

MINC FINANCIAL SERVICES TERMS OF BUSINESS FOR ASX TRANSACTIONS

1. INTRODUCTION

- 1.1** These terms (**Terms**) govern your relationship with Minc Financial Services Pty Limited (**Minc**) in relation to its dealing for you in Financial Products including, without limitation, dealing in Financial Products quoted on ASX. These Terms apply to you when you submit to us an Application Form or, if earlier, at the time you first place an Order with Minc or otherwise instruct us to provide a service to you. You acknowledge and agree that you have read and understood all documentation provided to you by us including these Terms. You authorise Minc to open a Client Account for you.
- 1.2** You acknowledge that you have received a copy of our Financial Services Guide (**FSG**). Our FSG may change from time to time. A copy of the current FSG can be obtained on our website or on request.
- 1.3** You acknowledge that your dealings in Financial Products and the performance by us of our obligations under these Terms are subject to the Corporations Act 2001 (Cth), the ASX Market Rules, the ACH Clearing Rules, the ASTC Settlement Rules, any other directions, decisions and requirements of ASX and the customs, usages and practices of the ASX or any other financial market where any dealing in Financial Products takes place.
- 1.4** You acknowledge that we will not provide legal, tax, financial or accounting advice to you as part of the services that we provide to you in accordance with these Terms. We provide an execution service and general financial product advice only. We do not provide personal financial product advice. You acknowledge that when we or any director, agent or employee of Minc provides any services to you, they are not required to take into account your personal circumstances investment objectives, financial situation or particular needs. We do not act in a fiduciary capacity and Minc does not owe any fiduciary obligations to you in respect of its services provided to you in connection with these Terms.
- 1.5** A glossary of words and expressions used in these Terms is set out in clause 18.

2. ORDERS

- 2.1** You may from time to time place Orders with us to buy or sell Financial Products. Subject to these Terms, we will deal (or will instruct third parties to deal) on your behalf in Financial Products in accordance with your instructions.
- 2.2** You may authorise another person (**Authorised Operator**) to give instructions and place Orders on your behalf. You must notify us in your Application Form or otherwise in writing of any such authorisation, setting out the name and specimen signature of the person. Any change or revocation of such authority is only effective upon receipt by us of a signed written notice of change or revocation from you. For the purposes of these Terms, Orders placed by, and other instructions given by, an Authorised Operator (or which appear to us to be placed or given by an Authorised Operator) are taken to be your Orders or instructions.
- 2.3** We may refuse to accept an Order and we may place a limit on any Order or place other conditions on the receipt of instructions or Orders, in our absolute discretion and for any reason. We will notify you of any refusal or limitation as soon as practicable.
- 2.4** We may cancel or amend an Order:
- (a) if required by ASX or ACH to do so;
 - (b) in the event of an error; or

- (c) where we consider the cancellation appropriate, having regard to the desirability to maintain a fair and orderly market and our obligations as a Trading Participant under the ASX Market Rules.
- 2.5** We will make reasonable efforts to effect any instructions to cancel or amend Orders as quickly as possible. However, should an Order be filled prior to a cancellation or amendment instruction being effected, you will be obliged to accept the Transaction or Transactions on the original terms prior to your amendment or cancellation instruction.
- 2.6** We may execute Orders for you in circumstances where we or our associates:
- (a) hold a principal position or deal in the financial products;
 - (b) provide similar services to other persons in relation to Financial Products;
 - (c) have material price sensitive information relating to Financial Products where the individuals processing your Order are prevented from knowing or taking into account such information by reason of Chinese Walls; or
 - (d) have a potential conflict of interest of which you are not aware and which we are unable to disclose to you.
- 2.7** We or an associate may take the opposite position in a Transaction with you. Your Orders may match opposite orders of another person who is our client, and this may entitle us to receive commission from both sides of the transaction. Similarly, if we deal as principal, then your Orders may match opposite orders entered on our behalf as principal and you authorise us to charge you commission in respect of the Transaction in those circumstances.
- 2.8** You acknowledge that we do not operate any discretionary accounts.
- 2.9** All Orders will remain open until either cancelled by the client or purged by the ASX trading system or the Online Service. An Order or unfilled part of an Order will be purged nine weeks from the date of the Order entry. Any Order for Exchange Traded Options expires at the end of the Trading Day on which the Order was placed, to the extent not filled. Once an Order has partially traded, only the remaining volume can be cancelled and you remain liable for the volume traded. We do not accept responsibility for reinstating lapsed Orders or for contacting the client to seek new instructions.
- 2.10** If an ASX security code changes, you are responsible for replacing all live and contingent Order codes with the new relevant ASX security code. We will not be responsible for any live or contingent Orders with the incorrect security code.
- 2.11** You must not place an Order which contravenes, or which would cause us to contravene, the Corporations Act or the ASX Market Rules.
- 2.12** You must not place an Order that would result in a Short Sale without our prior approval of (which may be withheld in our absolute discretion). A "Short Sale" is defined in the ASX Market Rules and, in general, is when you sell financial products (or products are sold on your behalf), at a time when you do not own the financial products and have them available to sell or otherwise have a presently exercisable and unconditional right to vest the financial products in a buyer.
- 2.13** You are required to disclose to Minc, at the time of placing the Order, any Order that constitutes a short sale, as that term is used in the ASX Market Rules.

3. ONLINE SERVICE

- 3.1** This clause 3 contains provisions which, in addition to the other Terms, govern the use of any service we provide under which you may place your Orders through Automated Client Order Processing (**Online Service**).
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- 3.2** You acknowledge that if we provide the Online Service to you:
- (a) there may be delays in the processing, execution, amendment or cancellation of an Order entered through the Online 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 Online Service may be delayed by filters or other electronic features of the electronic system;
 - (c) we are not responsible for the processing, execution or cancellation of any Orders submitted through the Online 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;
 - (d) except as required by law, we make no representations or warranties express or implied with respect to the Online Service; and
 - (e) there are significant risks in trading through the Online 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 Online Service, institutions or brokers may be able to see your Orders and other communications relating to trading and execution without your (or our) consent and that third parties (including persons on private networks) will have the ability to attach to your network.
 - (f) All partially filled orders will be booked out at the end of the day with the relevant brokerage charges as outlined in our Financial Services Guide.
- 3.3** If we make the Online Service directly available to you, you also agree to be bound by any terms and conditions of access and use which we may specify and notify to you.
- 3.4** Further information on how to use and understand the online trading system can be obtained by accessing the following web page: <http://web.iress.com.au/help/>.
- 3.5** You are solely responsible for any actions or omissions by an Authorised Operator. You are responsible for maintaining the security of log-ins or passwords issued in respect of the Online Service and that only Authorised Operators are permitted to, and do, access the Online Service made available to you.
- 3.6** Either you or your Authorised Operator may place Orders with us using the Online Service. Any Authorised Operator must be:
- (a) an officer or representative who is permitted to use the Online Service on your behalf; or
 - (b) your agent who you have appointed (in writing) to use the Online Service on your behalf.
- You authorise each person who is an Authorised Operator from time to time to enter Orders using the Online Service in accordance with this document as your agent. You will provide us on request with a list of your Authorised Operators (containing their names and contact details) and any changes to such a list.
- 3.7** You and each Authorised Operator must satisfy any requirements (including without limitation requirements as to knowledge, training, testing, procedures and controls) notified by us to you from time to time and you are solely responsible for ensuring that an Authorised Operator satisfies these requirements.
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- 3.8** We may suspend, terminate or impose conditions on the use by you or any Authorised Operator of the Online Service at any time without notice to you.
- 3.9** If you are uncertain as to whether your Order has been received, you will make all reasonable attempts to verify whether the Order has been received, approved and effected prior to taking further action. You agree to issue specific cancellation or amendment instructions with respect to an existing Order and not to attempt to effect changes by placing a second or duplicate Order. You will be solely responsible and liable for any duplicate instruction that you place.

