

## **For Execution, Clearing and Settlement Services (Provided to a Client on the instructions of a Financial Planner)**

### **Welcome to Bell Potter**

This Account Opening Form enables you to establish an account with Bell Potter for the purpose of **executing, clearing and settling financial products transactions ONLY**.

You have been referred to us by your financial planner which either holds an Australian Financial Services Licence under the Corporations Act 2001, which authorises it to give advice in relation to, and to deal in financial products or is an Authorised Representative of such an Australian Financial Services Licensee (Financial Planner) for the provision of the aforementioned executing, clearing and settling services.

**This documentation does not provide for the provision of Advice by Bell Potter.** Your Financial Planner has access to your investment objectives, financial situation and particular needs and consequently it will be providing you with the financial products advice that you require.

At the outset, you should understand that although you are the Client named in this Account Opening Form you are a Referred Client (in that you have been referred to Bell Potter by a Financial Planner) and as such **you are not entitled to instruct Bell Potter directly in relation to the buying or selling of financial products.**

**Trade Confirmations** covering all financial products transactions executed for your account on the instructions of your Financial Planner will be forwarded directly to your residential address or registered office. Duplicate Trade Confirmations can be forwarded to your Financial Planner.

**Our settlement terms** of Trading Day plus 3 business days (T+3) are identical to the Market's settlement terms. The provision of access to a Cash Management Trust account or a Direct Credit/Debit authority facilitates the meeting of these terms.

As a Referred Client, we strongly encourage you to become CHESS Sponsored. The benefits of CHESS Sponsorship to you are; one unique Holder Identification Number (HIN) for all your shareholdings, ease of settlement – no need to locate issuer statements every time shares are sold, accurate portfolio updates – our system automatically reconciles with CHESS holdings and the service is free.

If you elect not to be CHESS Sponsored, Bell Potter will not accept a selling instruction from your Financial Planner without receiving the Security Reference Number for the stock being sold. Bell Potter may in the future levy an additional charge for issuer sponsored Referred Clients.

**With regard to fund remittances to Clients,** it is Bell Potter's preference to remit funds to Clients by crediting the Client's Account with a Cash Management Trust opened pursuant to the provisions of this Account Opening Form. Instructions can be given to Bell Potter by either the Client or the Financial Planner to operate on that Account. Alternatively, the remittance of funds from a Client's Account can be effected by the issue of a cheque payable to the Client and marked "Not Negotiable Account Payee". Again such instructions will be accepted directly from either the Client or the Financial Planner.

For a remittance to be made by bank transfer to a Client's bank account, a written instruction signed by the Client is required and Bell Potter must be able to verify the authenticity of the Client's signature unless a Client's bank account details correspond exactly with the Client's banking details contained in the Account Application incorporated in this Account Opening Form.

Accompanying the Account Opening Form is a copy of the ASX's CHESSE brochure.

It will be necessary for you to execute additional agreements should you wish to trade in Warrants or Exchange Traded Options.

If after reading the Account Opening Form and accompanying documentation you have any queries, please do not hesitate to contact the Manager, Account Opening at Bell Potter on (03) 9235 1747.

**The Account Opening Form has been forwarded to you in duplicate, please complete both copies and sign them in the place provided on pages 4 and 5. Please return one completed and signed copy of the Account Opening Form to Bell Potter and retain the other copy for your records.**

### **Checklist - please ensure you have....**

- |          |  |             |
|----------|--|-------------|
| <b>1</b> | Completed and signed the <b>Account Application</b><br><b>Individuals and Company representatives must execute the document by completing the Account Application on pages 4 and 5. Failure to do this will render this account inactive within 30 days.</b> | Pages 1-5   |
| <b>2</b> | Completed and signed the <b>Deed of Guarantee and Indemnity</b><br>(while this is only required if the Account is opened in the name of a Company, it MUST be completed for all Corporate Accounts)  | Page 6      |
| <b>3</b> | Read and understood the <b>Trading Terms and Conditions</b>  | Pages 7-12  |
| <b>4</b> | Read and understood the <b>CHESSE Sponsorship Terms and Conditions</b>   | Pages 13-17 |
| <b>5</b> | Read and understood " <b>How Do I Complete An Application?</b> "   | Enclosed    |
| <b>6</b> | Completed and signed the <b>Direct Credit/Debit Request Form</b>   | Enclosed    |
| <b>7</b> | Read and understood the <b>ASX CHESSE Brochure</b>   | Enclosed    |

# Account Application

To provide details to open an Execution, Clearing and Settlement Services account

