

# TRADING TERMS AND CONDITIONS

By executing the Account Application or placing an order with Bell Potter Securities Limited ("Bell Potter") on an existing or new account, or by continuing to provide existing security or by providing new security for any other Bell Potter client, the Client named in that form or in whose name the account exists or who continues to provide, or who provides such security, (the "Client") agrees to be bound by the following terms and conditions and as they may be amended from time to time.

## 1. REGULATORY COMPLIANCE

These terms and conditions are subject to, and the Client agrees to comply with, ASX Limited (ASX) Operating Rules, ASX Clear Clearing Rules, and ASX Settlement Operating Rules (as applicable) (together referred to as the ASX Group Rules), the rules, customs and usages of the exchange on which the financial product is executed, being a recognised stock exchange under the ASX Group Rules, the Chi-X Australia Pty Limited (Chi-X) Operating Rules (Chi-X Rules), the clearing house of any such exchange, ASIC Market Integrity Rules, the Corporations Act and any other applicable law as amended from time to time (collectively "Regulatory Rules"), in the jurisdiction in which the financial products is executed.

## 2. INVESTMENT IN FINANCIAL PRODUCTS

The Client acknowledges that the Client has formed the view that investment in Financial Products is appropriate to the Client's investment objectives, financial situation and particular needs, and Bell Potter is entitled to rely on that acknowledgement in any advice given to the Client.

Bell Potter does not give any guarantee concerning the performance or return on capital of any investment recommended to the Client or in which the Client may deal.

In relation to all Advice provided by Bell Potter to a Client which Bell Potter nominates to be General Securities Advice, the Client acknowledges and understands that the advice will be based on consideration of the investment alone and that such advice is provided without any express or implied recommendation that a transaction in those financial products is appropriate to the investment objectives, financial circumstances and particular needs of the Client and that therefore it is the responsibility of the Client to assess the appropriateness of any such advice to the particular financial

circumstances of the Client before acting on it.

It is the Client's responsibility to monitor the Client's investments in Financial Products and to contact the Client's Adviser if the Client is concerned about such investments.

## 3. WARRANTIES

By completing and executing this Agreement with Bell Potter, the Client warrants that:

- a. all the information provided by the Client in the Account Application, Client Investment Profile or as notified to Bell Potter from time to time is complete and correct and can be relied upon by Bell Potter until Bell Potter receives written notification of any change;
- b. the Client has the legal right and power to enter into this Agreement;
- c. if the Client is an individual, the name in which the Client opens an account with Bell Potter is the name the Client is generally known by and is not an alias;
- d. if the Client is or purports to be a body corporate, the Client is duly incorporated and existing;
- e. if the Client is a trustee:
  - i. the Client agrees that this Agreement will bind the Client in both a personal capacity and in the Client's capacity as a trustee.
  - ii. the Client represents and warrants to Bell Potter that:
    - the Client can be indemnified out of the assets of the trust for all liabilities incurred under this Agreement; and
    - the Client has properly exercised the Client's trust powers and has full authority under the trust to enter into this Agreement.
  - iii. if the Client is a trustee of a superannuation fund, the Client

further represents and warrants to Bell Potter that:

- the Client has formulated and given effect to an Investment Strategy for the superannuation fund, in accordance with superannuation law; and
  - when seeking personal securities advice from Bell Potter, the Client will keep Bell Potter informed of such Investment Strategy; and
  - the Client's investment instructions to Bell Potter will be in accordance with, and are consistent with, the superannuation fund's Investment Strategy; and
  - when a Risk Management Statement is required pursuant to superannuation law or by the regulator, (whether on account of the fact that the trustee is simultaneously charging the assets of the fund or for any other reason such a Statement may be required) the Client will not instruct Bell Potter in relation to the opening of derivative transactions without such a Risk Management Statement being in existence and any such instructions shall be in accordance with the Risk Management Statement.
- f. By giving instructions to Bell Potter, the Client warrants that:
    - i. it is not an employee of another Participant of the ASX Group of companies or Chi-X;
    - ii. it has sufficient funds and Financial Products, and is otherwise able, to meet any obligations which may arise from those instructions; and
  - g. if a duly appointed attorney of the Client has executed this Agreement, and gives instructions to Bell Potter pursuant to it, the Client warrants to Bell Potter that, at those times, the power of attorney has not been revoked and validly empowers the attorney to so act.

