

## TERMS AND CONDITIONS

These terms and conditions relate to your Financial Products Trading Account (including the provision of settlement services with respect to mFund Products) with Third Party Platform Pty Ltd trading as Bell Direct ("**Bell Direct**"). These terms and conditions are between you and Bell Direct. Terms and conditions between you and the Margin Lender and between you and the provider of the Linked Account or relating to Financial Products not directly traded through us may be separately documented. Please read this document carefully and retain it for future reference.

In consideration of Bell Direct accepting your deposit of funds, becoming your sponsoring broker in relation to Financial Products or accepting your instructions to trade Financial Products (or accepting your instructions to provide settlement services to you with respect to mFund Products) you agree to be bound by these terms and conditions, as amended from time to time.

### 1. **Definitions and Interpretation**

1.1 In these terms and conditions:

- (1) **Anti-Money Laundering Rules** means the provisions of the Anti-Money Laundering and Counter-Terrorism Financing Act (2006) and the Anti-Money Laundering and Counter-Terrorism Financing Rules as amended from time to time and the procedures, directions, decisions, requirements, customs, usages and practices of the Australian Transaction Reports and Analysis Centre.
- (2) **Application** means an offer by you to open a Trading Account and receive settlement with respect to mFund Products and access the Service on the Conditions.
- (3) **ASIC** means the Australian Securities and Investments Commission.
- (4) **ASIC Rules** means the ASIC Market Integrity Rules (ASX Market) 2010 as amended from time to time, the ASIC Market Integrity Rules (Competition in Exchange Markets) 2011 as amended from time to time and the, procedures, directions, decisions, requirements, customs, usages and practices of ASIC.
- (5) **ASX** means ASX Limited (ABN 98 008 624 691) that operates the Australian Securities Exchange.
- (6) **ASX Clear** means ASX Clear Pty Ltd (ABN 48 001 314 503).
- (7) **ASX Clear Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Clear as amended from time to time.
- (8) **ASX Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX as amended from time to time.
- (9) **ASX Settlement** means ASX Settlement Pty Ltd (ABN 49 008 504 532).
- (10) **ASX Settlement Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Settlement as amended from time to time.
- (11) **ASX Trade** means the trading platform operated by ASX and its subsidiaries.
- (12) **Authorised Agent** means any person or entity who has authority to give us instructions on your behalf.
- (13) **Available funds** means, in connection with a Loan Account, funds which the Margin Lender has agreed to make available to settle the purchase of Financial Products and in connection with a Linked Cash Account, means Cleared Funds.
- (14) **CHES** means the Clearing House Electronic Sub-register system operated by ASX Settlement.
- (15) **Cleared Financial Products** means your holding of Financial Products in your Trading Account in respect of which we are the Participant under the Sponsorship Agreement entered into between you and us or Financial Products of which we in our absolute and sole discretion recognize you as the holder and in respect of which we will become the Participant under the Sponsorship Agreement.
- (16) **Cleared Funds** means funds, as calculated by us and taking into account any requests for withdrawal of funds, that are available in the Trading Account for the purposes of trading and/or that are available with respect to the provision of settlement services to you regarding mFund Products (the calculation of Cleared Funds is to include brokerage, fees, taxes and all other expenses payable by you to us).
- (17) **Conditions** means the terms and conditions set out in these terms and conditions as amended from time to time.
- (18) **Corporations Act** means the Corporations Act 2001 (Cth) and any regulations made under it as amended and in force from time to time.
- (19) **Covered Short Sale** means the sale of Financial Products where, at the time that you place a sell order, you have entered into a securities lending arrangement with respect to the delivery of the Financial Products that are the subject of that sell order.
- (20) **Electronic Communication** means any notice or instruction given by telephone, facsimile transmission, SMS, electronic mail or electronic data interchange (including via the internet or any other electronic form of communication approved by us from time to time).
- (21) **Financial Products** means any financial products (as that concept is defined by the Corporations Act) with respect to which we elect to receive instructions from you to execute a transaction on your behalf and also includes mFund products with respect to which we may provide settlement services to you. The respective Financial Products will be notified to you from time to time.
- (22) **Linked Cash Account** means the account (as specified by us from time) that you must open in order for us to open a Trading Account on your behalf. You will be given a Prospectus or Product Disclosure Document (as appropriate) with respect to the Linked Cash Account that sets out information regarding the operation of this account.
- (23) **Loan Account** means the account the Margin Lender establishes in your name, recording all drawings and payments under its margin lending facility with you. The Loan Account is not the Trading Account or the Linked Cash Account.

- (24) **Loss** includes, without limitation, any expense, costs, liability, claims, damages, fees, taxes, duties, penalties, interest, legal costs (on a full indemnity basis), judgment, consequential, punitive, special or indirect loss (including loss of profits and revenue).
- (25) **Margin Financial Products** means Financial Products which are or are intended to be part of your loan portfolio with the Margin Lender.
- (26) **Margin Lender** means a provider of loan funds to enable clients approved by us to purchase or sell Financial Products under a margin lending agreement which is acceptable to us.
- (27) **mFund Product** means an approved financial product that is admitted under the ASX Operating Rules, and is a Managed Fund Product (as defined in the ASX Operating Rules) which meets the requirements of the ASX Operating Rules.
- (28) **Nominated Account** means an account at a bank or financial institution nominated by you, which has been established in a name which includes your name.
- (29) **Other Exchange** means any stock exchange or clearing house other than the ASX and or ASX Settlement, nominated by us from time to time as being a stock exchange on which we will execute or arrange the execution of trades in accordance with these Conditions and the rules of the relevant stock exchange or clearing house.
- (30) **Personal Property Securities Act** means the Personal Property Securities Act 2009
- (31) **Security Identifications** mean your Internet user identification, password, PIN and telephone identification which must be used to access some aspects of the Service via the Internet or telephone (as the case may be).
- (32) **Service** means the client trading, portfolio tools, information service and other related products and services provided by us (including the provision of settlement services with respect to mFund Products).
- (33) **Sponsorship Agreement** means the Participant Sponsorship Agreement entered into between you and us.
- (34) **Straight Through Processing** means the processing of your order by a number of validation rules without necessarily involving manual intervention or review.
- (35) **Trading Account** means your Financial Products trading facility with us and includes the provision of settlement services to you with respect to mFund Products.
- (36) **You or your** means each person or entity who makes an application and their Authorised Agents.
- (37) **We, us or our** means Bell Direct
- 1.2 Unless the context requires otherwise, words defined in the Corporations Act, ASIC Rules, ASX Rules, ASX Clear Rules, ASX Settlement Rules or any Other Exchange rules, have the same meaning in these Conditions.
2. **Opening a Trading Account and Our Right to Close Your Trading Account**
- 2.1 You may apply for a Trading Account by completing an Application and submitting that Application to us in the manner specified by us from time to time. We reserve the right to not accept any Application in our absolute discretion and may refuse to open a Trading Account and/or a Linked Cash Account for you, accept your deposit of funds or become your sponsoring broker in relation to Financial Products without giving any reason.
- 2.2 You acknowledge that you have read and understood the Application and all its attachments including, without limitation, the Conditions, the Sponsorship Agreement and Explanation of Sponsorship Agreement and that these documents form part of our agreement with you.
- 2.3 You warrant and represent that the information you supply in your Application or which is supplied on your behalf is accurate, complete and not misleading. You agree that we may rely on that information unless and until we receive notice of any change and that you are liable for any loss arising through your failure to advise us of any change.
- 2.4 You acknowledge that you are no more than three persons jointly making this Application and, if more than one person or entity, each such person or entity shall be jointly and severally liable.
- 2.5 You acknowledge that if more than one person constitutes your account then you are jointly and severally liable under these Conditions and we may act on the instructions of any of you.
- 2.6 You warrant that if you are:
- (1) acting as a trustee, you have authority to enter into these Conditions and the Participant Sponsorship Agreement both personally and as trustee;
- (2) a corporation, you are validly constituted and your principal place of business is in Australia; or
- (3) a natural person, you are principally resident in Australia and 18 years of age or over.
- 2.7 If you wish to trade in Financial Products on Other Exchanges you agree to be bound by the rules, customs and usages of the relevant Other Exchange. You agree that in the event of any inconsistency between the Conditions and the requirements of the relevant Other Exchange, the latter will prevail to the extent of any inconsistency.
- 2.8 Acting reasonably and in good faith and so as to manage our level of risk associated with your trading (or the provision of settlement services to you with respect to mFund Products) we may establish and revise trading limits for each Trading Account in our absolute discretion. For trading limit purposes we may deem multiple accounts to be a single account.
- 2.9 Acting reasonably and in good faith and in relation to compliance with a regulatory requirement or in relation to the management of our level of risk associated with your trading and/or with respect to the provision of settlement services to you regarding mFund Products we may close your Trading Account at any time, for any reason and without prior notice, subject to all outstanding obligations being fully discharged. Acting reasonably and in good faith and in relation to compliance with a regulatory requirement or in relation to the management of our level of risk associated with your trading and/or with respect to the provision of settlement services to you regarding mFund Products we may refuse your instructions to purchase or sell Financial Products (and/or instructions relating to settlement including instructions with respect to mFund Products) or cancel any order or generally prohibit