4. CONFIRMATIONS

- 4.1** We will, where required by the Corporations Act and the ASX Market Rules, give you a confirmation (**Confirmation**) in respect of each Transaction Minc enters into for you. You consent to receiving Confirmations by electronic means.
- 4.2** Each Confirmation given by us is subject to the ASX Market Rules, the ACH Clearing Rules, the ASTC Settlement Rules, any other directions, decisions and requirements of ASX, and the customs, usages and practices of ASX or any other financial market where any dealing in Financial Products takes place, and the correction of errors and omissions.
- 4.3** You agree to and authorise us to accumulate and average the price of two or more Transactions in a single Confirmation, where permitted under the Corporations Act and the ASX Market Rules. If you require us to do so, we will provide you with a statement of the individual prices of the Financial Products that are accumulated and averaged in accordance with these Terms.
- 4.4** You are responsible for checking each Confirmation. You must immediately notify us if you become aware that there is an error in the Confirmation. We are entitled to assume that the Confirmation is correct unless you notify us of any error within 24 hours following us (or someone on our behalf) giving you the Confirmation.

5. BROKERAGE AND FEES

- 5.1** You must pay to us or as we direct:
- (a) brokerage at such rates as we may notify you from time to time;
 - (b) any fees, taxes, stamp duty or other charges as may from time to time be levied on or in connection with any dealings in Financial Products entered into on your behalf; and
 - (c) in respect of any unpaid amounts required to be paid under these Terms including, (without limitation) any amounts due as a result of your failure to pay interest on all such amounts denominated in Australian dollars at the rate of 15% per annum, such interest to accrue from the due date to the date of its payment in full.
- 5.2** Brokerage charged by us is collected by the Clearing Participant on our behalf. The Clearing Participant will account to us for such brokerage after deducting fees which the Clearing Participant charges to us.
- 5.3** If you have been referred to us or on behalf of a broker or other third party, that broker or third party may receive benefits in the form of a commission or rebate from us. Commission is also payable to the Clearing Participant on a contract for the transfer of Underlying Securities following the exercise of an Option. The Clearing Participant will pass on part of that commission to us.
- 5.4** Unless otherwise agreed, all amounts payable by you under these Terms are inclusive of GST.
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6. SETTLEMENT OF TRANSACTIONS

- 6.1 Minc is not a Clearing Participant of ACH. Transactions that we enter into for you on ASX are cleared and settled by our Clearing Participant. The arrangements differ depending on whether the Transactions relate to ASX Cash Products or ASX Derivatives, as follows:
- (a) In relation to Transactions involving ASX Cash Products, before we can accept an Order from you we are obliged by the ASX Market Rules to make a declaration to you relating to the clearing arrangements for those Transactions. The terms of this declaration follow immediately after these Terms in the section entitled "*Client Agreement with Clearing Participant*".
 - (b) In relation to Transactions involving ASX Derivatives, before we can accept an Order from you we are obliged by the ASX Market Rules to make sure that you have entered into a client agreement with our Clearing Participant for those Transactions. The client agreement with our Clearing Participant is available separately from us.
- 6.2 The date and time for settlement of a Transaction is the date and time specified on the relevant Confirmation, or if no date and time are specified, is determined in accordance with the ASX Market Rules, the ACH Clearing Rules and the ASTC Settlement Rules.
- 6.3 Subject to any prior arrangement you have with us, you must have established a cash management account or other account approved by us for the purposes of receiving or making payments in accordance with these Terms (in each case your **Cash Account**).
- 6.4 Before placing an Order with us to *purchase* Financial Products you must ensure Minc and the Clearing Participant are able to access cleared funds in your Cash Account or through an approved margin lending facility, sufficient to cover the purchase price any fees (including our brokerage) and any other amounts required to meet your obligations in respect of the Order. From the time of placing the Order, you may not withdraw from your Cash Account money required to settle the Transaction and you acknowledge that we may take steps with the provider of the Cash Account to ensure that does not happen. We are not required to transfer to you any Financial Products acquired or purchased on your behalf, until we have received payment in full for the relevant Transaction.
- 6.5 Before placing an Order with us to *sell* Financial Products you must ensure that there are arrangements in place to enable us to access the relevant Financial Products in order to settle the resulting Transaction including, for example, if you have adequate Financial Products registered in your name on your CHES sponsored holding reports, or an approved a holding in connection with an approved margin lending facility. We will not be held responsible for any errors in CHES or margin lender holding reports.
- 6.6 Before placing an Order with us to *sell (write) a Call Option* in respect of Underlying Securities, you must ensure that you have sufficient Underlying Securities available for lodgement by the Clearing Participant with ACH as collateral.
- 6.7 We or the Clearing Participant may withhold the payment to you of any proceeds in respect of a sale Transaction until all amounts due and payable by you in accordance with these Terms have been paid in full. The proceeds of a sale Transaction to which you are entitled under these Terms will be paid directly to you and not to any third party, unless you have otherwise instructed us to do so.
- 6.8 You authorise us or the Clearing Participant to:
- (a) appropriate any credits, payments receipts or amounts to which you are entitled (including amounts standing to the credit of your Cash Account or your Client Account) and
 - (b) set off those credits, payment, receipts or amounts against any amount due or owing by you to us or the Clearing Participant.
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6.9 If you fail to make payment, deliver any documents or security holder information to us or the Clearing Participant in accordance with the relevant Confirmation and these Terms or the terms of your client agreement with the Clearing Participant, we may do one or more of the following:

- (a) pass on to you all costs incurred by us as a result of that failure;
- (b) charge an administration fee calculated by reference to the additional cost which may be incurred by us as a result of your failure to settle;
- (c) levy a default charge on the amount outstanding from time to time at the rate of 15% per annum which we would be required to pay on an overdraft facility with its then current bankers;
- (d) charge interest on any debit balances resulting from your failure to settle any Transaction;
- (e) sell any Financial Product purchased on your behalf at your risk and expense;
- (f) sell any Financial Product that we otherwise hold on your behalf and apply the proceeds to reduce your liability to us and to recover our costs in so acting;
- (g) apply any cash held by us or to which we have access, or payments received for or from you, to reduce your liability to us; and
- (h) cancel any of your unexecuted Orders.

6.10 You are responsible for and indemnify us against all costs (including legal costs on a full indemnity basis), expenses, damages and losses arising in connection with any failure by you to settle an executed Transaction including, but without limitation to, any consequential loss, brokerage, stamp duty, taxes, penalties, interest and legal costs. You must pay or reimburse us any amount covered by the indemnity in this clause immediately upon demand. We may deduct any of the amounts contemplated in this clause (and any GST) from any sale proceeds or other amounts otherwise payable to you.

6.11 We may require you to complete a direct debit request, by which you:

- (a) request us to arrange for any amount we may debit or charge you, to be debited through the Bulk Electronic Clearing System and paid to us from the Cash Account; and
- (b) authorise us to debit the Cash Account with any amount we may debit or charge you in accordance with these Terms.

You must not revoke or purport to revoke any direct debit request without our prior written approval.

6.12 You acknowledge that:

- (a) all margin lending arrangements are between you and the Margin Lender, and we are not a party to these;
 - (b) in the event the client portfolio is nearing or is in Margin Call, the Margin Lender and not us has the obligation to notify you;
 - (c) you authorise the Margin Lender linked to the client account (as defined in the Minc Terms) to contact us in circumstances where it has been unable to contact you. In the event that we are contacted by the Margin Lender that you are in or are nearing Margin Call, we will make best endeavours to contact you in order to ascertain instructions for meeting the Margin Call. If we are unable to contact you or you have not provided instructions to us, we will not instruct the Margin Lender to take any action. As the contractual obligations are between you and the Margin
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Lender, the Margin Lender will, if required, exercise their right to sell down Margin Financial Products to meet a Margin Call. We can not be held liable for a Margin Lender exercising their rights under their terms and conditions and contractual obligations with you.