**1. Applicant(s) Details** - Complete full name or Company details in **black pen** and CAPITAL LETTERS

**Applicant 1 or Company Name**

\_\_\_\_\_  
Title, Given Name(s) and Surname or Company Name

**Applicant 2**

\_\_\_\_\_  
Title, Given Name(s) and Surname or Company Name

**Applicant 3**

\_\_\_\_\_  
Title, Given Name(s) and Surname or Company Name

**2. Account Designation** (if applicable) (eg. Susan Brown Family A/C)

For Super Funds or Trusts, please provide a certified copy of Schedule A of the Deed detailing the Fund/Trust name and Trustees' names

< \_\_\_\_\_

> A/c

**3. Applicant's Residential Address/Registered Office for Companies** (Mandatory)

Please note that a PO Box is not acceptable

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_

**4. Postal Address** (Complete only if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_

**5. Registration Address for your Shareholdings** (Complete only if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_ Country \_\_\_\_\_

# Account Application

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## 6. Authorised person to instruct Bell Potter on this Account:

I/we authorise

\_\_\_\_\_ (name and address of Financial Planner)

\_\_\_\_\_ (the Financial Planner)

being an authorised representative of an ASIC licensed Financial Planning Group, notified to and acceptable to Bell Potter, to give Bell Potter both trading and payment instructions for my/our Account with Bell Potter, provided that this authorisation to give payment instructions will only extend to the timing and the amount of any payment and not to the payee of any such payment which shall always be the Client by direct deposit to the Client's Bank or Cash Management Account or by cheque marked "Not Negotiable Account Payee Only" forwarded to the Client's residential address. At the date hereof the Financial Planner is an authorised representative of

\_\_\_\_\_ (Name and address of ASIC licensed Financial Planning Group to which the Financial Planner is attached as an Authorised Representative)

Holder of Australian Financial Services Licence number \_\_\_\_\_

## 7. Trade Confirmations

How do you wish to receive your Trade Confirmations? (Please tick a box)

Mail

Email: \_\_\_\_\_

Facsimile: \_\_\_\_\_

If you elect to receive Trade Confirmations via email, please read Clause 33 in the Trading Terms and Conditions on page 12.

Do you want the Financial Planner nominated in Section 6 of this Account Application to be forwarded a duplicate Trade Confirmation? (Please tick a box)

Yes

No

## 8. CHESSE Sponsorship

**As a Referred Client, we prefer that you are CHESSE sponsored.**

Do you wish to be Bell Potter Securities CHESSE Sponsored? (Please tick a box)

Yes

No

HIN Transfer (Please complete a HIN Transfer Form)

If you do not tick a box, we will assume that you wish to be Bell Potter Securities CHESSE Sponsored. The CHESSE Sponsorship Terms and Conditions are outlined on pages 13-17.

## 9. Are you an Australian Resident for taxation purposes? (Please tick a box)

Yes

No

(If "No", please ensure you have completed **Section 3**. If you are unsure, please consult your tax adviser)

## 10. Tax File Number

By Law, you are not required to provide your Tax File Number (TFN). However, Australian residents will have resident withholding tax deducted from any interest or unfranked dividend when the TFN is not provided. If you supply Bell Potter with your TFN and you are Broker Sponsored, Bell Potter will advise it to the relevant company when any future purchase or interest bearing deposit is made.

TFN

1<sup>st</sup> Applicant / Company/Super Fund/  
Trust

TFN

2<sup>nd</sup> Applicant (if applicable)

TFN

3<sup>rd</sup> Applicant (if applicable)

# Account Application

To provide details to open an Execution, Clearing and Settlement Services account

11. **ABN** (if applicable)

## 12. Cash Management Trust (“CMT”) / Cash Account

(Complete if you wish to use a CMT/Cash Account to settle your transactions in Financial Products)

Do you currently have a CMT/Cash Account or do you wish to open a CMT/Cash Account?

Please tick the appropriate box and complete the relevant documents.

- i.  **Yes, I/we already have an account** **OR** ii.  **Yes, I/we wish to open a Cash Account**  
Please complete below Please forward the Application Form enclosed in the Bell Potter Cash Account Prospectus

CMT/Cash Account Type \_\_\_\_\_

CMT/Cash Account Name \_\_\_\_\_

BSB Number \_\_\_\_\_

CMT/Cash Account Number \_\_\_\_\_

If you have an existing CMT/Cash Account, you will need to sign either a Transporter Form or Letter of Authority to authorise Bell Potter to access your CMT account. Bell Potter will forward this form/letter to you upon return of the completed Account Opening Form.

