of your International Securities:

- a. FinClear Services Nominees will be registered as the holder of the International Securities;
- b. all certificates and other documents or evidence of title relating to the International Securities held in custody will be retained by FinClear Services Nominees;
- c. FinClear Services Nominees will, on your behalf, collect or otherwise receive all principal, dividends, interests, other amounts and entitlements relating to the International Securities held in custody and will account to you for the same;
- d. Unless FinClear Services is instructed otherwise by you, FinClear Services will arrange the deposit into FinClear Services trust account to be held for you any moneys received by FinClear Services Nominees on your behalf; and
- e. FinClear Services will, acknowledge to the Client on request the manner in which FinClear Services holds the Financial Products as nominee.

FinClear Services may in its absolute discretion:

- f. decline a request from you that FinClear Services Nominees hold any particular International Securities on your behalf; and
- g. at any time procure that FinClear Services Nominees discontinue to hold any particular International Securities on your behalf and procure that FinClear Services Nominees transfer those International Securities to you (or at your direction), but will not do so in relation to International Securities purchased on your behalf in accordance with these Terms and Conditions unless this agreement is terminated.

20A. Asset administration

FinClear Services will:

- a. maintain in its computer and electronic systems records of the Financial Products and any transactions made in relation to the Financial Products including of the instructions received by FinClear Services in relation to the Financial Products. Such records will be available to the Client on receipt by FinClear Services of an instruction under clause 21;
- b. make available to the Client information showing the Financial Products held by FinClear Services as nominee and any transactions undertaken in relation to the Financial Products. The Client agrees these reports will be accessed by the Intermediary as agent for the Client;
- c. apply procedures to frequently reconcile the Client's holding of Financial Products in its records;
- d. FinClear Services has and must maintain adequate arrangements to enable it to provide the services under this agreement in any contingency for which it should reasonable plan.

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

21. Instructions in relation to International Securities

You agree that you must give all instructions to act in relation to the International Securities held in custody under this agreement to the Intermediary and you authorise the Intermediary as your agent (and not as the agent of FinClear Services) to communicate your instructions or information in relation to the International Securities held in custody under this agreement to FinClear Services (such communication to be given in the form and manner agreed with the Intermediary from time to time). Neither FinClear Services nor FinClear Services Nominees will act on any instructions or information communicated directly to it by you (and not through the Intermediary). You may only terminate the Intermediary's authority to act on your behalf by terminating this agreement.

You authorise FinClear Services to accept and act without any inquiry on any instruction or other communication given to FinClear Services (whether by email, fax, telephone or otherwise) which appears to have been given by the Intermediary.

FinClear Services is not obliged to take any step or other action in relation to the International Securities held in custody (including, without limitation, the payment of any calls or other amounts owing or payable in respect of any International Securities or other financial product held in custody) if:

- a. FinClear Services requests from the Intermediary instructions (to be given on your behalf) within a stipulated time and no instructions are received by it within that time; or
- b. FinClear Services requests from the Intermediary moneys within a stipulated time in order to carry out the Intermediary's instructions (given on your behalf) and those monies are not received by FinClear Services in full within that time.

You acknowledge and agree that a failure by the Intermediary (as your agent) to instruct FinClear Services to pay calls on any International Securities held in custody or the failure to provide FinClear Services with any moneys so requested for payment of any such calls may result in the relevant International Securities being forfeited.

22. Notices of Entitlements

Except as provided in this clause, FinClear Services may, in its discretion, inform the Intermediary (as your agent) of any written communications received on your behalf in respect of the International Securities, offers or invitations made to you in respect of the International Securities (including, without limitation, takeover offers, rights or entitlement offers, dividend reinvestment plans, top-up/additional securities acquisition offers and other similar rights) (collectively **Investor Entitlements**), calls and other amounts payable by you in respect of the International Securities held in custody and the date of exercise of any options held in custody. You acknowledge and agree that FinClear Services may not offer or provide participation in, or inform the Intermediary (as your agent) of any written communications received by FinClear Services in respect of the International Securities or offers or invitations in respect of the International Securities. In addition, FinClear Services will not be required to, but may in its absolute discretion, communicate to the Intermediary (as agent for the Client) that it has received, or forward to the Intermediary (as your agent), any notices of meetings or annual reports, half yearly reports or any other reports or notices, or advise the Intermediary (as your agent) of any offers, invitations or other communications in respect of shareholder discount cards or similar Investor Entitlements. You also acknowledge and agree that, because the International Securities are registered in the name of FinClear Services Nominees (or another nominee appointed by FinClear Services) you may not obtain the same Investor Entitlements in respect of the International Securities that you would have received had the International Securities been registered in your name.

23. Voting

Neither FinClear Services nor FinClear Services Nominees (or another nominee nominated by FinClear Services) is obliged to attend meetings of corporations or other entities in which International Securities are held or vote in respect of any of those International Securities or to exercise the voting rights of the International Securities held in the custody of FinClear Services Nominees (or another nominee nominated by FinClear Services). If instructed by the Intermediary (as your agent) and where practicable, FinClear Services is not required to but may, in its absolute discretion, cause FinClear Services Nominees to exercise the voting rights of the International Securities held in its custody in accordance with your instructions.