7. CANCELLATION OF TRANSACTIONS

- 7.1** The ASX Market Rules give ASX the power to cancel, amend or require the cancellation or amendment of a Transaction. This power can be exercised without your permission or our agreement.
- 7.2** You authorise us, and agree that we may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any Transaction:
- (a) if ASX, ACH or ASTC exercises any power under their respective operating rules to cancel or amend (or require the cancellation or amendment of) that Transaction;
 - (b) in the event of an Error (as defined in the ASX Market Rules) or otherwise in circumstances contemplated in the ASX Market Rules; or
 - (c) where we consider the cancellation appropriate, having regard to the desirability to maintain a fair and orderly market and our obligations as a Trading Participant under the ASX Market Rules.
- 7.3** The obligations of you and us under these Terms in relation to the settlement of a Transaction which is cancelled in accordance with this clause 7, cease to apply in respect of that cancelled Transaction from the time it is cancelled (whether or not we or someone on our behalf has given you a Confirmation in respect of any affected Transaction).

8. TRADING IN WARRANTS

- 8.1** This clause 8 contains important acknowledgments that we are required to obtain from you before you submit any Order to deal in Warrants.
- 8.2** You acknowledge that:
- (a) you have read and understood the relevant ASX Explanatory Booklets on Warrants (this can be obtained by accessing <http://www.asx.com.au/products/pdf/understandingwarrants.pdf>);
 - (b) a Warrant has a limited life and cannot be traded after its expiry date;
 - (c) Warrants do not have standardised terms of issue and that it is your responsibility to become aware of the terms of issue of any Warrant in which you choose to invest;
 - (d) Warrants may be subject to adjustments after their initial issue and that it is your responsibility to become aware of any adjustments which may have been made to any Warrant in which you choose to invest;
 - (e) the admission by ASX of a Warrant to trading status does not imply that ASX or SEGC gives any guarantee or warranty as to the viability of the Warrant issuer or guarantor; and
 - (f) failure of the Warrant issuer or the guarantor (if applicable) to fulfill their obligations does not give rise to a claim against ASX, handling ASX market participants or SEGC.

9. EXCHANGE TRADED OPTIONS AND OTHER ASX DERIVATIVES

- 9.1** This clause 9 contains provisions which, in addition to the other Terms, govern dealing in Exchange Traded Options and other ASX Derivatives. To the extent of any inconsistency
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between this clause 9 and the other Terms, in relation to dealings and instructions concerning Exchange Traded Options and other ASX Derivatives, this clause 9 prevails.

- 9.2** You acknowledge that you have read and understood the relevant ASX Explanatory Booklet on Options (this can be obtained by accessing the following site <http://www.asx.com.au/products/pdf/UnderstandingOptions.pdf>).
- 9.3** You acknowledge that you have read and understood our Product Disclosure Statement in respect of Exchange Traded Options (this can be obtained by accessing the following site (www.thinkminc.com.au) and other applicable ASX Derivatives.
- 9.4** You agree not to breach, either alone or in concert with others, the position or exercise limits referred to in an Explanatory Booklet or of which we otherwise notify you. You agree to maintain cleared funds in your Cash Account for such sum as shall from time to time be required to settle your obligations. You acknowledge our and the Clearing Participant's rights to close out any contract if you fail to pay the required margin or make the required payments as advised by us or the Clearing Participant.
- 9.5** You may from time to time instruct us to deal in ASX Derivatives. If you give instructions to us to deal in ASX Derivatives in which we are not authorised to deal under this clause, those instructions are taken to vary these Terms to authorise us to deal in those ASX Derivatives under this clause.
- 9.6** Prior to placing an Order with us to deal in ASX Derivatives, you must have signed a client agreement with the Clearing Participant.
- 9.7** You acknowledge that, subject to clause 9.8, immediately upon execution of a Transaction in ASX Derivatives by us on your behalf, the Clearing Participant (and not Minc) is obliged as principal and has the Clearing Obligations (as defined in section 12 of the ASX Market Rules) for that Transaction (including upon registration, obligations to ACH as principal even though the Transaction has been entered into by us on your behalf.
- 9.8** You acknowledge that the Clearing Participant is obliged as principal and has the Clearing Obligations in respect of all transactions in relation to ASX Derivatives which are executed by us on your behalf, unless, in relation to a specified Transaction or Transactions:
- (a) you have consented to the allocation of the Market Contract to another Clearing Participant;
 - (b) the Clearing Participant has consented to the allocation of the Market Contract to the other Clearing Participant;
 - (c) the Clearing Participant has provided that consent prior to the Market Contract being registered with ACH;
 - (d) the other Clearing Participant has accepted the allocation of those trades in accordance with the ACH Clearing Rules; and
 - (e) the other Clearing Participant has entered into a client agreement with you which complies with the ACH Clearing Rules.
- 9.9** For the purposes of clause 9.8(a), you authorise us to:
- (a) instruct the Clearing Participant on your behalf from time to time in its discretion, to allocate an ASX Derivatives contract to another Clearing Participant (**Second Clearing Participant**); and
 - (b) consent on your behalf to the allocation of that relevant ASX Derivatives contract to a Second Clearing Participant,

provided that, at the time the instruction and consent are given to the Clearing Participant by us, an agreement exists between you and the Second Clearing Participant which

complies with the ACH Clearing Rules (and any other applicable rules or law) and sets out the terms of their relationship in relation to the clearing of transactions in ASX Derivatives.

- 9.10** You acknowledge that on execution of a Transaction in an ASX Derivative by us on your behalf, you owe obligations to the Clearing Participant in relation to that ASX Derivative. Where you owe an obligation to deliver funds, security or information to the Clearing Participant that obligation will not be satisfied by delivery to us unless such information is provided to us in sufficient time for us to convey such information to the Clearing Participant to satisfy the obligation.
- 9.11** You agree that we may use, and disclose to the Clearing Participant, such information, any of your Client Account details and information regarding Transactions (including transactions relating to ASX Derivatives or to the exercise of ASX Derivatives) for the purposes of these Terms, and for the purposes of the Clearing Participant monitoring compliance by you, us or the Clearing Participant with their regulatory and contractual obligations, and resolving disputes.
- 9.12** You will take all reasonable steps to deliver information or documentation to us, or cause information or documentation to be delivered to us, concerning Transactions which are requested by a person having a right to request such information or documentation. We are authorised to produce the information or documentation to the person making the request.
- 9.13** Upon termination of these Terms, the Clearing Participant will close out all ASX Derivatives contracts registered in your Client Account with the Clearing Participant, unless, in accordance with a direction from you, the registration of those contracts is transferred to another Clearing Participant in accordance with the ACH Clearing Rules.
- 9.14** If ASX prescribes amended minimum terms for a Client Agreement (as that term is defined in the ASX Market Rules (the **New Terms**), to the extent of any inconsistency between these Terms and the New Terms, the New Terms will override the inconsistent terms of these Terms and apply as if you and Minc had entered into an agreement containing the New Terms, in which case, we will provide a copy of the New Terms to you as soon as practicable after ASX prescribes the New Terms.
- 9.15** You acknowledge that an order for a short options call will only be accepted once the online trading system has checked to ensure that sufficient stock is held in the account for lodgement to ACH.
- 9.16** You acknowledge that you are aware that a Partly Paid Security is a security that may require you to make a further payment or payments at some time in the future.
- 9.17** You acknowledge that you are aware that it is your responsibility to obtain and read a copy of the prospectus, product disclosure statement or information memorandum issued by an Issuer which sets out the particular features of, and rights and obligations attaching to, a Partly Paid security before you place an order to buy a Partly Paid Security.
- 9.18** You acknowledge that you are aware that you may be liable for further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an Issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against you to recover the outstanding payments and/or may result in the forfeiture of your entitlement to the Partly Paid Security.
- 9.19** You acknowledge that you are aware that in certain circumstances you may be liable to make a further payment on a Partly Paid Security despite the fact that you may have disposed of a Partly Paid Security prior to the date that a further payment falls due.
- 9.20** You acknowledge that you are aware that you should monitor announcements made by the Issuer of a Partly Paid Security and that it is your responsibility to inform yourself of the date(s) of or circumstances in which a further payment falls due and the last day that you can dispose of the Partly Paid Security before you are liable for a further payment.
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- 9.21** You acknowledge that you are aware that the amount of a further payment may be unrelated to financial performance of a Partly Paid Security at the time the further payment falls due.
- 9.22** You acknowledge that you are aware that the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due.
- 9.23** You acknowledge that an obligation on you in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against ASX or the Securities Exchange Guarantee Corporation Limited.