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

## 4. DISCLOSURE OF INVESTMENT OBJECTIVES, FINANCIAL SITUATION AND PARTICULAR NEEDS

The Client acknowledges that Bell Potter has informed the Client that, in order to provide the Client with personal advice with respect to Financial Products, Bell Potter is required by the Corporations Act to have information about the Client's relevant personal circumstances, namely, the Client's investment objectives, financial situation and particular needs and to update this information whenever the Client's circumstances change materially. The Client further acknowledges that Bell Potter has informed the Client that the disclosure of this information is purely voluntary and that the Client may elect not to disclose such personal financial information. The Client acknowledges that it has carefully considered whether or not to provide to Bell Potter such information. If the Client chooses not to provide it, the Client acknowledges and accepts that the investment advice given will be General Securities Advice and as such based on a consideration of the investment alone without reference to the Client's relevant personal circumstances, namely the Client's investment objectives, financial situation and particular needs and it will be the responsibility of the Client to assess the appropriateness of the recommendations to the Client's particular circumstances before acting on them, and to review from time to time the decision not to provide such personal circumstances to Bell Potter. If the Client does provide such information to Bell Potter, it will be the responsibility of the Client to update that information by notifying Bell Potter from time to time of any material changes in the Client's relevant personal circumstances.

## 5. NON-DISCRETIONARY ACCOUNT

The Client acknowledges as follows:

- a. that the Account opened by the Client with Bell Potter pursuant to these terms and conditions is a non-discretionary account and that Bell Potter will not act on a discretionary basis on the Client's behalf or for the

Client's benefit except with regard to price and timing of execution; and

- b. that the Client and Bell Potter must enter into a separate written agreement in order for a Client's account to be traded on a discretionary basis other than as regards price and timing of execution.

## 6. CASH MANAGEMENT / BANK ACCOUNT

For the purposes of executing and settling transactions for a Client, Bell Potter may request the Client to, either:

- a. establish a Cash Management Trust account or call deposit facility in the Client's name, and authorise Bell Potter (in a manner satisfactory to Bell Potter in its absolute discretion) to operate that account; or
- b. authorise Bell Potter (in a manner satisfactory to Bell Potter in its absolute discretion) to operate an existing Cash Management Trust account or call deposit facility in the Client's name; or
- c. authorise Bell Potter (in a manner satisfactory to Bell Potter in its absolute discretion) to operate a Bank Account in the name of the Client.

Bell Potter may pay trust funds held on behalf of the Client into any such account.

## 7. REGISTRATION AND SPONSORSHIP

Financial Products transactions executed by Bell Potter pursuant to the Client's instructions shall, subject to the Client meeting Bell Potter's settlement terms, be registered according to the details set out in the Account Application, as amended by the Client by notice in writing from time to time.

Unless the Client has indicated otherwise by ticking the "No" box electing not to be Sponsored by Bell Potter in CHESS, by executing the Account Application the Client is electing to have the Client's ASX listed Financial Products sponsored by Bell Potter in the Clearing House Electronic Sub-register System (CHESS) on the CHESS Sponsorship Terms and Conditions included in Bell Potter's

Account Opening Form and may be amended from time to time.

The Client's CHESS Sponsor Bell Potter will control the Financial Products holdings established by Bell Potter in CHESS on the Client's behalf. Subject to the terms and conditions for operating an account and of CHESS Sponsorship, Bell Potter will act on the Client's instructions to transfer or convert these Financial Products at the Client's request.

With regard to the Client's Financial Products listed on overseas exchanges, these will be held for the account of the Client in the name of Bell Potter's Custodian in or servicing the country in which the Financial Products are listed on an exchange, or in the name of a Bell Potter designated sub-account or the Client's name as Bell Potter shall determine.

The Client agrees to notify Bell Potter immediately of any change to, or inaccuracy in any information, pertinent to the registration of Financial Products in the name of the Client, which has previously been provided by the Client to Bell Potter.

## 8. INSTRUCTIONS/AUTHORISED PERSONS

Bell Potter may act on any verbal, written or electronic (facsimile or email) instruction of an individual Client, or an officer or employee of a company Client who has been nominated in Section 6 of the Account Application, or any other person who has been nominated in Section 7 of the Account Application or authorised in their place by the Client in writing ("Authorised Person") to give instructions to Bell Potter on the Client's behalf provided that such person and authorisation are acceptable to Bell Potter. Written or electronic instructions will only be accepted and acted upon if Bell Potter acknowledges receipt by return written or electronic acknowledgement. The fact that a facsimile or email has been sent by the Client or opened by Bell Potter in the case of an email does not constitute Bell Potter's acceptance of the instruction.