24. No Mortgage

You must not mortgage or otherwise encumber the International Securities held in custody without the prior written consent of FinClear Services, which FinClear Services may decline in its absolute discretion.

25. Fees and Expenses

FinClear Services is entitled to charge fees notified by FinClear Services to you from time to time. FinClear Services may vary the fees payable by you by giving you at least 14 days written notice. All taxes, stamp duties, other duties, imposts, costs and other out of pocket expenses payable or incurred by FinClear Services or FinClear Services Nominees arising out of or relating to this arrangement (including, without limitation, any transaction undertaken on your behalf in respect of the International Securities held in custody or the transfer of such International Securities, whether on termination of this arrangement or otherwise) must be paid by you to FinClear Services upon request.

FinClear Services may debit any account maintained on your behalf by FinClear Services or any of its related bodies corporate with:

- a. all fees and other moneys payable to FinClear Services by you under these terms and conditions; and
- b. any call or other moneys owing or paid in respect of any Security held in custody.

FinClear Services must not take or grant a charge, mortgage lien or other encumbrance (**Encumbrance**) over or in relation to the Financial Products unless such Encumbrance is for expenses and outlays made within the terms of this agreement (other than unpaid fees owed by the Client to FinClear Services) or such Encumbrance is otherwise in accordance with the Client's written instructions. The Client hereby agrees and instructs FinClear Services that if any amount owing or payable by you to FinClear Services on any account is not paid by the due date for payment FinClear Services may (without prejudice to any other rights of FinClear Services under these terms and conditions or at law) sell any International Securities held by it or FinClear Services Nominees in custody for you. FinClear Services shall not be liable or be responsible for any loss or damage so caused. FinClear Services may apply the proceeds in reduction of your liability to FinClear Services.

26. Liability

- (a) Subject to clause 26(b), FinClear Services is liable to the Client if the Client suffers a loss due to the failure by FinClear Services, or a person FinClear Services appoints, to comply with its duties under this agreement or to meet reasonable standards as a custodian for the holding of the Financial Products.
- (b) Except to the extent to which it is not permissible by law to exclude, restrict or modify liability and except for any liability arising primarily from FinClear Services or FinClear Services Nominees' wilful misconduct or gross negligence, neither FinClear Services nor FinClear Services Nominees is liable or responsible for any loss, expense or damage incurred or suffered by you as a result of any act or omission of FinClear Services, FinClear Services Nominees or the Intermediary or any other person resulting from or arising out of or in connection with this agreement, including if that other person is appointed by FinClear Services to hold the Financial Products and is or becomes insolvent.

27. Compliance with laws

You:

- agree to comply with (including the giving of any substantial holding notices); and
- authorise FinClear Services and FinClear Services Nominees to disclose any information in relation to you and the International Securities held in custody as may be required by, all applicable laws, including any rules of a Foreign Market on which an International Transaction is conducted from time to time.

28. Client unable to be contacted

You acknowledge and agree that:

- you must ensure that FinClear Services and the Intermediary are notified promptly of any change in your usual residential address or postal address;
- if FinClear Services is unable to contact you for a period of 60 days, FinClear Services is entitled to sell (or arrange for the sale of) any International Securities held in custody for you and to hold the net proceeds of sale on trust for you;
- if FinClear Services continues to be unable to contact you after the sale of any International Securities as contemplated in sub-clause b, FinClear Services may (or may be obliged to) deal with the money in accordance with the requirements of any applicable legislation relating to unclaimed monies; and
- FinClear Services will be taken to be unable to contact you for a period of 60 days if FinClear Services sends to your last known postal address (and, if different, also to your last known usual residential address) a letter by registered post before and after the end of that period which requires a response from you and either you fails to respond to the letter or the letter is returned to FinClear Services as undeliverable or addressee unknown.

29. Power of Attorney

You irrevocably appoint FinClear Services and each director and secretary of FinClear Services and FinClear Services Nominees severally as your attorney to sign, seal, deliver, execute and do on your behalf and in your name or otherwise as the attorney thinks fit all instruments, writings, matters, acts and things which the attorney may think necessary or desirable to assign or transfer all International Securities held in custody to you or otherwise to give effect to your obligations under these Terms and Conditions. You ratify and confirm and agree to ratify and confirm whatever any attorney does or purports to do by virtue of that power of attorney.

30. Warranty

You warrant and represent that it is authorised to enter into these Terms and Conditions and to do any action contemplated by this agreement and that all necessary corporate or other action has been taken to make this agreement valid and binding.