- or restrict your ability to trade Financial Products (or give instructions with respect to mFund Products) in or from your Trading Account without providing any reason for so doing.
- 2.10 Without limiting clause 2.9 we may refuse to accept instructions from you to either buy or sell Financial Products (and refuse to accept settlement instructions with respect to mFund Products) unless you have met the account opening requirements in the Conditions and on our website and, if you have a Loan Account, unless you have met the Margin Lender's requirements in relation to the margin loan facility.
- 2.11 You may not close the Trading Account without us first receiving all Financial Products for which the Trading Account is liable to deliver for sale (or to settle with respect to mFund Products) and all funds to pay in full for all Financial Products which have been purchased on the Trading Account (or to settle with respect to mFund Products), including all amounts payable to us or to any other person in connection with trading in Financial Products or other services provided by us.
3. ***Linked Cash Account, Margin Account, Nominated Account and Order Execution and Settlement Procedures***
- 3.1 You acknowledge that we will only open a Trading Account on your behalf if you agree to open a Linked Cash Account. You acknowledge that we will open a Linked Cash Account on your behalf and will operate it on your behalf subject to the Conditions.
- 3.2 You agree that you may only deposit funds with us for the purposes of the Trading Account by way of a payment made by you or on your behalf into the Linked Cash Account.
- 3.3 You agree that we will only pay funds to you with respect to the operation of your Trading Account or otherwise by way of a payment made by us to the Linked Cash Account or to your Nominated Account and you warrant and represent that the Nominated Account is an account in your name.
- 3.4 You acknowledge that we will only accept your instructions to deal (or to implement your settlement instructions with respect to mFund Products) on behalf of the Trading Account where there are sufficient Cleared Funds or Cleared Financial Products in the Linked Cash Account or the Trading Account (or, if you have a Loan Account, provided the Margin Lender authorises the sale or purchase of an amount of Margin Financial Products) at the time that the instructions are given to us. You also agree that a Margin Lender may give us instructions to sell any margin Financial Products and that any such instruction will be taken to have been given by you for all purposes. You may not amend or withdraw any such instruction by the Margin Lender.
- 3.5 Where a Trading Account is opened by us solely in relation to a margin lending facility, we will not open a Linked Cash Account on your behalf and accordingly some of these Conditions will not apply to the operation of the Trading Account on your behalf where it is operated solely in relation to a margin lending facility. We shall not be liable for any loss suffered by you as a result of the default of the Margin lender or any financial institution or service provider in relation to or in connection with any transactions in respect of the Trading Account or your Loan Account.
- 3.6 You acknowledge that where you place a withdrawal request or an order with us to purchase Financial Products (or give us settlement instructions with respect to mFund Products) we will reserve (such that you are unable to access these funds) sufficient funds in the Linked Cash Account or your Trading Account such that there are sufficient Cleared Funds available to us.
- 3.7 You irrevocably authorise us to deduct all amounts in respect of all transactions and any other services provided by us to you (including settlement services with respect to mFund Products), including brokerage, commission, fees, taxes and duties as required for settlements or otherwise required by the ASX or Other Exchanges or any other relevant party in connection with transactions in Financial Products and any other services provided by us to you (including settlement services with respect to mFund Products) and any other fees notified to you from time to time from Cleared Funds in your Trading Account or the Linked Cash Account (or, if you have a Loan Account, to direct the Margin Lender to draw on your loan facility with the Margin Lender and remit such amounts to us). You acknowledge that the provider of the Linked Cash Account (as disclosed to you in the Prospectus or Product Disclosure Document) will not accept any direct instructions from you in relation to the Linked Cash Account, that is, any instructions that you wish to give to the operator of the Linked Cash Account must be given to us and we will subject to you having met all obligations owed by you to us under these Conditions, pass those instructions to the provider of the Linked Cash Account.
- 3.8 You agree to indemnify us and we shall be entitled to be indemnified from the Linked Cash Account and the Trading Account in respect of any claim or Loss suffered by us as a result of your breach of the Conditions or any other loss suffered by us as a result of any trading by you in Financial Products (whether through us or otherwise and including the provision of settlement services to you with respect to mFund Products) and we shall not be liable for any Loss suffered by you as a result of the default by any person, financial institution or service provider in relation to or in connection with any transaction in respect of the Linked Cash Account.
- 3.9 You agree that we may appropriate any payments, credits or other sums of money received by you or on your behalf in reduction of any amounts owing by you to us or otherwise, whether on the Trading Account or any other Trading Account in your name and may apply funds held in the Linked Cash Account or the Trading Account in discharge of any liability arising under the Conditions and may instruct that funds be transferred from the Linked Cash Account (or, if you have a Loan Account, may instruct the Margin Lender to transfer monies from the Loan Account) to us for that purpose.
- 3.10 You agree that we may charge interest on any debit balances in your Trading Account and any other amounts outstanding by you to us at the rate disclosed to you from time to time.
- 3.11 You agree that all of your Financial Products and/or other property in the Trading Account or in the Linked Cash Account, in which you have any interest or which at any time are in our possession or control shall, subject to the ASIC Rules, ASX Rules, ASX Clear Rules and ASX Settlement Rules, be subject to a lien for the discharge of any or all indebtedness or any other obligation that you may have to us. You must pay to us the costs and expenses of collection of any such indebtedness or debit balance, including but not limited to, legal costs and disbursements. To the extent that any provision in this agreement is in breach of regulation 13.14 of the

Superannuation Industry (Supervision) Regulations 1994, that provision shall not apply between the parties to this agreement.

3.12 You agree that we may, from time to time, require you to open a new Linked Cash Account either with the same provider but on different terms or with a new provider. You irrevocably authorise us to do everything necessary on your behalf to arrange and affect the transfer to any new Linked Cash Account. You agree that upon request by us you will do everything necessary to effect such transfer. You also agree that the Conditions will apply to any new Linked Cash Account.