Unless Bell Potter has received written notice of the revocation of the authority of

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

any Authorised Person or of the Client's death or incapacity, it is entitled to assume the genuineness and authenticity of any instruction purported to be given by an Authorised Person on behalf of the Client, and the Client is deemed to have ratified and confirmed any such instruction, which will constitute an instruction by the Client for the purposes of these terms and conditions.

Bell Potter is not liable for anything it does or does not do as a result of acting on the instruction given by a person Bell Potter reasonably believes to be the Client or an Authorised Person, as aforesaid.

The Client acknowledges that, while an Authorised Person will be able to instruct Bell Potter in relation to the Client's account, Bell Potter, in its absolute discretion, may require verbal, written or electronic confirmatory instructions from the Client.

Bell Potter, in its absolute discretion, may decline any instructions given by the Client or an Authorised Person, as aforesaid, at any time.

Notwithstanding anything contained in this Clause, an Authorised Person in relation to a Client's account shall not be entitled to direct Bell Potter as to the provision of the Client's securities as third party collateral of another Client's account or to direct Bell Potter as to the payment of funds held in the Client's account with Bell Potter or any other associated entity to anyone other than the Client.

## 9. JOINT ACCOUNTS

If the Client consists of more than one person, these terms and conditions bind them jointly and severally, and each of those persons has full authority to operate the Client's account, and Bell Potter may act on the instructions of any one of those persons without the necessity to refer to, or to notify, any other person. Any representations, warranties and undertakings made are made by each of them jointly and severally. Signatures of all of those persons will be required to give directions relating to payments to third parties

and for changes related to sponsored holdings.

## 10. STOP LOSS ORDERS

Bell Potter does not accept contingent orders to limit losses while maintaining a position ("stop loss orders") under any circumstances.

## 11. TRADE CONFIRMATIONS

Trade Confirmations are issued subject to ASIC Market Integrity Rules, the Rules, directions, decisions and requirements of ASX and Chi-X and the Clearing Rules and where relevant, the Settlement Rules and the customs and usages of the ASX and Chi-X Markets, the rules, customs and usages of the exchange on which the transaction is executed and its clearing house (as applicable) and the correction of errors and omissions.

The Client agrees to be bound by the terms set out on Trade Confirmations issued by Bell Potter.

Trade Confirmations shall be conclusive evidence of the facts stated therein if not objected to in writing by the Client prior to the Settlement Date defined in Clause 12.

## 12. SETTLEMENT OF TRANSACTIONS

The Client agrees to settle all transactions (by paying for all purchases and making good delivery of all financial products sold) to enable Bell Potter to settle the Client's dealings with the relevant market on the Settlement Date appearing in the Trade Confirmation confirming the execution of a transaction in accordance with the Client's instructions. In these terms and conditions, the "Settlement Date" is 10.00am on the date for settlement specified on the face of the relevant Trade Confirmation or, if not specified, in accordance with the ASX Group or Chi-X Rules.

Bell Potter may pay, appropriate or allocate (as the case requires) all credits of and all monies received from or on behalf of the Client as it thinks fit in order to satisfy or discharge any amount owed by the Client to Bell Potter on any account whatsoever, and Bell Potter is not liable to the Client in connection with any such payment, appropriation or allocation.

If the Client has provided Bell Potter with authority to directly debit or credit either an internal or an external Cash Management Account or an external Bank Account, Bell Potter will automatically debit funds from that nominated account to satisfy the Client's obligations to settle with, pay fail fees and interest to, and indemnify Bell Potter hereunder.

## 13. PURCHASES

Payment for purchases must be received by Bell Potter to enable Bell Potter to effect settlement with the relevant market by the Settlement Date. Bell Potter may demand immediate payment on the Settlement Date or may apply on or after Settlement Date any monies held in any account of the Client to which Bell Potter has access to satisfy this obligation. Payment in cash is not acceptable.