31. Indemnity

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

- any International Transaction entered into by FinClear Services on your behalf;
- FinClear Services acting on any information, instructions or other communication provided to FinClear Services as contemplated in these Terms and Conditions;

- any failure by you to settle;
- any other breach by you of these Terms and Conditions, the applicable law (including the Corporations Act) and the rules of any Foreign Market(s) on which an International Transaction is conducted from time to time;
- anything lawfully done by FinClear Services or an International Broker;
- FinClear Services complying with any direction, request or requirement of a Foreign Market(s) on which an International Transaction is conducted from time to time, the Corporations Act, ASIC or any regulatory body having jurisdiction over it;
- any breach by you of any other agreement with FinClear Services;
- any breach by you of any representation or warranty made or taken to have been made by you (including without limitation in relation to any disclosure to be made in respect of sale Orders) not being true or correct, other than to the extent that the loss has resulted from FinClear Services negligence, wilful default or fraud.

32. Termination

- This agreement may be terminated in whole by you or FinClear Services giving to the other at least 14 days written notice of termination.
- You must pay all fees to the date of termination.
- On termination FinClear Services will, within a reasonable time, arrange for the transfer (subject to being paid all amounts due to it) of all International Securities held in custody in accordance with the directions of the Intermediary (as agent for you), or failing any such directions to you. You are responsible to arrange for the registration of any transfer (unless FinClear Services agrees to do so) and to pay all stamp and other duties in respect of the transfer.
- If FinClear Services does not receive instructions from either you or the Intermediary (as agent for you) within 60 days following the date of termination, FinClear Services is entitled to sell (or arrange for the sale of) any International Securities held in custody for you and FinClear Services may (or may be obliged to) deal with the net proceeds of sale in accordance with the requirements of any applicable legislation relating to unclaimed monies.

33. Credit references

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

34. Tax File Number

Collection of Tax File Numbers (**TFN**) is authorised by law and Australian taxation laws and the Privacy Act strictly regulate their use and disclosure. It is not an offence if you choose not to supply its TFN. For more information about the use of TFNs, please contact the Australian Taxation Office.

Once provided to the Intermediary and FinClear Services, until you tell them otherwise, your TFN will automatically be applied to any future investments that are held by FinClear Services Nominees for you.

Where you have contracted the Intermediary's and FinClear Services in the course of an enterprise carried on by you, your Australian Business Number (**ABN**) if applicable, may be supplied in addition to or instead of your TFN.

Where no TFN or ABN has been supplied nor exemption claimed, tax may be taken out of your income distributions at the highest marginal tax rate plus Medicare and any other applicable Government taxes or levies. For joint accounts, each individual must supply a TFN, otherwise the account will be taxed as if no TFN has been supplied.

If you are a non-resident of Australia, or a party to a joint account with a resident, the account will be taxed at the applicable rate for overseas residents as long as the other party has quoted their TFN.

35. 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 FinClear Services in relation to any purchase or sale of International Securities or other matters to which these Terms and Conditions relate.

36. Amendment

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

37. Governing law

These Terms and Conditions are governed by the law in force in New South Wales and you and FinClear Services submit to the non-

exclusive jurisdiction of the courts of New South Wales and courts which may hear appeals from those courts.

38. Interpretation

In this document, unless the contrary intention appears:

ASIC means the Australian Securities and Investments Commission.

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

CRS Self-Certification Form means a self-certification form (in a form acceptable to FinClear Services) prepared and executed by you, which provides information about you which is necessary under the OECD Common Reporting Standard.

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 (as identified in the Parties section at the commencement of these Terms and Conditions).

International Broker means a participant of a Foreign Market nominated by FinClear Services for the purposes of this agreement from time to time. An International Broker need not be a related body corporate of FinClear Services.

International Securities means financial products quoted on a Foreign Market and includes debentures, stocks, bonds and shares but excludes options, futures contracts and derivatives.

International Transaction means the purchase or sale or other transaction in International Securities which FinClear Services arranges to be executed on behalf of you.

IRS means the US Internal Revenue Service.

Order means an order or instruction by you to purchase or sell International Securities or an instruction to amend or cancel a prior instruction to purchase or sell International Securities which FinClear Services is to arrange to be executed or given effect by FinClear Services.

FinClear Services Nominees means FinClear Services Nominees Pty Ltd ACN 137 911 730

Shell Bank has the meaning given to it US Patriots Act and means any financial institution that does not have a physical presence in any country.

US means the United States of America.

US Person means a citizen or resident of the US; a partnership created or organised in the US or under the law of the US or of any state of the US or the District of Columbia; a corporation created or organized in the US or under the law of the US or of any state of the US or the District of Columbia; a trust or estate that a US court is able to exercise primary supervision over the administration of the trust or estate and if one or more US persons have the authority to control all substantial decisions of the trust or estate.

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

W-8BEN form is an IRS form which is used to identify the submitter as a non US Person for taxation purposes.

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. 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 FinClear Services as notified to you from time to time.

FinClear Services Pty Ltd

A participant of ASX Group & Chi-X Australia

ABN 60 136 184 962

AFSL 338264