#### 4. **Trading – Use of Service**

4.1 We may communicate with you via any method of Electronic Communication. However, you may only instruct us to buy or sell Financial Products or send other instructions (including instructions with respect to mFund Products) by the method and format notified to you from time to time and we shall rely and act upon those instructions. We will not be responsible for any changes to your instructions unless sufficient notice has been given prior to the execution of your original instructions. We will be deemed to have received your Electronic Communication only at the time we have actual notice of the communication. We will use our reasonable endeavors to execute your instructions but we do not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time.

4.2 You will not place an order for the sale or purchase of Financial Products where the beneficial ownership in those Financial Products would not clearly change if the order was executed. Furthermore we are not obliged to accept instructions or orders and may decline to act on Your behalf where we believe the order may not involve a change of beneficial ownership.

4.3 You acknowledge that we may, at our discretion, use Straight Through Processing to process your orders, provided that:

- (1) the order satisfies order validation rules (filters) established by us, which rules may, at our discretion, change from time to time without notification to you. We are not required to inform you as to what these validation rules (filters) are;
- (2) the order satisfies the ASIC Rules, ASX Rules or Other Exchanges operating rules, with regard to time, price and volume characteristics or other characteristics as specified by ASIC, the Corporations Act, ASX or Other Exchanges from time to time regarding orders that may be executed by us;
- (3) that Straight Through Processing may not always be available and it may therefore be necessary for us to execute your orders manually which may involve some delay in the execution of orders placed by you;
- (4) Straight Through Processing is only available for Financial Products with a normal status (that is not suspended or in trading halt);
- (5) at market orders can only be accepted during market hours (10:00 am to 4:00pm Australian Eastern Time); and
- (6) you acknowledge that, acting reasonably and in good faith and in relation to ongoing compliance by us with a regulatory requirement, we reserve the right to terminate your access to Straight Through Processing at any time in our sole and absolute discretion.

4.4 You acknowledge that:

- (1) if there is a disruption in trading in a particular Financial Product or the market generally, or the ASX Trade system fails, Straight Through Processing transmission may be disrupted;
- (2) use of Straight Through Processing or manual order execution may involve the matching of your order with the order of another client, which will entitle us to commission on both sides of the transaction;
- (3) if we deal as principal and use Straight Through Processing or execute your orders manually, your orders may match opposite orders in the market on our behalf as principal and we shall be entitled to charge you brokerage where we act as principal on behalf of an associate or a related body corporate;
- (4) if your order does not satisfy the validation rules (filters) or it is received outside normal trading hours your order may be rejected outright or may be subject to manual review by a Designated Trading Representative (“DTR”). In some cases the DTR has the authority to not place the order into the market until you are contacted so as to confirm the order. We will not be liable for any loss caused to you as a result of delay in executing your order or not executing your order at all;
- (5) once your instructions to buy and sell have been processed, the time at which your instructions are executed and your trade occurs will depend on ASX Trade matching your order with a corresponding order or orders;
- (6) we are not responsible for any Losses you incur if any inadvertent duplicate trading instruction is given by you and executed by us;
- (7) you acknowledge that we, as an ASX Market Participant and a holder of an Australian Financial Services Licence, must ensure the conduct of an orderly market and prevent manipulative trading, including insider trading, false trading, market rigging and suspect transactions and therefore in utilising Straight Through Processing you understand that your orders may be scrutinised by both our filters and a DTR. You also acknowledge and agree that we reserve the right to decline to act on your behalf, or accept your instructions (including instructions given with respect to mFund Products) or process any orders placed by you including via Straight Through Processing where in our reasonable opinion your instructions breach or may breach any law or statutory or other regulatory requirements (including without limitation the ASIC Rules, Corporations Act, and ASX Rules);
- (8) the time periods in which the market operated by ASX is open for trading and the characteristics of orders that the ASX will allow to be entered during any particular period that the market is open for trading (or closed) are set out on the ASX website and you should familiarise yourself with this information. We will not be liable for any loss caused to you as a result of ASX not accepting the entry in the market of an order placed by you.

4.5 Acting reasonably and in good faith we may in relation to our ongoing compliance with a regulatory requirement or in relation to the management of our financial or reputational risk at any time refuse your instructions to purchase, sell, amend or cancel any order for Financial Products on your behalf (including settlement instructions with respect to mFund Products). Additionally, we may generally prohibit or restrict your ability to trade Financial Products, access information or utilise portfolio tools under the Service

without providing any advance notice. We accept no liability for any Losses incurred by you arising directly or indirectly as a result of our declining your instructions or restricting your access to the Service.

- 4.6 You acknowledge that your order (or settlement instructions implemented with respect to mFund Products) will be executed at the price available on the ASX or Other Exchange (subject to any limit imposed by you) which may be different from the price at which the Financial Products are trading (or settlement of mFund products can be conducted) when your order was placed. Your orders may be subject to manual review and entry, which may cause delays in their processing.
- 4.7 If you are constituted by more than one person, then we may act upon the instructions of any one of those persons.
- 4.8 You acknowledge that all dealings in Financial Products on your behalf are subject to the ASIC Rules, the Corporations Act, the ASX Rules, the ASX Clear Rules, the ASX Settlement Rules, the Anti-Money Laundering Rules, the customs and usage of the market and are subject to the correction of errors and omissions.
- 4.9 You acknowledge that the ASX has the power under ASX Rule 3200 to cancel or amend, or to require us to cancel or amend, orders, market transactions or crossings and we will take whatever action is required by ASX whether or not you consent. Where ASX exercises these powers you release us from any right you may have to make any claim for Loss incurred or suffered which may arise from the actions of the ASX.
- 4.10 You acknowledge that we may request, agree to or effect cancellation of any orders or ASX transaction (including settlement instructions with respect to mFund Products) for any reason without Your consent where, acting reasonably and in good faith, we believe cancellation is appropriate having regard to our obligations under the ASIC Rules, Corporations Act, ASX Rules, ASX Clear Rules and ASX Settlement Rules.
- 4.11 Where we are obliged by law or otherwise to provide you with information that is not specific to you, and you have provided us an email address, you agree that we may satisfy that obligation by posting that information or a link to it on our website, or by emailing that information or a link to it to you at that address.
- 4.12 When you trade you will ensure that your email address is current at all times and capable of receiving confirmations. You will notify us of any changes to your email address. Where a confirmation is not delivered, you consent to receipt of the confirmation and any future confirmations by mail and agree to pay the relevant costs until you notify us of your current effective email address. You agree to pay these costs pursuant to clause 3 of the Conditions.
- 4.13 You acknowledge that your orders may be purged from the market subject to the ASX Rules, procedures, customs, usages and practices of the ASX (and Other Exchanges as applicable) without notice to you. You further acknowledge that we are not obliged to notify you of any orders which are purged from the market although we will make reasonable endeavors to notify you of any relevant purges. We are not however, liable for any Loss suffered by you if you do not receive notification in this regard. An order that is cancelled or purged by ASX (or any Other Exchange as applicable) will not be reinstated by us without instructions from you.
- 4.14 You acknowledge that if you have a Loan Account, we may be required to seek the Margin Lender's approval

before executing your instructions and that this may delay the execution of your instructions.

- 4.15 Where a confirmation is the subject of two or more Market Transactions, you consent to the accumulation and price averaging of those Market Transactions onto a single confirmation.