10. PRIVACY AND INFORMATION

- 10.1** We may collect your personal information from you when we provide services to you under these Terms. We may use any information we collect from you, or such other relevant documents, to
- (a) assess your request for us to provide our services to you;
 - (b) provide our services to you in accordance with these Terms; and
 - (c) comply with legislative and regulatory requirements including the *Privacy Act 1988* (Cth).
- 10.2** You must notify us when any of the information provided by you changes.
- 10.3** We may disclose personal information to:
- (a) our related bodies corporate, whether in Australia or overseas;
 - (b) the Clearing Participant;
 - (c) our service providers (including marketing companies, data consultants and IT contractors);
 - (d) our agents, contractors, and external advisers;
 - (e) government and other regulatory bodies and authorities whether in Australia or overseas;
 - (f) payment system operators; and
 - (g) other financial institutions and credit providers.
- 10.4** You have a right to access any personal information that we hold about you. Sometimes there may be a reason why access will not be possible. If that is the case, you will be told why. To find out what kinds of personal information we may hold about you, or to request access to any personal information, please contact us.
- 10.5** You agree that your personal information can be used or disclosed by us as contemplated in these Terms. You understand that if you do not provide any information requested by us or do not agree to us using your information as set out in this clause 10, we may not be able to provide our services to you.
- 10.6** You agree that we may make such enquiries as we think fit of any person, including your employer, bank or credit agency, relating to your creditworthiness and disclose the result of
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those enquires to the Clearing Participant for the purposes of the Clearing Participant's risk assessment.

- 10.7** We may record any or all incoming and/or outgoing phone calls with you without making a disclosure to you of this nature each and every time you speak with a representative of Minc. These calls may be recorded without an audible tone. If there is a dispute between us, you have the right to listen to any recording of your conversations. Nothing in these Terms obliges us to keep a recording longer than 90 days.

11. YOUR CAPACITY, REPRESENTATIONS AND WARRANTIES

- 11.1** We provide services under these Terms on the basis that you undertake as primary obligor all obligations arising on the execution of Transactions which we enter into for you.
- 11.2** Each time you place an Order with us or otherwise instruct us, you represent and warrant to us, that you are:
- (a) acting as principal;
 - (b) acting as an intermediary on another's behalf and you are specifically authorised to enter into Transactions on behalf of the other person and (if required) currently have all appropriate Australian financial services licence authorisations to do so ;
or
 - (c) acting in accordance with the terms of a trust deed (if you are a trustee of a trust).
- 11.3** If you are constituted by more than one person (including, for example, if you are a partnership or joint venture), then each person constituting you is jointly and severally liable for the obligations under these Terms, and we may act on the instructions of any one of those persons.
- 11.4** If you are a corporation, you represent and warrant that:
- (a) you hold a valid ACN, ABN or ARBN (as applicable) under the Corporations Act;
 - (b) you have full corporate power to enter into, and perform your obligations under, these Terms; and
 - (c) you have taken all necessary corporate action to authorise the performance of your obligations under these Terms, and these Terms constitute the legal, valid and binding obligations, enforceable against you.
- 11.5** If you are acting as trustee of a trust or superannuation fund, you represent and warrant that you have the appropriate authority to do so and are bound by these Terms as trustee of the trust or superannuation fund, and agree that you are liable under these Terms both in your capacity as a trustee and in your personal capacity.
- 11.6** You represent and warrant that all information in the Application Form and otherwise provided to us by you or on your behalf at any time is true, accurate, complete and not misleading or deceptive.
- 11.7** The representations and warranties contained in these Terms are correct as at the date of your application to open a Client Account and will continue to be correct at all times until these Terms are terminated.

12. ANTI-TERRORISM/MONEY LAUNDERING

- 12.1** You acknowledge that we are subject to various anti-money laundering and counter-terrorism financing laws (**AML/CTF Laws**) which may prohibit us from offering services or entering into or conducting transactions. You agree that we are not required to take any action or perform any obligation under or in connection with this document if we are not
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satisfied as to your identity or where we suspect on reasonable grounds that by doing so we may breach the AML/CTF Laws.

- 12.2** You acknowledges that the AML/CTF Laws 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.
- 12.3** You agree that we may delay, block or refuse to make any payment or to provide any service if we believe on reasonable grounds that to do so may breach any law in Australia or any other country, and we will incur no liability to you if we do so.
- 12.4** You agree to provide all information and documents to us which we reasonably require to comply with any law in Australia or any other country, including any AML/CTF Laws. You agree that we may disclose information which you provide to us, or about transactions you are or seek to conduct with us, where we are required to do so by any law in Australia or any other country.
- 12.5** You represent and warrant to us that the payment of monies by us in accordance with this document, or any instructions given by you, will not breach any law in Australia or any other country.

13. LIMITATION OF LIABILITY AND INDEMNITIES

- 13.1** Subject to those provisions of the Trade Practices Act 1974, the Australian Securities and Investments Commission Act 2001, the Corporations Act and any other rights implied by law, which cannot be excluded by agreement between the parties:
- (a) we make no warranties either expressly or impliedly as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to any services we provide under these Terms including, without limitation, the Online Service;
 - (b) we exclude all liability in contract or otherwise relating to or resulting from use of any services we provide under these Terms and for any loss incurred by you directly or indirectly 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 these Terms including the Online Service;
 - (ii) any delays or failures or inaccuracies in the transmission of Orders or other information including without limitation the Online Service;
 - (iii) any misinterpretation of your Orders or instructions which are unclear, ambiguous, or not specific;
 - (iv) any delay, default, failure in or loss of access to the Online Service;
 - (v) any government restriction, exchange or market rulings, suspension of trading, computer or telephone failure, unlawful access to our Online Service, theft, sabotage, war, earthquakes, strike force majeure and, without limitation, any other conditions beyond our control.
- 13.2** You acknowledge and agree that you indemnify us (including our directors, employees, agents and representatives) in respect of all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and any other amounts whatsoever arising out of any Order or Transaction or any default by you under these Terms, or anything lawfully done by us in accordance with these Terms or at your request, by reason of us complying with any direction, request or requirement of the ASX Market Rules, ACH Clearing Rules or ASTC Settlement Rules, the Corporations Act or any regulatory authority.
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- 13.3** You agree that you will not make, and release us from any obligation giving rise to a right you may have to make, any claim against us for any Loss incurred or suffered by you which may arise in connection with the exercise by ASX, ACH or ASTC of any power under their respective operating rules (including in respect of any Transaction whether or not we or someone on our behalf have given you a Confirmation in respect of any affected Transaction).
- 13.4** Should delays be experienced in processing any Order including, for example, as a result of systems or market delays, or due to verification procedures or unauthorised processes or due to call waiting time or adherence to internal procedures, we will not be liable for any claim for lost opportunity.