## 14. SALES

All required security holder information (including Shareholder Reference Numbers ("SRNs")) and, if sponsored by another broker, Holder Identification Number ("HIN") together with a letter signed by the Client authorising Bell Potter to access the relevant Financial Products from that other broker and documentation (including certificates (if any)) for the Financial Products sold must be delivered to Bell Potter to enable Bell Potter to effect settlement with the relevant market by the Settlement Date. The Client authorises Bell Potter to appropriate any Financial Products sponsored or otherwise held on the Client's behalf to satisfy this delivery obligation. Bell Potter may demand immediate delivery of appropriate Financial Products at any time on or after Settlement Date of a sale. Credits in respect of sales are not available until the latest of:

- a. settlement of the sale;
- b. all required security holder information and documentation has been delivered; and
- c. all amounts due by the Client to Bell Potter have been paid.

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

## 15. DOCUMENTATION

- a. If Financial Products are purchased or sold by the Client pursuant to a Power of Attorney or on behalf of a deceased estate, the Client must forward to Bell Potter prior to the transaction (unless previously sighted by it) a certified copy of the relevant Power of Attorney, Letters of Administration or Probate or other relevant documents (as the case requires).
- b. If Financial Products are purchased or sold by the Client on behalf of a trust, the Client must, if requested by Bell Potter, forward to Bell Potter a copy of an extract of the trust deed identifying the parties of the trust.

## 16. CANCELLATION

The Client authorises Bell Potter to, and agrees that Bell Potter may:

- a. in its absolute discretion having regard to the desirability of maintaining a fair and orderly market; or
- b. if requested by ASX or Chi-X; or
- c. pursuant to or as contemplated by the ASX Group or Chi-X Rules or the rules of the exchange on which the transaction is executed and its clearing house; or
- d. in accordance with the customs, usages, practices or procedures of ASX Group or Chi-X, the exchange on which the transaction is executed and its clearing house;

request or agree to the cancellation of any transactions relating to the sale or purchase (as the case may be) of some or all of the Financial Products to which the Trade Confirmation relates, without the consent of the Client.

The obligations of the Client and Bell Potter's obligations in relation to the settlement of a transaction cease to apply in respect of a cancelled transaction from the time it is cancelled.

## 17. BROKERAGE AND OTHER CHARGES

The Client must pay to Bell Potter by the Settlement Date a brokerage charge for each Financial Product transaction

at the standard Bell Potter brokerage rate (including the standard minimum brokerage rate) applicable at the time of each Financial Product transaction, or at such rates otherwise agreed between Bell Potter and the Client. Such standard or agreed charge will be confirmed in the Trade Confirmation for the particular Financial Products transaction.

In addition, the Client must pay to Bell Potter by the Settlement Date all fees, taxes and duties Bell Potter incurs, including GST on the brokerage charge, in providing services to the Client.

## 18. TRANSACTIONS NOT SETTLED OR SECURED BY CASH

Where, at any time either before or after these Trading Terms and Conditions take effect:

- a. Bell Potter enters into a Financial Products transaction for the Client, which is not settled or secured by cash, but which is secured in favour of Bell Potter by the deposit of equity securities as collateral by the Client; or
- b. Bell Potter enters into a Financial Products transaction for and on the instructions of a third party, which is not settled or secured by cash, and the Client agrees with the third party to the Client's equity securities being used as collateral to secure to Bell Potter the third parties' settlement of the Financial Products transaction.

The Client hereby charges in favour of Bell Potter such collateral securities as security for the monies owing to Bell Potter on the Financial Product transaction, and Bell Potter may and is hereby so authorised by the Client to:

- i. lodge such collateral equity securities with the ASX Clear as collateral to secure the settlement of a Financial Products contract transacted by Bell Potter for the Client or the third party, in which event any security interest of ASX Clear, with respect to such collateral equity securities, shall take priority over the charge of Bell Potter until

such equity securities are released by ASX Clear to Bell Potter when the security interest of ASX Clear will cease;

- ii. refuse to comply with the Client's instructions to withdraw such collateral equity securities and retain them up to a value of 120% of the amount of any outstanding settlement due to be made by the Client or the third party to Bell Potter; and

- iii. on release of the aforementioned collateral equity securities by ASX Clear, as holder of a charge, sell such collateral equity securities and apply the proceeds of sale in reduction of the outstanding settlement obligations of the Client or the third party to Bell Potter. Bell Potter shall have the right to hold a Deed Of Charge pursuant to Clause 19 hereof over the collateral equity securities to secure the settlement of any outstanding payment that may be due by the Client or the third party to Bell Potter.