## 5. **Payment or Settlement**

- 5.1 You must pay for all purchases using the Service (including settlement instructions with respect to mFund Products) including all associated brokerage, taxes, costs, charges or commissions that are notified to you from time to time, and make good delivery of Financial Products in respect of sales including all associated brokerage, taxes, costs, charges or commissions that are notified to you from time to time, to enable us to settle by the due settlement date (including with respect to mFund Products). You acknowledge that the associated brokerage, taxes, costs, charges or commissions in respect of purchases or sales (including the implementation of settlement instructions with respect to mFund Products) or any other activity undertaken by us on your behalf may be altered from time to time and you will be required to pay the altered brokerage, taxes, costs, charges or commissions to us as at the date the alteration comes into force.
- 5.2 If by the settlement date shown on any confirmation or with respect to any amounts that are otherwise payable to us, (including with respect to settlement instructions given with respect to mFund Products), we have not received all amounts due or received good delivery of Financial Products sufficient to settle the relevant transaction and a demand for payment or settlement has been made, then you authorise us to sell or buy back on your behalf and at your risk and expense (including without limitation all commission, fees, charges and taxes and any other costs) any Financial Products that are the subject of the confirmation (or similar document given to you with respect to mFund Products) or any Financial Products that are outstanding in your Trading Account or any of your Financial Products in our control or possession and apply the proceeds in reduction of your liability and you irrevocably authorise us and each of our directors and employees as your attorney to give instructions accordingly. You also agree to pay any fail fees arising from the failure to settle.
- 5.3 Where a confirmation for the purchase of Financial Products remains unpaid (or otherwise you have failed to meet your obligations with respect to settlement instructions given by you in relation to mFund Products) after we have requested you to pay for the Financial Products you irrevocably authorise us to deduct all amounts owed by you from any credits, payments and other receipts from your Linked Cash Account or from your Trading Account as required for settlements or otherwise required by the ASX or Other Exchange.
- 5.4 Where a contract for the sale of Financial Products is entered into on your behalf (or you give us settlement instructions with respect to mFund Products) and we receive on your behalf proceeds of sale (or settlement), we shall, subject to clause 5.5 below and after deduction of all relevant brokerage, taxes, costs, charges or commissions, pay the net amount so determined to the Linked Cash Account. If for any reason we cannot effect that payment, we shall hold those monies in our trust account, pending your further direction.
- 5.5 Where you have given to us various orders for the purchase or sale of Financial Products (or settlement

instructions with respect to mFund Products) we shall be entitled to pay you a net amount determined upon settlement of those various orders. We may at any time and at our sole and absolute discretion settle any trades or part of a trade either prior to or after the settlement date shown on the confirmation. Where we have orders from you for the purchase of Financial Products, we shall be entitled to retain any monies due to you for a reasonable period of time to meet that liability.

5.6 In addition to any of the rights conferred upon us by these terms or conditions and the ASX Rules, the ASX Clear, Rules, the ASX Settlement Rules, ASIC Rules, the Corporations Act and the Rules of any Other Exchange, in the event that you fail to settle (including failing to fulfill your obligations with respect to settlement instructions given by you with respect to mFund Products) you authorise us and each of our directors, officers and managers as your attorney to give any instructions on your behalf which we or any such attorney deems fit in their absolute discretion in respect of:

- (1) your issuer sponsored financial products which have been purchased on your instructions and not settled with us with cleared funds before being registered in your name as being issuer sponsored;
- (2) any of your Financial Products that are broker sponsored by us in CHESS;
- (3) your financial products which have been purchased on your instructions and are awaiting registration; and
- (4) your financial products held by any nominee company controlled by us,

to enable us to charge and/or nominee those Financial Products or sell (or transfer) those Financial Products and generally to place us in a position to apply the aforesaid Financial Products and the proceeds thereof in reduction of your liability to us and to recover our costs in so acting.

## 6. **Electronic Communications**

- 6.1 You must immediately report any apparent malfunction of our website, mobile device trading application or SMS Share Trading Service to us.
- 6.2 You will be responsible for verifying the accuracy of an Electronic Communication conducted over the Internet, iPhone application or by SMS, by reviewing the order confirmation webpage appearing immediately following your order or reviewing the SMS confirmation message. You must immediately correct a confirmation that shows incorrect or garbled information or any malfunction.
- 6.3 We shall be entitled to rely on and you agree that you are bound by any Electronic Communication which includes your Security Identifications without any inquiry on our part as to the authority or identity of the purported sender of that Electronic Communication.
- 6.4 You agree not to contest the validity or enforceability of Electronic Communications between you and us in any legal proceedings between the parties. In the event of a dispute, the transaction log of all instructions received from you will be conclusive evidence of the communications contained in them.
- 6.5 You consent to the receipt of confirmations (or a similar document with respect to mFund Products) by electronic means including by email or by accessing a standing confirmation facility to obtain or view your confirmations. With respect to the standing facility you will be sent an e-

mail or other form of electronic message each time there is activity on your Account. If you do not wish to use the standing confirmation facility, you must advise us. If you wish to receive your confirmations in paper form, you must notify us in writing. You acknowledge that each confirmation is subject to the directions, decisions and requirement of ASX, the ASIC Rules, the ASX Rules, the ASX Clear Rules and where relevant the ASX Settlement Rules, the customs and usages of ASX and the correction of errors and omissions.

## 7. **Security**

- 7.1 You must not disclose or share your Security Identifications with anyone, unless disclosure is reasonably required in the circumstances. You are absolutely responsible for the use of any Security Identifications and for retaining its security.
- 7.2 We make no representation or warranty as to the security of data stored on either our web server or on the web servers of parties engaged by us to provide all or part of the Service.
- 7.3 Upon becoming aware of a breach of security, you must immediately notify us and suspend the use of all Electronic Communications until we are satisfied that appropriate steps have been taken to ensure the security of Electronic Communications with you.

## 8. **Computer Facilities**

- 8.1 You acknowledge that the Service may malfunction or become temporarily unavailable due to a computer malfunction or network congestion or for some other reason. We have in place reasonable procedures to avoid unintended interruption of the Service but we do not guarantee that the Service will be available at all times. We will not be liable to you for any Loss suffered by you as a result of such an event.
- 8.2 We will have the right to suspend the Service at any time to perform required administrative tasks and/or scheduled maintenance or otherwise where, in our opinion, an issue has arisen that poses a threat to the continuing proper operation of any part of the system that supports the Service.
- 8.3 We will have the right, in our sole discretion, to immediately suspend or terminate your access to and use of the Service if you:
  - (1) use or in our reasonable opinion appear to use the Service in a manner reasonably deemed inappropriate or unreasonable by us;
  - (2) deliberately or recklessly disrupt the Service, cause congestion or impede others from using the Service, or attempt to do so;
  - (3) use your Internet access to menace, create a nuisance or harass others or attempt to do so;
  - (4) make any denial-of-service attacks on us or any other users or networks relating to us or attempt to do so;
  - (5) use your Internet access to unlawfully obtain access to networks used or operated by us or attempt to do so; or
  - (6) provide us with personal details, including (without limitation) name, address, bank account, email address and phone number, which we consider, in our reasonable opinion, not to be bona fide.

## 9. **Execution Only Service**

9.1 You acknowledge that:

- (1) the Service is an execution-only service and material available to you from the Service does not and is not intended to constitute personal financial product advice and, where the information relates to Financial Products and is provided by third parties, is subject to clause 13;
- (2) we will not provide you with any legal, tax, financial or accounting advice, or advice regarding the suitability or profitability of any Financial Products or investment and we do not know your current financial situation, investment objectives or particular needs. Our employees, contractors or agents are not authorised to give any such advice or recommendation and you warrant that you will not solicit or rely upon any such advice or recommendation from us or from any of our employees, contractors or agents;
- (3) it is your responsibility to obtain investment advice before making any investment decisions relying on the information provided from the Service; and
- (4) to the extent permitted by law we will have no liability (including for any negligence) with respect to the transactions (including any diminution in value) in or for your Trading Account.