14. NOTICES

- 14.1** Notices given by us may be sent to the address, fax number or email address specified in your application for a Client Account or later notified by you, or by posting the notice on our website. Any notice given by us is taken to have been received on the business day following the transmission or posting of the notice.
- 14.2** Notices given by you must be in writing and sent by post or facsimile to our address or facsimile number specified by us in the FSG or on our website or as otherwise notified by us. A notice given by you is taken to have been given at the time it is actually received by us.
- 14.3** Where a Client Account is opened in the joint names of more than one person, each person agrees that we may discharge any obligation we have to give a notice or a document to those persons under these Terms or the Corporations Act by giving notice to any one of those persons.

15. TERMINATION

- 15.1** We may terminate these Terms at any time by giving you notice. You may terminate these Terms at any time by giving us 15 Business Days notice.
- 15.2** The termination of these Terms does not affect outstanding obligations under these Terms which remain undischarged at the time of termination.
- 15.3** Each indemnity provided within these Terms survives the termination of these Terms.

16. GENERAL

- 16.1** Complaints should be referred to us in accordance with the procedures set out in our FSG. Unresolved complaints will be referred to the Financial Industry Complaints Service Limited Resolution Scheme or another independent dispute resolution scheme subscribed by us, from time to time.
- 16.2** As Minc is a Market Participant of ASX, you may make a claim on the National Guarantee Fund (**NGF**) in the circumstances specified under Part 7.5 of the Corporations Act. (For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact SEGC.)
- 16.3** These Terms are governed by and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 16.4** We may vary these Terms by giving the client not less than five (5) business days notice of any variation in writing, by updating its website or by electronic mail. If we believe a variation is necessary to maintain or restore the security of any accounts or of its systems or to comply with any legal or regulatory requirement, we may make the variation without prior notice and will notify you of the change as soon as practicable after the change.
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- 16.5** Each part of these Terms is severable from the balance of these Terms and if any part of these Terms is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of these Terms.
- 16.6** No failure by us to exercise, and no delay by us in exercising, any right, power or remedy in connection with this document will operate as a waiver of that right, power or remedy. No single or partial exercise of any right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy.
- 16.7** These Terms are not to be interpreted against our interests merely because we proposed these Terms or some provision in it or because we rely on a provision of these Terms to protect ourself.
- 16.8** You may not assign or otherwise transfer any of your rights under these Terms to another person without our prior written consent. We may assign or otherwise transfer any of its rights under these Terms to another person without your prior written consent including, without limitation, in connection with a sale or transfer of our business to another person.

17. ALLOCATION POLICY

- 17.1** We will deal with all Orders in accordance with the Allocation Policy in this clause 17. We reserve the right to amend the Allocation Policy at any time. We will inform you of any updates to our Allocation Policy by making them available to you.
- 17.2** You acknowledge and agree that:
- (a) we have provided to you the Allocation Policy;
 - (b) you have read and understood the Allocation Policy;
 - (c) the Allocation Policy is subject to amendment from time to time; and
 - (d) you consent to the Allocation Policy as amended from time to time.
- 17.3** At your request, we will provide you with our current Allocation Policy.
- 17.4** Notwithstanding any other meaning given in these Terms, the following terms used in this clause 17 are defined as follows:
- "At Market Order"** means an order in which the client has requested that the Market Transaction is effected at the prevailing market price quoted at any one time in respect of a particular Cash Market Product.
- "Discretionary Order"** means an order in which the client has requested that Minc exercises discretion as to certain conditions of the order (i.e. price and volume).
- "Limit Order"** means an order in which the purchase or sale of Cash Market Products is to be effected only if specific conditions (i.e. price and volume), as specified by the client, are satisfied. Minc will prioritise Limit Orders in the sequence in which it considers that Market Transactions (satisfying the conditions specified by the client) in respect of the Cash Market Product, are likely to be effected having regard to the prevailing market price quoted in respect of the Cash Market Product.
- "order"** means any instruction to purchase or sell Cash Market Products provided to Minc or through the use of the Online Service.
- "Own Account"** has the meaning given in ASX Market Rule 7.5.1.
- 17.5** Minc will deal fairly and in due turn with all client orders and orders placed on Minc's Own Account having regard to Australian regulatory requirements and market practices.
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- 17.6** To the extent that it is reasonably practicable to do so, Minc will allocate all Market Transactions (including Market Transactions effected pursuant to orders placed on Minc's Own Account) in the sequence in which Minc receives those orders, subject to any delay or technical faults connected with or arising through the use of the Minc Trading Platform or any other delay that is outside the control of Minc.
- 17.7** If Minc receives several orders (including orders placed on Minc's Own Account) on the same terms and in respect of the same Cash Market Product, Minc will generally allocate the Market Transactions to those orders having regard to the time at which the orders were received and generally in accordance with the following priority of allocation:
- (a) first priority will be given to an "At Market Order";
 - (b) second priority will be given to a "Limit Order"; and
 - (c) third priority will be given to a "Discretionary Order".
- 17.8** The priority of allocation specified in clause 4 above is generally applied and may be subject to variation. For example, in the case of a Discretionary Order, if, when Minc exercises its discretion in respect of the order, the price of the Discretionary Order is more likely to match the prevailing market quoted price of the Cash Market Product than a Limit Order, in these circumstances the allocation of the Discretionary Order may take priority over a Limit Order.

18. GLOSSARY

- 18.1** In these Terms, the following words and expressions have the meaning set out below:

ACH means the Australian Clearing House Limited (ABN 48 001 314 503).

ACH Clearing Rules means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ACH, as amended from time to time.

Application Form means a form of application by which a person applies to become a client of Minc and to open a Client Account.

ASTC means ASX Settlement and Transfer Corporation (ABN 49 008 504 532) or another clearing facility approved to clear securities and other financial product transactions effected on ASX.

ASTC Settlement Rules means the operating rules, procedures, directions, decisions requirements, customs, usages and practices of ASTC, as amended from time to time.

ASX means Australian Stock Exchange Limited (ABN 95 008 624 691).

ASX Cash Product means a Cash Market Product (as defined in the ASX Market Rules) and includes quoted securities, managed investment products and Warrants.

ASX Derivative means a derivative product made available for trading by ASX and includes Exchange Traded Options, share ratios, contracts for difference, low exercise price options, or any other derivative product able to be traded on the ASX.

ASX Market Rules means the operating rules known as the "ASX Market Rules", procedures, directions, decisions requirements, customs, usages and practices of ASX, as amended from time to time.

Authorised Operator is defined in clause 2.2.

Automated Client Order Processing means the process by which the Client's orders are registered in our system and, if accepted by us for submission into ASX's Integrated Trading System (ITS), submitted as corresponding Trading Messages without being re-keyed by a Designated Trading Representative of Minc.

Cash Account is defined in clause 6.3.

Clearing Participant means Berndale Securities Limited ACN 006 687 467 and / or another ACH Clearing Participant appointed by us from time to time to provide third party clearing and settlement services for the purposes of these Terms.

Client means the person or persons described as the client in the Application Form.

Client Account means an account held in your name or on your behalf with Minc for the purposes of these Terms.

Confirmation means any confirmation of a Transaction issued by us or on our behalf to you and includes an electronically transmitted confirmation.

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

Exchange Traded Option means an exchange traded option contract that is able to be traded on ASX.

Explanatory Booklet means the current explanatory booklet provided by the ASX for the relevant Financial Product.

Financial Product has the meaning given in part 7.1 division 3 of the Corporations Act.

FSG is defined in clause 1.2.

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 a Cash Account or the Client Account.