## 19. SECURING SETTLEMENT BY A DEED OF CHARGE OVER COLLATERAL EQUITY SECURITIES

Where at any time either before or after these Trading Terms and Conditions take effect, Bell Potter has accepted equity securities from the Client to be held as collateral to secure the settlement of a Financial Products transaction whether executed for the Client or for a third party which the Client has agreed to secure, Bell Potter is entitled to request the Client to execute a Deed of Charge in favour of Bell Potter and/or in favour of ASX Clear charging by way of security those equity securities, to secure all amounts owing or to become owing to Bell Potter by the Client, or the third party in relation to the transaction to which the collateral relates, or in relation to any ASX Clear charge, those amounts and any amounts owing by Bell Potter to ASX Clear on such transaction, on such terms as Bell Potter stipulates, and the Client must execute such Deed or Deeds of Charge within forty-eight hours of the request to do so, failing which the Client

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

hereby appoints each director of Bell Potter severally as its duly appointed attorney to execute on behalf of the Client such Deed or Deeds of Charge, and to sign all further documents and do all things to cause them to be registered at the Australian Securities and Investments Commission.

## 20. FAILURE TO SETTLE

If the Client fails to make payment or deliver any security holder information or documents to Bell Potter by the Settlement Date (or fails to meet its margin obligations in respect of a short sale) ("fails to settle"), whether pursuant to this Agreement or any other Agreement between the Client and Bell Potter, Bell Potter may, and is hereby so authorised by the Client in addition to any rights conferred by the ASX Group or Chi-X Rules, do any one or more of the following:

- a. charge a fail fee calculated by reference to the additional cost, which may be incurred by Bell Potter as a result of the Client's failure to settle;
- b. sell any Financial Products purchased or otherwise held on the Client's behalf (with the Client being fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of the Client's liability to Bell Potter and to recover Bell Potter's costs in so acting;
- c. buy any Financial Products to close-out any unsettled sale (with the Client being fully responsible for the costs of any such buy in and any loss in connection with such transaction).

In the event that the Client fails to settle, the Client authorises Bell Potter and each of its directors, officers and managers as the Client's attorney to give any instructions on the Client's behalf which Bell Potter or any such attorney deems fit in their absolute discretion in respect of:

- a. the Client's issuer sponsored Financial Products which have been purchased on the instructions of the Client and not settled with Bell Potter with cleared funds before

being registered in the Client's name as being issuer sponsored;

- b. any of the Client's Financial Products that are broker sponsored by Bell Potter in CHESS;
- c. the Client's Financial Products which have been purchased on the instructions of the Client and are awaiting registration;
- d. the Client's Financial Products held by any nominee company controlled by Bell Potter; and
- e. the Client's funds in cash management trust accounts or call deposit facilities or external s, which Bell Potter is authorised to operate;

to enable Bell Potter to realise those funds, charge and/or nominee those Financial Products or sell those Financial Products and generally to place Bell Potter in a position to apply the aforesaid Financial Products and the proceeds thereof in reduction of the Client's liability to Bell Potter and to recover Bell Potter's costs in so acting.

## 21. INTEREST

If the Client fails to pay an amount to Bell Potter (or following a demand, fails to repay to Bell Potter an amount credited to the Client to which the Client is not entitled) by the due date for payment, the Client must immediately pay to Bell Potter, on demand, interest at a rate of 6% per annum above Bell Potter's Bank's Base Rate, calculated and payable daily, computed from the due date of payment until the amount is paid in full.

## 22. INDEMNITY

Bell Potter will not be liable to the Client for any losses, damages, costs and expenses, of any kind, resulting from or caused by:

- a. the Client giving instructions under this Agreement or otherwise;
- b. the Client failing to give Bell Potter the information referred to in Clause 4, or giving incomplete or incorrect information to Bell Potter;

- c. Bell Potter refusing to act on the Client's instructions;
- d. the Client's use of or reliance on any research reports provided by Bell Potter without seeking advice from the Client's Adviser.
- e. the Client's default under this agreement;
- f. anything lawfully done by Bell Potter in accordance with this agreement or at the Client's request;
- g. Bell Potter complying with any direction, request or requirement of the ASX Group or Chi-X Rules, the Corporations Act or any other regulatory authority;
- h. failure of a Securities Exchange; and
- i. any events or circumstances which Bell Potter cannot reasonably control.