## 10. **Placement Guarantee**

10.1 The Placement Guarantee offer applies to orders that match the following criteria:

- (1) new orders (i.e. does not apply to amendments and cancellations);
- (2) 'market to Limit' price type;
- (3) Participant Sponsored equities, interest rate securities or warrants;
- (4) successfully passes Straight Through Processing validation and is processed without manual intervention;
- (5) placed via our website or other applications including iPhone, iPad, Android or other similar devices; and
- (6) received during ASX market trading hours, where the Security to be traded is in 'Open' status.

10.2 Placement speed is calculated from the time we accept your order to the time of placement to ASX Trade.

10.3 The Placement Guarantee does not apply to orders that are entered during system or communication interruptions experienced by us, the ASX or any related service provider.

10.4 The sole remedy that you are entitled to if we fail to meet the Placement Guarantee is to not be charged fees with respect to the trade concerned.

10.5 We reserve the right to change, restrict or revoke this offer at any time and you will be advised by way of our website should we decide to do this.

## 11. **Your General Representations and Warranties**

11.1 Each time you use the Service, you warrant and represent:

- (1) that you will rely upon your own skill and judgment (or that of your independent financial adviser) when placing any order with us to buy or sell Financial Products (or when giving us settlement instructions with respect to mFund Products) on your behalf and assume full responsibility for those decisions;
- (2) that each trade (and settlement instructions given by you with respect to mFund Products) that you will conduct using the Service is lawful and you will at all times meet all commitments on your part arising from transactions under these Conditions;
- (3) that you are not a person with whom we are not lawfully entitled to deal (or provide settlement services with respect to mFund Products) pursuant to any statute, law or rule or regulation in or outside Australia including, without limitation, an employee, consultant or director of another ASX Participant;
- (4) that you will comply with the Conditions, the ASIC Rules, ASX Rules, ASX Clear Rules, ASX Settlement Rules and the rules of Other Exchanges (where applicable) and the Corporations Act when using the Service;
- (5) that you are not a minor, not subject to a bankruptcy and are not an insolvent under administration;
- (6) that you have the financial resources to settle the transactions (including settlement instructions with respect to mFund Products) you enter into via the Service;
- (7) that any person who provides information to us on your behalf or who takes any steps to open a Trading Account on your behalf is authorised to do so;
- (8) you have read and understood all documentation provided to you by us and acknowledge that other terms and conditions that are set out on our website will also apply to you; and
- (9) where you provide us with your Tax File Numbers, these numbers may be passed on by us to the provider of the Linked Cash Account and to the issuers of Financial Products purchased by you and/or their agents.
- (10) you will not utilise devices including scrapers or robots to log into the Service or collect data from the Service and you will not utilise any device that places excessive load or generates abnormal traffic on our Service.

## 12. **Confirmations and Account Statements**

12.1 You must review, upon receipt, all confirmations of transactions (or similar documents received by you with respect to mFund Products) and all statements in relation to your Trading Account. Confirmations (or similar documents received by you with respect to mFund Products) and all such information received by you shall be binding upon you unless, within 2 business days upon receipt, you inform us either in writing or by Electronic Communication of the fact that there is a discrepancy in the information that has been provided to you.

12.2 Any notice, request, demand or other communication may be made personally, by Electronic Communication or by prepaid letter to you at your last notified address, as the case may be, and the notice, request, demand or other communication shall be deemed to have been received by you if made personally when made, by Electronic Communication upon actual receipt and if made by prepaid letter on the business day following posting. Communications made via our website shall be deemed to

have been received at the time the relevant communication is placed on our website.

### 13. **Information Providers**

13.1 You acknowledge and understand that the Service involves the dissemination of information which is supplied by persons not controlled by us (each an Information Provider).

13.2 You acknowledge that we have not verified any information provided by an Information Provider, do not exert any editorial control over such information and, in relation to that information, we are acting solely in the capacity of a carrier by conveying the information directly or indirectly from the Information Provider to you or on your behalf.

13.3 We do not guarantee the timeliness, sequence, accuracy or completeness of any information provided by an Information Provider and all material made available to you from the Service is principally of a purely factual nature and not suitable to be acted upon and is not intended to be personal or general financial product advice.

13.4 You shall use the information provided by the Service only for your own use. You must not on-sell any such information nor may you replicate, alter, commercialise, disclose or make available such information to any person without the express written consent of the Information Provider.

### 14. **Liability and Indemnity**

14.1 Subject to those provisions of the Competition and Consumer Act and the Australian Securities and Investments Commission Act, and any other rights implied by law, which cannot be excluded by agreement between the parties:

- (1) we make no warranties, either express or implied, as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to the goods or services supplied under these Conditions and the Sponsorship Agreement (including the Service and the service provided to you by the Information Providers (as defined in Paragraph 13) and any other service providers; and
- (2) we exclude all liability in contract, tort (including negligence) or otherwise relating to or resulting from use of the Service and for any Loss incurred by you directly or indirectly including without limitation as a result of or arising out of:
  - (i) any inaccuracy, error or delay in or omission from any information provided to you under the Conditions and the Sponsorship Agreement (including the Service and the service provided to you by the Information Providers and any other service providers);
  - (ii) any delays, failures or inaccuracies in the transmission of the Service to you or the service provided by Information Providers and any other service providers, transmission of your orders or instructions, confirmations, or any other communications;
  - (iii) any loss or liability arising from the acts or omissions of third parties, such as persons associated with the maintenance of your computer systems, ISPs Information Providers and service providers;
  - (iv) any unauthorised use of your Security Identifications;

(v) any theft, alteration, addition or loss of data by third parties;

(vi) any interception by a third party of any Electronic Communication from us to you; or

(vii) any disclosure by us of trading activity on your account to a person you have appointed as an Authorised Agent in the Application.

14.2 Except where to do so would contravene any law or make any part of this clause void or unenforceable, in no event shall we be liable for any indirect, special or consequential loss or damage (including, without limitation, loss of profits or revenues) whether arising in contract, tort (including negligence) or otherwise resulting from use of the Service supplied under these Conditions or the Sponsorship Agreement.

14.3 Our liability shall in any event be limited to the re-supply of the Service.

14.4 You will indemnify us and all of our officers, employees, agents, related parties and associates against any Loss incurred by them as a result of your use of the Service, us relying upon and acting in accordance with any instruction provided by you (whether by Electronic Communication or otherwise), your failure to settle any transaction (including settlement instructions with respect to mFund Products) by the due date or any failure by you to strictly comply with these Conditions or the Sponsorship Agreement.

### 15. **Commission Disclosure**

You acknowledge that we may receive commissions from issuers of Financial Products, suppliers of information services, banking services and clearing services in respect of the Service provided to you from time to time and that we are entitled to retain such commissions for our own benefit. You acknowledge that we may retain any interest earned on your money held in our trust accounts prior to it being paid to you or in accordance with your instructions.

### 16. **Information and Privacy Consent**

16.1 If we engage anyone (a service provider) to do something on our behalf (for example, a mailing house, data processor or settlement agent or an agent with respect to our compliance with the Anti-Money Laundering Rules) then you agree that we may exchange Personal Information (as defined by the Privacy Act) with the Service Provider.

16.2 We may disclose Personal Information to entities other than service providers where it is required or allowed by law or where you have otherwise consented. Entities that we may be required to disclose information to include any government, regulatory body or authority that is involved in the regulation of Financial Products trading and clearing.

16.3 You agree that Personal Information can be used by us and any service provider for establishing your Trading Account and Linked Cash Account including compliance by us with the Anti-Money Laundering Rules, ongoing administration of your Trading Account, for the purpose of effecting execution and settlement of your orders and providing the Service to you and for planning, product development and research purposes.