Loan Portfolio means the Financial Products that are mortgaged, charged or otherwise secured in relation to the margin loan facility with the Margin Lender

Loss means a damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Margin Call means a Margin Lenders demand on a client using a Loan Account to deposit additional money or securities so that the Loan Account is brought up to the minimum maintenance margin. Margin calls occur when the client Loan Account value depresses to a value calculated by the Margin Lender.

Margin Lender means a provider of loan funds to enable our approved clients to purchase or sell Financial Products under a margin lending facility which is acceptable to us

Margin Financial Products means Financial Products which are or are intended to be part of your Loan Portfolio with the Margin Lender

- **Online Service** is defined in clause 3.1.

Order means any order placed by you with us to purchase or sell or otherwise deal in Financial Products.

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

SEGC means Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793

Terms is defined in clause 1.1.

Transaction means a transaction for one or more Financial Products which arises on the execution of an Order, subject to these Terms.

Warrant means a warrant which is able to be traded on the ASX.

We, us, our or **Minc** means Minc Financial Services Pty Limited ABN 24 126 999 433 Australian Financial Services Licence No. 317201.

You means the person or persons in whose name we open a Client Account, following an application by that person or those persons.

18.2 Headings used in these Terms are used for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) A reference to time is to local time in Sydney, New South Wales.

23 June 2010

CLIENT AGREEMENT WITH CLEARING PARTICIPANTS

DISCLOSURE STATEMENT

to clients of Minc Financial Services Pty Ltd (Correspondent)

TERMS OF YOUR AGREEMENT WITH PENSON FINANCIAL SERVICES AUSTRALIA PTY LTD ABN 60 136 184 962 AFSL No 338264 (PENSON)

1. Your clearing arrangements with Penson

Penson is admitted as a Clearing Participant in accordance with the Clearing Rules of Australian Clearing House Limited ABN 48 001 314 503 (**ACH**), a wholly owned subsidiary of ASX Limited ABN 98 008 624 691 (**ASX**).

Whenever you place an Order with the Correspondent (as your agent) to purchase or sell ASX Products by means of an ASX Transaction, you are immediately deemed to have entered into an agreement with Penson on the terms and conditions set out below in this Disclosure Statement (**Terms and Conditions**). By placing an Order with the Correspondent, you accept and agree to be bound by these Terms and Conditions.

If you effect an ASX Transaction through the Correspondent, Penson carries the clearing obligations and any settlement obligations (together, **Settlement Obligations**) for all ASX Transactions effected through the Correspondent (including those effected by the Correspondent on your behalf) and Penson must settle as principal with ACH or the relevant counter-party, even though the ASX Transaction may have been entered into on your behalf. Your clearing obligations and any settlement obligations are therefore owed directly to Penson (and not the Correspondent).

In the event that you fail to complete a contract in accordance with the ACH Clearing Rules or fail to pay the amounts due in respect of an ASX Transaction, Penson has direct rights against you, including rights of sale under the ASX Market Rules and ACH Clearing Rules and those described in these Terms and Conditions.

2. Conduct of Business

You acknowledge and agree:

- (a) to comply with these Terms and Conditions, all applicable laws, the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules and the directions, decisions and requirements of ASX and the customs and usages of the Market. Upon request, you are able to inspect copies of the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules at the Correspondent's offices; and
- (b) (for the purposes of ASX Market Rule 7.9.1(b)) that all ASX Transactions are subject to the ASX Market Rules, ACH Clearing Rules, the directions, decisions and requirements of ASX and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to CS Approved Products, the ASTC Settlement Rules.

3. Penson's right to require the Correspondent to refuse to accept Orders

You acknowledge that Penson may at any time in its absolute discretion direct the Correspondent to:

- (a) refuse to accept you as a client or not to accept Orders from, or execute Orders for you; or
- (b) refuse to accept a particular Order from you.

4. Purchases and Sales

You must ensure that payment in full is received by Penson (and not the Correspondent) before the Settlement Date and Time. Penson will not accept payment in cash.

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

You must deliver to Penson (and not the Correspondent) all documents and security holder information (including the holder identification number or personal identification number and, if applicable, holder reference number) (**Security Holder Information**) no later than **two business days** before the Settlement Date and Time.

All documentation and Security Holder Information must be sent to:

Penson Financial Services Australia Pty Ltd
Level 7,1 Chifley Square
Sydney NSW 2000

If you have entered into a Sponsorship Agreement with either Penson or the Correspondent, you will be taken to have satisfied this obligation if you ensure that sufficient ASX Products are held in your Sponsored Holding with Penson or the Correspondent (as the case may be), those ASX Products are unencumbered and, if the consent of any third party is required before Penson or the Correspondent (as the case may be) may withdraw those ASX Products, that consent has been obtained and communicated to Penson.

You irrevocably authorise Penson to apply any ASX Products held in your Participant Sponsored Holding to satisfy your Settlement Obligations arising from any ASX Transaction executed by the Correspondent on your behalf.

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

- (a) the Settlement Date and Time;
- (b) when all documents and Security Holder Information have been received by Penson in deliverable form; and
- (c) all amounts due and payable by you to Penson or the Correspondent have been paid.

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

5. Misdirected Market Transactions

If at any time ASX Transactions executed by the Correspondent are also to be cleared through a Clearing Participant (other than Penson), you acknowledge that:

- (a) the Correspondent may, incorrectly or otherwise, direct an ASX Transaction which it has executed on your behalf to a Clearing Participant other than Penson (**Misdirected Market Transaction**);
- (b) Penson does not have any Settlement Obligations in respect of any Misdirected Market Transaction; and
- (c) Penson will not provide you with a confirmation in respect any Misdirected Market Transaction.

6. Short sales

A "short sale" is when ASX Products are sold on your behalf, or you place an Order with the Correspondent to sell ASX Products, at a time when you do not own the ASX Products and have them available to sell, or otherwise have a presently exercisable and unconditional right to vest the ASX Products in a buyer. The Corporations Act places restrictions on the circumstances in which you may place an order to effect a sale which, if executed, would constitute a short sale.

Under the ASX Market Rules, the Correspondent is required to inform you that you must inform the Correspondent whenever you place an order to effect a sale which would, if executed, constitute a short sale. However, you may not give the Correspondent instructions to effect a short sale, unless otherwise agreed with Penson (or the Correspondent on behalf of Penson).

7. No Advice

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

8. Settlement Date and Time

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

The Correspondent has no authority to extend the Settlement Date and Time.

9. Warranties by the client

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

- (a) you will be in a position to pay for any ASX Products purchased and have a presently exercisable and unconditional right to vest any ASX Products sold in the buyer, to enable settlement at the Settlement Date and Time; and
- (b) if your Order relates to the purchase of a Partly Paid Security (as defined in the ASX Market Rules), you have made arrangements (to Penson's satisfaction) to pay to Penson a sufficient amount to cover any liability arising from all possible future calls in respect of the Partly Paid Securities.

10. 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)).

11. Confirmations

You will be given Confirmations as required by the Corporations Act and the ASX Market Rules.

You authorise Penson (on behalf of the Correspondent) to give Confirmations to you electronically to the email address notified to Penson by the Correspondent on your behalf from time to time for this purpose. Penson will 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 Correspondent 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 the Correspondent enters into multiple ASX Transactions in order to complete your Order, you authorise Penson on behalf of the Correspondent to accumulate those ASX Transactions on a single confirmation and to specify the volume weighted average price for those ASX Transactions on that confirmation. If requested by you, the Correspondent will, if required under the ASX Market Rules, give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a confirmation.

If you are a Wholesale Client for the purposes of the ASX Market Rules, the Correspondent may elect not to give any Confirmations to you in relation to ASX Transactions executed for you. If the Correspondent so elects, these Terms and Conditions are taken to be the notification required to be given by the Correspondent to you under the ASX Market Rules.