The Client will indemnify, keep indemnified and hold harmless Bell Potter from all claims, losses, actions, demands, amounts, proceedings, liabilities, damages and costs (including legal costs on a full indemnity basis) whatsoever and howsoever arising, paid, suffered or incurred by Bell Potter directly or indirectly arising out of or in connection with undertaking the Client's instructions in respect of any purchase or sale of Financial Products or any failure of the Client to strictly comply with the provisions of the relevant trade confirmation these terms and conditions, relevant regulatory requirements or otherwise.

## 23. LIMITATION OF LIABILITY

Bell Potter does not exclude or limit the application of any statute (including the Trade Practices Act 1974 (Cth)) where to do so would contravene that statute or cause any part of this Agreement to be void. Bell Potter excludes all conditions, warranties or terms implied by statute, general law or custom except to the extent that such exclusion would contravene any statute or cause this provision to be void. Bell Potter's liability for a breach of any provision implied by law which cannot be excluded is limited to the supplying of the services again.

# TRADING TERMS AND CONDITIONS (CONTINUED . . .)

## 24. LIMITED POWER OF ATTORNEY

The Client appoints Bell Potter and each of its officers and employees severally as the Client's attorney to execute and deliver any document necessary to ensure the registration details of the Client's Financial Products contains the Client's true and correct name, registration address and other necessary personal information and details.

## 25. TELEPHONE RECORDING

The Client consents to the recording of the Client's telephone conversations with representatives of Bell Potter (with or without a tone warning device).

## 26. CREDIT REFERENCES

The Client consents to Bell Potter making enquiries of any person, including the Financial Services Protection, and any credit agency as to the Client's creditworthiness.

## 27. PRIVACY

The Client acknowledges that information about the Client which is collected by Bell Potter is collected for the following purposes (as relevant):

- a. to assess the Client's application to open an account, including the Client's creditworthiness;
- b. to effect purchases and sales of Financial Products and other transactions on behalf of the Client and to provide related facilities and services, including settlement, sponsorship and nominee services (as required);
- c. to take into account the Client's investment objectives, financial situation and particular needs in providing any personal Financial Products recommendations to the Client; and
- d. to ensure compliance with these terms and conditions and with all applicable legal or regulatory requirements.

The Client authorises Bell Potter to use and disclose the information for the above purposes and consents to Bell Potter:

- a. using or disclosing the information

as required by the ASX Group or Chi-X Rules, the Corporations Act or any other applicable law;

- b. using the information internally to determine future strategies and to develop services and to market those services;
- c. disclosing the information to related bodies corporate to use internally to determine future strategies and to develop services and to market those services;
- d. disclosing the information to issuers of Financial Products marketed by Bell Potter; and
- e. disclosing the Client's tax file number (if supplied) to companies in which investments are made on the Client's behalf, and to the Australian Taxation Office if Bell Potter is required to supply such information to it; or
- f. disclosing the information to any regulatory authority empowered to obtain such information.

If at any time the Client does not wish information held about the Client to be used for marketing purposes, the Client may send a written direction to that effect to Bell Potter.

## 28. VARIATION

The terms and conditions applying to any transaction executed by Bell Potter at the Client's request will be the Regulatory Rules in operation at the time the transaction is executed, together with the terms and conditions set out in this agreement as amended or modified by any written notification to the Client from Bell Potter prior to the time that the Client instructs Bell Potter in relation to such transaction and/or by any notification as disclosed on Bell Potter's website [www.bellpotter.com.au](http://www.bellpotter.com.au) prior to the time that the Client instructs Bell Potter in relation to such transaction.

## 29. GOVERNING LAW

These terms and conditions are governed by the laws of New South Wales.

## 30. ELECTRONIC TRADE CONFIRMATIONS

By electing to receive Trade Confirmations by email, the Client:

- authorises Trade Confirmations to be dispatched to the Client electronically by Bell Potter;
- acknowledges that such Trade Confirmations are subject to:
  - i. ASIC Market Integrity Rules, the Rules, directions, decisions and requirements of ASX and the Clearing Rules and where relevant, the Settlement Rules; and
  - ii. the customs and usages of the Market;
  - iii. the correction of errors and omissions.

## 31. TERMINATION

This agreement will be terminated by notice in writing to that effect by either party to the other. Termination will not affect any rights or obligations that have arisen before that time.

## 32. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTATION

The Client acknowledges that the Client has received the following documentation:

- a. Financial Services Guide;
- b. Privacy Policy;
- c. Client Investment Profile for completion by the Client; and
- d. Account Opening Form and accompanying documentation.