16.4 You understand that you can access most Personal Information that we hold about you (sometimes there will be a reason why that is not possible, in which case you will be told why).



- 16.5 You understand that if you fail to provide any information requested on your Application, or do not agree to any of the possible exchanges or uses of the Personal Information detailed above, your Application may not be accepted by us.
- 16.6 You agree that when your personal information changes you will promptly notify us in writing or by Electronic Communication of your new details.
- 16.7 To find out what sort of personal information we have about you, or to make a request for access, please contact us.
- 16.8 You authorise the recording of any telephone conversations between us and you, with or without an audible tone device.
- 16.9 Where we terminate your access to the Service due to your failure to meet your financial obligations to us you consent to us passing your Personal Information to a credit reporting agency.
- 16.10 We may disclose your Personal Information to issuers of Financial Products or their agents that are CHES registered with us to facilitate a related corporate action and you consent to the issuer or their agent paying us a processing fee.
- 16.11 With respect to the Linked Cash Account, you acknowledge that we will have access to information regarding the operation of this account including any account balance and you authorise us to display any of these details together with your Trading Account balance when you use our online services.
- 17 Anti-Money Laundering and Counter Terrorism Financing**
- 17.1 You acknowledge that:
- (1) We are subject to the Anti-Money Laundering Rules which may prohibit us from offering services or entering into or conducting transactions on your behalf. In particular, we are not required to take any action or perform any obligation on your behalf if we are not satisfied as to your identity or where we believe that by doing so we may breach the Anti-Money Laundering Rules.
- (2) The Anti-Money Laundering Rules include prohibitions against any person dealing with the proceeds of or assets used in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to any person or entity involved (or suspected of involvement) in terrorism or any terrorist act.
- 17.2 You agree:
- (1) We, or any of our agents, may delay, block or refuse to make any payment or to provide any service or otherwise decline to follow your instructions if we believe that to do so may breach any law in Australia or any other country, and will incur no liability to you as a consequence.
- (2) We may provide all information and documents (including to our Service Providers) which are reasonably required to comply with any law in Australia or any other country, including the Anti-Money Laundering Rules. We may disclose such information and documents or information about transactions you conduct or seek to conduct with us, if required to do so by any law in Australia or any other country.
- (3) You represent and warrant to us that the payment of monies by you to us or any instructions given by you to us will not breach any law in Australia or any other country.
- (4) You acknowledge that for the purposes of compliance with the Anti-Money Laundering Rules that any service provider acts as our agent and that accordingly the service provider will provide information to us that it has collected from you with respect to the Anti-Money Laundering Rules.
- 18. Short Selling**
- 18.1 You acknowledge that we do not allow short selling in any form which means we will not accept a sell order from you unless at the time that the order is placed you have a presently exercisable and unconditional right to vest the Financial Products that are the subject of the order in the buyer in circumstances where this right does not derive from a Covered Short Sale arrangement.
- 18.2 You warrant that with respect to each sell order placed by you that:
- (1) you have a presently exercisable and unconditional right to vest the Financial Products that are the subject of the order in the buyer; and
- (2) you have not entered into a Covered Short Sale arrangement with respect to the Financial Products that are the subject of the order.
- 19. Variations and Termination**
- 19.1 We may vary the Conditions (including deleting, altering or adding a new provision) at any time. If we do vary the Conditions, we will give you 7 days prior notice, which notice will be either posted on our website, sent to your email address or posted to your nominated address or advised to you by some other means (the mode of notification will be at our sole discretion). By placing an order with us (or giving us settlement instructions with respect to mFund Products) after the notice period has expired (or doing any other act that is specified in the notification given to you) whether or not you had actual receipt of the notice, you agree to be bound by the Conditions as varied.
- 19.2 We may make a variation without any notice where such variation is necessary to restore or maintain the security of our systems or any Trading Accounts or to comply with a regulatory requirement.
- 19.3 Acting reasonably and in good faith we may terminate your access to the Service or to your Trading Account effective immediately if, in our reasonable opinion, you have breached any of the Conditions and the breach may cause us, in our reasonable opinion, to contravene a regulatory requirement or may otherwise expose us to unacceptable level of financial or reputational risk. Irrespective of this, we reserve the right to terminate your access to the Service or your Trading Account at any time and in our absolute discretion and for that termination to take effect immediately where acting reasonably and in good faith we form the view that continuing to allow you to have access to the Service or to your Trading Account poses a risk that we may contravene a regulatory requirement or that an unacceptable level of reputational or financial risk exists. Instructions you give after any such termination will be diverted to a customer service officer and may be refused. We accept no liability for any Losses incurred by you arising directly or indirectly as a result of any such termination.

- 19.4 You may terminate this agreement by giving not less than 7 days notice in writing to us, subject to all outstanding obligations under the Conditions being fully discharged.
- 19.5 Termination will not affect any rights or obligations accrued prior to termination.
20. **GST**
- 20.1 Notwithstanding any other provision of these Conditions:
- (1) if GST has application to any supply made by us under or in connection with these Conditions we may, in addition to any consideration payable under these Conditions recover from you an additional amount on account of GST, such amount to be calculated by multiplying the relevant amount or consideration payable by you for the relevant supply by the prevailing GST rate; and/or
- (2) without limiting clause 20.1(1), if we are not entitled to an input tax credit in respect to the amount of any GST charged to or recovered from us by any person, or payable by us, or in respect of any amount which is recovered from us by way of reimbursement of GST referable to any supply made under or in connection with these Conditions, we will be entitled to increase any amount or consideration payable by you on account of such input tax and recover from you the amount of any such increase.
- 20.2 Any additional amount on account of GST, or on account of an amount for which we are not entitled to an input tax credit, recoverable from you pursuant to this clause is to be calculated without any deduction or set-off of any other amount and is payable by you upon demand by us whether such demand is by invoice or otherwise.
21. **Successors**
- The Conditions shall be binding upon your heirs, executors, administrators, personal representatives and assigns. The Conditions shall inure to the benefit of us and our successors, assigns and agents. Providing such assignment could not reasonably cause you a detriment we may assign our rights and duties under the Conditions to any person without giving prior notice to you. Otherwise we may assign our rights and duties under the Conditions to any person having given you reasonable prior notice of our intention to do and giving you the option of terminating your relationship with us. You may not assign your rights and duties under these Conditions without our prior written consent, such consent to not be withheld unreasonably.
22. **Force Majeure**
- Neither party is liable to the other for any Loss suffered by the other party due to a force majeure event.
23. **Applicable Law**
- These Conditions are subject to the laws of New South Wales and the parties agree to submit to the non exclusive jurisdiction of the Courts of New South Wales
24. **Payments of dividends & Distributions**
- 24.1 You may request us to arrange for dividends or other payments that you are entitled to receive from the issuers of ASX traded financial products to be paid into your Linked Cash Account. mFund distributions will be reinvested.
- 24.2 You acknowledge that this facility may not be available with respect to all ASX traded financial products (or mFund Products) with respect to which you are the registered holder.
- 24.3 Where this facility is requested, you authorise us to pass information with respect to your Linked Cash Account to the issuers of financial products with respect to which you are the registered holder and/or their agents.
- 24.4 You acknowledge that where this facility is set up all payments that derive from each share registry that allows this facility to be put in place will be paid to your Linked Cash Account and that payments that had previously been made by a relevant share registry to other bank accounts controlled by you will no longer be made.
25. **Transactions not settled or secured by cash**
- 25.1 Where, at any time either before or after these terms and conditions take effect:
- (1) we enter into a Financial Products transaction on your behalf, which is not settled or secured by cash, but which is secured in our favor by the deposit of equity securities as collateral by you; or
- (2) we enter into a Financial Products transaction for and on the instructions of a third party, which is not settled or secured by cash, and you agree with the third party for your equity securities being used as collateral to secure to us the third parties' settlement of the Financial Products transaction.
- 25.2 You hereby charge in favour of us such collateral securities as security for the monies owing to us on the Financial Products transaction, and we may and are hereby so authorised by you to:
- (1) lodge such collateral equity securities with ASX Clear as collateral to secure the settlement of a Financial Products contract transacted by us for you or the third party, in which event any security interest of ASX Clear, with respect to such collateral equity securities, shall take priority over our charge until such equity securities are released by ASX Clear to us when the security interest of ASX Clear will cease;
- (2) refuse to comply with your instructions to withdraw such collateral equity securities and retain them up to a value of 120% of the amount of any outstanding settlement due to be made by you or the third party to us; and
- (3) on release of the aforementioned collateral equity securities by ASX Clear, as holder of a charge, sell such collateral equity securities and apply the proceeds of sale in reduction of the outstanding settlement obligations of you or the third party to us. We shall have the right to hold a Deed of Charge pursuant to these terms and conditions over the collateral equity securities to secure the settlement of any outstanding payment that may be due by you or the third party to us.
26. **Securing settlement by a deed of charge over collateral equity securities**
- Where at any time either before or after these trading terms and conditions take effect, we have accepted equity securities from you to be held as collateral to secure the settlement of a financial products transaction whether executed for you or for a third party which you have agreed to secure, we are entitled to request you to execute a Deed of Charge in favour of us and/or in favour of ASX Clear charging by way of security those equity securities, to secure all amounts owing or to become owing to us by you, or the third party in relation to the transaction to which