12. Failure to Settle

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

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

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

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

If you have not met your settlement obligations owed to Penson in respect of an ASX Transaction executed for you by the Correspondent by the date which is 5 Business Days after the date on which that transaction was executed, it is Penson's policy (and Penson may be obliged under the ASTC Settlement Rules), without any notice to you:

- (a) in the case of a purchase, to execute an ASX Transaction to close out the failed purchase (by selling the relevant ASX Products); or
- (b) in the case of a sale, to execute an ASX Transaction to close out the failed sale (by buying-in the relevant ASX Products),

and recover any resulting loss from you.

You must pay or reimburse Penson any such administration fees and default charges (together with any GST payable on those amounts) immediately upon demand or at Penson's 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 Penson may exercise or not exercise, or the timing of or any delay in any exercise by Penson of, any right of Penson under this clause is not to be taken to be financial product advice by Penson to you, and you must not represent to any person that it is financial product advice by Penson.

Penson will not be liable to you for any failure by Penson to exercise (or any delay in the exercise by Penson of) any right Penson may have against you, or any loss incurred by you as a result of Penson 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 12 are in addition to any rights that are conferred to Penson under the ASX Market Rules and the ACH Clearing Rules.

13. Cancellations

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

- (a) if requested to do so by the Correspondent in accordance with the ASX Market Rules;
- (b) if ASX exercises its power under the ASX Market Rules to cancel or amend (or require the cancellation or amendment of) the ASX Transaction or Crossing; or
- (c) in the event of an Error or otherwise in the circumstances contemplated in the ASX Market Rules.

Your obligations referred to in clause 4 of these Terms and Conditions, and Penson's obligations in relation to the settlement of an ASX Transaction, will no longer apply in respect of a cancelled transaction from the time it is cancelled or, in the case of an amended ASX Transaction, apply as amended.

14. Interest on Penson's trust account

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

15. Assignment to the Correspondent of debts owed by you to Penson

If you have not paid any debt to Penson, you acknowledge that Penson may (by notice to you and the Correspondent) assign that debt to the Correspondent and the assigned debt will become an obligation of yours owed to the Correspondent. In the event of such an assignment, the Correspondent (and each of its directors and employees) will have the rights and powers (and may do all the things) set out in clause 12 as if a reference to Penson were a reference to the Correspondent.

16. Instructions and other communications to be given via the Correspondent

You acknowledge and agree that all communications given by you (including to provide instructions in respect of transactions in respect of ASX Products) are to be given by you to the Correspondent (such communications to be given in the form and manner agreed with the Correspondent from time to time) and the Correspondent will (as your agent) pass on your communication to Penson.

17. Instructions by fax or e-mail

You acknowledge and agree that;

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

18. Indemnity

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

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

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

19. Credit references

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

20. Information

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

permitted by law.

You may request access to the personal information that Penson holds about you.

21. Complaints

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

However, if your complaint relates to services provided by the Correspondent, your complaint should be dealt with in accordance with the Correspondent's complaint resolution procedures. If you have such a complaint please contact the Correspondent.

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

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

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

As Penson is a member of the Financial Ombudsman Service (**FOS**), Penson will advise you if you continue to have a complaint that you have the option to pursue your complaint with FOS. FOS's contact details are:

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001
Telephone 1300 780 808
Facsimile (03) 9613 6399

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

22. National Guarantee Fund (NGF) and Compensation arrangements

As Penson is a Participant of the ASX Group, you may make a claim on the NGF in the circumstances specified under Part 7.5 of the Corporations Act and the *Corporations Regulations 2001* (Cth). For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793.

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

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

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

23. Sponsorship

If you are not currently sponsored by Penson or the Correspondent, Penson recommends that you enter into a Sponsorship Agreement with Penson or the Correspondent to enable easy transfer of your ASX Products under CHESS (**Clearing House Electronic Subregister System**).

24. Joint Holder

If you are a joint holder, these Terms and Conditions bind each person jointly and severally, and each person is authorised to issue instructions to the Correspondent and give receipts to Penson in relation to any purchase or sale of ASX Products or other matters to which these Terms and Conditions relate.

25. Amendment

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

26. Governing law

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

27. Interpretation

ACH Clearing Rules means the operating rules of ACH as amended from time to time.

ASTC Settlement Rules means the operating rules of ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532 as amended from time to time.

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

ASX Transaction has the meaning given to Cash Market Transaction in the ASX Market Rules.

Order means an order or instruction for the sale or purchase of ASX Products for the purposes of the ASX Market Rules to be executed by the Correspondent.

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

ASX Products has the meaning given to Cash Market Products in the ASX Market Rules.

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

Words expressed in the singular include the plural and vice versa.

Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision. Words used in this document have the meanings given to them in the ASX Market Rules, ACH Clearing Rules or the ASTC Settlement Rules. If you require a copy of these definitions please contact the Correspondent.

You agree that in the event of any inconsistency between this document and any applicable laws, the ASX Market Rules, ACH Clearing Rules or ASTC Settlement Rules, the latter will prevail to the extent of the inconsistency. You acknowledge that this document is not exhaustive and agree to be bound by other policies and procedures which concern the operations of your account with the Correspondent as notified to you from time to time.

Penson Financial Services Australia Pty Ltd
A Participant of ASX Group
ABN 60 136 184 962
AFSL 338264

DISCLOSURE STATEMENT
to clients of Minc Financial Services Pty Limited (Broker)
TERMS OF YOUR AGREEMENT WITH BERNDALE SECURITIES LIMITED ABN 63 006 687 467
(BERNDALE)

Your agreement with Berndale

Berndale is admitted as a Clearing Participant in accordance with the Clearing Rules of Australian Clearing House Limited ABN 48 001 314 503 (**ACH**), a wholly owned subsidiary of Australian Stock Exchange Limited ABN 98 008 624 691 (**ASX**).

Whenever you effect a Market Transaction through the Broker, Berndale carries the obligations (**Settlement Obligations**) to complete the sale or purchase, together with all obligations which are ancillary to the completion. Berndale must settle such Market Transactions as principal with ACH or the relevant counterparty, even though the Market Transaction was entered into on your behalf. Accordingly, your settlement obligations under the sale or purchase contract are owed directly to Berndale.

If you fail to pay the amounts due in respect of a Market Transaction or you fail to complete a contract in accordance with the ACH Clearing Rules, Berndale has direct rights against you, including rights of sale under the ACH Clearing Rules and those set out below.

Once the Broker as your agent has received an Order to purchase or sell Traded Products by means of a Market Transaction, an agreement is immediately deemed to come into existence between you and Berndale on the terms and conditions set out below. By placing an Order with the Broker you accept the following terms and conditions.

1. Conduct of Business

You acknowledge and agree:

- (a) to comply with these terms and conditions and all applicable legislation and the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules and the directions, decisions and requirements of ASX and the customs and usages of the Market. Copies of the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules can be inspected at the Broker's offices on request; and
- (b) all Market Transactions are subject to the terms and conditions on the reverse of the confirmation issued by Berndale on behalf of the Broker (the **Confirmation**) (if any) and set out below, and to the ASX Market Rules, the ACH Clearing Rules, the directions, decisions and requirements of ASX and the customs and usages of the Market, the correction of errors and omissions and, if the sale or purchase is in relation to CS Approved Products, the ASTC Settlement Rules.

2. Settlement Date and Time

The "Settlement Date and Time" for sales or purchases is the date and time specified on the front of the relevant Confirmation, or, if no date and time are specified or no

Confirmation is required to be given, is 9.00am (Sydney time) on the third Business Day after the execution of the Market Transaction.

The Broker has no authority to extend the Settlement Date and Time.

You represent and warrant that before placing any Order with the Broker, you will be in a position to pay for any Traded Products purchased and have a presently exercisable and unconditional right to vest any Traded Products sold in the buyer, to enable settlement at the Settlement Date and Time.