the collateral relates, or in relation to any ASX Clear charge, those amounts and any amounts owing by us to ASX Clear on such transaction, on such terms as we stipulate, and you must execute such Deed or Deeds of Charge within 48 hours of the request to do so, failing which the you hereby appoint each of our directors severally as your duly appointed attorney to execute on your behalf such Deeds or Deeds of Charge, and to sign all further documents and do all things to cause them to be registered on the Personal Property Securities Register.

**27. Confidentiality agreement**

For the purposes of s275 of the Personal Property Securities Act 2009 you and us hereby agree that neither you or us will disclose information of the kind mentioned in subsection 275(1) of that Act.

## CONDITIONAL ORDERING TERMS AND CONDITIONS

### Third Party Platform Pty Ltd (ABN 74 121 227 905) Trading as Bell Direct AFSL No. 314341 Participant of the ASX Group

These terms and conditions apply to your Financial Products Trading Account with Third Party Platform Pty Ltd trading as Bell Direct ("Bell Direct") in relation to the provision of the conditional ordering facility. These terms and conditions are between you and Bell Direct and must be read together with the general terms and conditions that apply to your Bell Direct Trading Account. These terms and conditions do not apply to mFund Products. Please read this document carefully and retain it for future reference.

In consideration of Bell Direct accepting your deposit of funds, becoming your sponsoring broker in relation to Financial Products, accepting your instructions to trade Financial Products or accepting your Conditional Order you agree to be bound by these terms and conditions, as amended from time to time.

#### 1. **Definitions and Interpretation**

1.1 Unless separately defined, words used in these terms and conditions have the same meaning as defined in the general terms and conditions that apply to your Trading Account.

1.2 In these terms and conditions:

- (1) **Conditions** means the terms and conditions included in these conditional ordering terms and conditions and the general terms and conditions that apply to a Bell Direct Trading Account, as amended from time to time.
  - (2) **Conditional Order** means an instruction to monitor a particular Financial Product in relation to a predefined list of Criteria such that where the Criteria is met an order in that Financial Product may be placed on the market.
  - (3) **Corporate Action** means an action taken by a public company that has a direct effect on the holdings of its shareholders. The most common example of a corporate action is the payment of a dividend.
  - (4) **Criteria** means a combination of data provided to Bell Direct relating to a Financial Product, which may include the ASX code, price trigger type, start and finish times, minimum volumes, a quantity, Limit Price, volume and action to be taken with respect to that Financial Product.
  - (5) **Trigger** means the Criteria specified by you when a Conditional Order instruction is given to Bell Direct, which, when satisfied, will create a Triggered Order to be sent to Bell Direct for vetting. If your Triggered Order passes Bell Direct's vetting process, the order may be placed on the market.
  - (6) **Triggered Order** means the order created as a result of the Criteria being met that is vetted by our systems before being placed into the market.
- 1.3 Unless the context requires otherwise, words defined in the Corporations Act, ASIC Rules, ASX Rules, ASX Clear Rules, ASX Settlement Rules or any Other Exchange rules, have the same meaning in these Conditions.

#### 2. **General**

2.1 We may offer you the conditional ordering facility via the Service. In agreeing to these Conditions you acknowledge that you:

- (a) have read and understood all the information available via the Service relating to conditional ordering and the order entry system;
- (b) understand the effect of and risks involved in with placing Conditional Orders and acknowledge that a Conditional Order may not become a Triggered Order in some situations;
- (c) have read and understood the Bell Direct Financial Services Guide prior to making any decision to place a Conditional Order;
- (d) will not place a Conditional Order for the purpose of damaging the integrity of the market, manipulating the price and/or market for a Financial Product, market rigging, insider trading or for a purpose that otherwise, in any way, interferes with the conduct of an orderly market; and
- (e) are aware that using Conditional Orders may involve different types of risk to the risks that are otherwise involved in trading in Financial Products. You are also aware that prices of Financial products may change between the time a Conditional Order becomes a Triggered Order and the time that order is placed in the market.

2.2 All Conditional Orders placed via the Service are subject to the general terms and conditions that apply to your Trading Account.

#### 3. **Access**

- 3.1 Conditional Orders may be placed via the Service.
- 3.2 Conditional Orders that become a Triggered Order during the ASX market closing phase will, subject to being vetted by our systems, be executed on the next trading day.
- 3.3 You may amend or cancel an open Conditional Order via the Service. If the Conditional Order has become a Triggered Order, you can amend the order via the Service prior to it being executed but you acknowledge that a Triggered Order may be executed very shortly after it becomes a Triggered Order.
- 3.4 A Conditional Order, if accepted by us, is valid for the period as specified when placed via our Service. Unless you specify another expiry type or date, the resulting Triggered Order will by default be a "good until cancelled" order type, until cancelled by you or purged as described in these Conditions.
- 3.5 Where the price entered for a Conditional Order instruction is equal to the last traded price of that Financial Product, another trade at the same price is required before the Conditional Order will become a Triggered Order.
- 3.6 All Conditional Orders must nominate a Limit Price. We will not accept an "at market" order type as a Limit Price.
- 3.7 Acting reasonably and in good faith we may impose limits on the number of open Conditional Orders you may have in any one Financial Product at any time.

- 3.8 Where we receive multiple Conditional Orders from you or different clients, each with the same or similar Trigger, and these orders become Triggered Orders simultaneously, the Triggered Orders will be placed into the market as expeditiously as possible, but this may not necessarily occur in the same order as order in which the Conditional Orders were placed.
- 3.9 We may accept your Conditional Order instruction with or without you having Cleared Funds or with or without you having sufficient holdings sponsored by us in the Financial Product concerned, but we may reject your Triggered Order if there are insufficient Cleared Funds or if the Financial Products to be sold are not Participant Sponsored by us or for any other reason permitted under these Conditions including the general terms and conditions that apply to Your Trading Account.
- 3.10 The fact that a Conditional Order has become a Triggered Order does not guarantee your order will be executed or that it will be executed at the price available at the time that the Conditional Order became a Triggered Order. If the Triggered Order is not fully executed you are responsible for monitoring the outstanding order and placing further instructions to amend or cancel that order as you see fit.
- 3.11 Where a Conditional Order becomes a Triggered Order and passes our vetting process we will endeavour to place the Triggered Order into the market as soon as reasonably practicable. You acknowledge that if your Triggered Order was created at or near the ASX market close your order might be queued in an order book for placement onto the ASX Market the next trading day.
- 3.12 You acknowledge that certain Triggered Orders may be subject to manual review and entry by our Designated Trading Representatives, which may result in those orders not being processed or cause delays in the processing of those orders. Provided that it has acted reasonably and in good faith, Bell Direct is not liable for any delays in placing your order or for your order not being placed at all.
- 3.13 A Conditional Order may be cancelled or purged by Bell Direct when the ASX code with respect to the relevant Financial Product is altered or a Corporate Action is to occur with respect to the Financial Product.
- 3.14 Acting reasonably and in good faith and in relation to ongoing compliance by Bell Direct with regulatory requirements or for any other valid reason including the management of its level of reputational or financial risk, Bell Direct may at any time refuse to accept a Conditional Order.
- 3.15 Acting reasonably and in good faith and in relation to ongoing compliance by Bell Direct with regulatory requirements or for any other valid reason, Bell Direct may at any time and cancel or purge any Conditional Order or Triggered Order without providing any reason for doing so.
- 3.16 In the event of a system malfunction we may purge your Conditional Order. You are responsible for re-submitting any orders that may have been purged or cancelled. If we do purge your Conditional Order we will use reasonable endeavours to notify you by an SMS or email message alert of this fact within a reasonable time.
- 3.17 In the event that the Service is unavailable, Bell Direct reserves the right to refuse to accept Conditional Orders and to cancel any Conditional Orders that have been received, without prior notice.
- 3.18 You acknowledge that you are required to monitor the status of your Conditional Order and if you consider necessary, re-submit any orders that have been purged or cancelled.
4. **Restrictions of Access**
- 4.1 You acknowledge that Bell Direct is required to comply with the Corporations Act, ASX Rules, ASX Clear Rules, ASX Settlement Rules, the Anti-Money Laundering Rules and any other applicable laws, which may require Bell Direct to suspend, limit or prohibit access to the conditional ordering facility.
- 4.2 Acting reasonably and in good faith and relation to ongoing compliance by Bell Direct with regulatory requirements or for some other valid reason including the management of its level of reputational or financial risk, Bell Direct may suspend, limit or prohibit access to the conditional ordering facility without prior notice.
- 4.3 Acting reasonably and in good faith and relation to ongoing compliance by Bell Direct with regulatory requirements or for some other valid reason including the management of its level of reputational or financial risk Bell Direct may suspend, limit or prohibit access to the conditional ordering facility for particular Financial Products without prior notice.
5. **Notification of Alerts**
- 5.1 If you are eligible to receive message alerts and request that we provide you with alerts in relation to Conditional Orders, you must provide us with a valid email address or mobile telephone number.
- 5.2 We do not guarantee the performance of any email, phone or alternate service provider. You acknowledge that your receipt of messages (including SMS messages and emails) is dependent on other service providers not controlled by or associated with us, including and without limitation, your chosen internet service provider or mobile telephone service provider and our SMS and email providers. You acknowledge and agree that Bell Direct is not liable to you for any Loss suffered by you as a result of you not receiving a message.
6. **Fees and Charges**
- 6.1 In addition to the brokerage and any other fees that apply to transactions undertaken on your behalf, you will be charged an additional fee for each Conditional Order that is executed. This fee will be notified to you from time to time.
- 6.2 We may charge fees for providing you with emails and/or SMS messages relating to Conditional Orders. These fees will be notified to you from time to time.
- 6.3 You will pay all fees associated with Conditional Orders in the manner specified in the general terms and conditions that apply to your trading account.
7. **Variation And Termination**
- 7.1 We may vary the terms and conditions that relate to the conditional order facility in accordance with the matters set out in clause 19 of the general terms and conditions that apply to your Trading Account.

**1. Application of ASX Operating Rules**

You and us are bound by the ASX Operating Rules of ASX Limited ("ASX"), the Corporations Act and the Procedures, customs, usages and practices of ASX and its related entities, as amended from time to time, in so far as they apply to ASX BookBuild and any allocation of Financial Products in an offer on ASX BookBuild.

**2. Right to refuse to deal**

You acknowledge that we may at any time refuse to deal in, or may limit dealings in, the Financial Products offered under ASX BookBuild for you. We are not required to act in accordance with your instructions, where to do so would constitute a breach of the ASX Operating Rules or the Corporations Act. We will notify you of any refusal or limitation as soon as practicable.

**3. Offers in the U.S. or to U.S. persons where terms of offer are silent**

If the terms of the offer are silent on whether offers and issues of Financial Products are prohibited in the United States or to U.S. persons, then you acknowledge that the following terms of the offer will apply:

(a) The Financial Products have not been, and will not be, registered under the US Securities Act of 1933 (the US Securities Act), and may not be offered, sold or resold in the United States, or to or for the account or benefit of U.S. persons, except in accordance with an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act;

(b) Expressions used but not defined in these terms have the meanings set forth in Regulation S under the US Securities Act.

**4. Warranty**

When you instruct us to enter a Bid in an offer of Financial Products you warrant that:

(a) you are aware of and agrees to:  
(i) the Investment Cap; and  
(ii) the terms of the offer;

(b) you are entitled, under:  
(i) the Investment Cap; and  
(ii) the terms of the offer,

to enter that Bid and to subscribe for any Financial Products allocated to it under Rule [4930].

**5. Allocation**

You acknowledge that where you have received an allocation of Financial Products as a result of a Bid entered by us on your behalf for the allocation of the relevant Financial Products under the applicable offer you have an obligation to subscribe for the number of Financial Products allocated to you at the final BookBuild Price on the terms of that offer.

**6. Divestment**

When you:

(a) have received an allocation of Financial Products in an offer on ASX BookBuild which represents a percentage of Financial Products in that offer which exceeds the Investment Cap; or

(b) have received an allocation of Financial Products in an offer on ASX BookBuild which results, or together with allocations to other persons result, in the voting power in the BookBuild Issuer of the Client or any other person increasing from a percentage at or below the Investment Cap to a percentage above the Investment Cap, you acknowledge that such allocation was outside of the parameters established by the BookBuild Issuer for the offer on ASX BookBuild and that the BookBuild Issuer may, at its election, require that you divest such number of Financial Products allocated in the offer on ASX BookBuild up to the number required for the relevant person to no longer exceed the Investment Cap.

For the purposes of this clause 6, a person's voting power in the BookBuild Issuer has the meaning given by s610 of the Corporations Act.

You acknowledge that damages are not an adequate remedy for a breach of clause 4 and that the BookBuild Issuer can require specific performance of this clause 6.

**7. Enforceability by BookBuild Issuer**

You acknowledge that the warranties and acknowledgments in clauses 4, 5 and 6 above can be enforced by the BookBuild Issuer.

**8. Effect of termination**

Termination does not affect the existing rights and obligations of you or us at termination.

**9. Revised terms prescribed by ASX**

If ASX prescribes amended minimum terms for an ASX BookBuild Client Agreement for the purposes of the Rules (the "New Terms"), to the extent of any inconsistency between these minimum terms and the New Terms, the New Terms will override the terms of the ASX BookBuild Client Agreement and apply as if the you and us had entered into an agreement containing the New Terms.

**10. Copy of changes to be provided to you**

We will provide a copy of the New Terms to you as soon as practicable after ASX prescribes the New Terms.