3. Purchases

Payment in full must be received by Berndale (rather than the Broker) prior to the Settlement Date and Time. Payment in cash is not acceptable.

Pending settlement by you, in accordance with the provisions of the Corporations Act 2001 (Cth) (**Corporations Act**), and the regulations made under the Corporations Act, these terms and conditions and the relevant Confirmation (if any) constitutes notice to you that Berndale may deposit the Traded Products purchased for you in a particular transaction as security for a loan if Berndale has received and paid for such Traded Products on your behalf.

4. Settlement using BPAY facility

Please call your participating financial institution to make payment from your cheque or savings account by BPAY. Please quote the Biller Code and your BPAY reference number (see the front page of the relevant Confirmation, if any). If you nominate another method for payment, Berndale will act in accordance with those payment instructions.

5. Sales

All documents and security holder information (including the holder identification number or personal identification number and, if applicable, holder reference number) (**Security Holder Information**) must be received by Berndale (rather than the Broker) in deliverable form **two business days** prior to the Settlement Date and Time.

All documentation and Security Holder Information must be sent to:

Berndale Securities Limited
PO Box 18022
Collins Street East
Melbourne Vic 3000

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

- (a) the Settlement Date and Time;
- (b) when all documents and Security Holder Information have been received by Berndale in deliverable form; and
- (c) all amounts due and payable by you to Berndale or the Broker have been paid.

Sale proceeds will be paid directly to you unless Berndale has agreed alternative arrangements with you.

6. Confirmations

You will be given Confirmations as required by the Corporations Act and the ASX Market Rules.

You authorise Berndale on behalf of the Broker to give Confirmations to you electronically to the email address notified to Berndale by the Broker on your behalf from time to time for this purpose.

You must promptly check the accuracy of every Confirmation sent to you and notify the Broker immediately of any error that you consider may have occurred. If the Broker does not receive any 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.

If you are a Wholesale Client for the purposes of the ASX Market Rules, the Broker may elect not to give any Confirmations to you in relation to Market Transactions executed for you. If the Broker so elects, this Disclosure Statement is taken to be the notification required to be given by the Broker to you under the ASX Market Rules.

7. Failure to Settle

If you fail to make payment or deliver any documents or Security Holder Information to Berndale in accordance with these terms and conditions or the relevant Confirmation, if any (**fail to settle**), Berndale may, in addition to any rights conferred by the ASX Market Rules and the ACH Clearing Rules, do any one or more of the following:

- charge an administration fee calculated by reference to the additional cost which may be incurred by Berndale or the Broker as a result of your failure to settle;
- levy a default charge on the amount from time to time outstanding at a rate of up to 15.0% per annum;
- sell out any Traded Products purchased (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to Berndale and to recover Berndale's costs in so acting;
- sell out any Traded Products otherwise held on your behalf (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to Berndale and to recover Berndale's costs in so acting;
- apply any cash held by Berndale or the Broker on your account or to which they have access, or payments received for or from you in reduction of your liability to Berndale;
- instruct the Broker to cancel any of your unexecuted Orders,

and you authorise Berndale and each of its directors and employees as your attorney to give instructions on your behalf in respect of your Traded Products holdings sponsored by Berndale or the Broker in CHESS, or held by their related bodies corporate in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which they are authorised to give instructions, to enable Berndale to realise those Traded Products or funds and apply the proceeds in reduction of your liability to Berndale and to recover Berndale's costs in so acting.

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

8. Cancellations

You authorise Berndale to, and agree that Berndale may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any Market Transactions or Crossing relating to the sale or purchase (as the case may be) of Traded Products:

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

Your obligations referred to in clauses 3 and 5 of this Disclosure Statement, and Berndale's obligations in relation to the settlement of a Market Transaction, cease to apply in respect of a cancelled transaction from the time it is cancelled.

9. Interest on Berndale's trust account

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

10. Indemnity

In addition to the above, if, as a result of failure by you to settle or other breach by you of these terms and conditions or other agreement with Berndale, Berndale or the Broker suffers any claim, liability, direct or consequential loss or incur any cost, charge or expense of any nature, you must on demand fully indemnify Berndale and the Broker and keep Berndale and the Broker fully indemnified in respect of such claim, liability, loss, cost, charge or expense.

11. Amounts Owing

If you have not paid any debt to Berndale, Berndale may assign that debt to the Broker and the assigned debt will become an obligation of yours to the Broker.

12. Information

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

13. Short sales

A "short sale" is defined in the ASX Market Rules and is when Traded Products are sold on your behalf, or you place an Order with the Broker to sell Traded Products, at a time when you do not own the Traded Products and have them available to sell, or otherwise have a presently exercisable and unconditional right to vest the Traded Products in a buyer.

You may not give the Broker instructions to effect a short sale.

14. Right to accept and refuse Orders

- (a) You acknowledge that Berndale may at any time in its absolute discretion direct the Broker to:
- refuse to accept you as a client or not to accept Orders from, or execute Orders for you; or
 - refuse to accept a particular Order from you.
- (b) You acknowledge that, unless you have authorised Berndale to accept and act without any inquiry upon instructions provided (including Orders placed) by fax or e-mail which appear to Berndale to have been given by or for you, and have indemnified Berndale in respect of any losses or expenses that Berndale may suffer or incur as a result of so acting, Berndale will refuse to accept instructions it receives by fax or e-mail in respect of you.

15. Credit references

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

16. Complaints

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

However, if your complaint relates to services provided by the Broker, your complaint should be dealt with in accordance with the Broker's complaint resolution procedures. If you have such a complaint please contact the Broker.

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

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

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

As Berndale is a member of the Financial Industry Complaints Services (**FICS**), Berndale will advise you if you continue to have a complaint that you have the option to pursue your complaint with FICS. If you are not satisfied with the response to your complaint, you may wish to pursue the matter with ASX. The Australian Securities and Investments Commission also has a freecall Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

17. National Guarantee Fund (NGF)

As Berndale is a Participant of the ASX Group, you may make a claim on the NGF in the circumstances specified under Part 7.5 of the Corporations Act and the Corporations Regulations 2001. (For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793.)

18. Sponsorship

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

19. Amendment

These terms and conditions may be amended from time to time. Berndale will give you 10 days notice of any amendment, after which time, the amendment will become effective.

20. Governing law

These terms and conditions are governed by the law in force in Victoria and you and Berndale submit to the non-exclusive jurisdiction of the courts of Victoria and courts which may hear appeals from those courts.

21. Interpretation

ACH Clearing Rules means the operating rules of ACH as amended from time to time.

ASTC Settlement Rules means the operating rules of ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532 as amended from time to time.

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

Traded Products has the meaning given to Cash Market Products in the ASX Market Rules.

Market Transaction has the meaning given to Cash Market Transaction in the ASX Market Rules.

Order means an order or instruction for the sale or purchase of Traded Products for the purposes of the ASX Market Rules to be executed by the Broker.

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

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

Words expressed in the singular include the plural and vice versa.

Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.

Words used in this document have the meanings given to them in the ASX Market Rules, ACH Clearing Rules or the ASTC Settlement Rules. If you require a copy of these definitions please contact the Broker.

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 the Broker and give receipts to Berndale in relation to any purchase or sale of Traded Products or other matters to which these terms and conditions relate.

You agree that in the event of any inconsistency between this document and any applicable laws, the ASX Market Rules, ACH Clearing Rules or ASTC Settlement Rules, the latter will prevail to the extent of the inconsistency.

You acknowledge that this document is not exhaustive and agree to be bound by other policies and procedures which concern the operations of your account with the Broker as notified to you from time to time.

Berndale Securities Limited
ABN 63 006 687 467
AFS Licence no. 235149
Level 19, 120 Collins Street
Melbourne Vic 3000
Telephone: 03 9659 2558

A participant of ASX Group