## 13. Debit and Credit Authority

(Complete if you have not filled in Section 12 and wish to use an external bank account other than a CMT account to settle your transactions in Financial Products)

### A. Credit/Debit Authority

Please complete the enclosed **Direct Credit/Debit Request Form** to authorise Bell Potter to credit/debit your Bank account pursuant to Clause 15 of the Trading Terms and Conditions and return it with the Account Opening Form.

### B. Credit Authority Only

I/We authorise Bell Potter to credit the following Bank Account pursuant to Clause 15 of the Trading Terms and Conditions.

Bank Name \_\_\_\_\_

Bank Address \_\_\_\_\_

Bank Account Name \_\_\_\_\_

Branch No. (BSB) \_\_\_\_\_

Bank Account No. \_\_\_\_\_

## 14. DVP Settlement

Will this Account be settled using a Margin Lender or other Custodian?

Yes  No

Provider Name \_\_\_\_\_

Provider PID Number \_\_\_\_\_

Provider Account Number \_\_\_\_\_

# Account Application

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## 15. Brokerage

For the execution, clearing and settlement service provided hereunder:

Brokerage Rate \_\_\_\_\_ % Minimum brokerage amount \$ \_\_\_\_\_

Brokerage amount rebated to Financial Planning Group to which the Financial Planner is associated as an authorised representative \$ \_\_\_\_\_ **OR** the amount of \$ \_\_\_\_\_ to be retained by Bell Potter Securities after the rebate of the balance of the Brokerage to the Financial Planning Group.

## 16. Execution by the Applicant(s) Including Limited Power of Attorney for Individuals

I/We acknowledge that I/we have received, read and agree to the Trading Terms and Conditions(pages 7-12), including the grant of the Limited Power of Attorney in Clause 27 (page 12) **and unless I/we have elected not to be sponsored, agree to the CHES Sponsorship Terms and Conditions** (pages 13-17).

### APPLICANT 1

\_\_\_\_\_  
Name of Applicant 1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

### APPLICANT 2

\_\_\_\_\_  
Name of Applicant 2

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

### APPLICANT 3

\_\_\_\_\_  
Name of Applicant 3

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

# Account Application

To provide details to open an Execution, Clearing and Settlement Services account

## 17. Execution by the Applicant Including Limited Power of Attorney for Companies

I/We acknowledge that I/we have received, read and agree to the Trading Terms and Conditions (pages 7-12), including the grant of the Limited Power of Attorney in Clause 27 (page 12) **and unless I/we have elected not to be sponsored, agree to the CHES Sponsorship Terms and Conditions** (pages 13-17).

### DIRECTOR 1/SOLE DIRECTOR

		<input type="checkbox"/> (Tick if Sole Director)
<b>Name of Director 1/Sole Director</b>	Signature of Director 1/Sole Director	
Name of Witness	Signature of Witness	Date

### DIRECTOR 2/SECRETARY

<b>Name of Director 2/Secretary</b>	Signature of Director 2/Secretary	
Name of Witness	Signature of Witness	Date

FOR OFFICE USE ONLY

ACCOUNT NO	EXECUTED FOR AND ON BEHALF OF BELL POTTER SECURITIES LIMITED
HIN	
ADVISER CODE	REFERENCE
CLASSIFICATION	CODES

# Deed of Guarantee and Indemnity

For a director/guarantor to complete for **Company Accounts, including those acting as trustee only**

THIS DEED is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**BETWEEN BELL POTTER SECURITIES LIMITED** ABN 25 006 390 772 AFS Licence No. 243480 of 101 Collins Street, Melbourne in the State of Victoria ("Bell Potter") is a Market, Clearing and Settlement Participant of the Australian Securities Exchange of the first part

**INSERT  
GUARANTOR'S  
NAME**

AND \_\_\_\_\_  
(name(s) of the individual guaranteeing and indemnifying the Account)  
of \_\_\_\_\_  
(insert residential address) **(the "Guarantor")** of the second part

**INSERT  
CLIENT'S  
NAME**

WHEREAS \_\_\_\_\_ < \_\_\_\_\_ >A/c  
(Client Name – as per application) Account Designation (if applicable)  
of \_\_\_\_\_  
(Client Address – PO Box not acceptable) **("the Client")**

- A** and Bell Potter are bound by the terms and conditions for operating an account with Bell Potter which may be varied by Bell Potter in writing from time to time including those contained in any trade confirmation issued by Bell Potter to the Client ("the Client Agreement").
- B** The Guarantor wishes to guarantee the obligations of the Client and to indemnify Bell Potter against any liability that Bell Potter may incur as a consequence of any dealings or other actions made by Bell Potter on behalf of the Client.

**NOW THIS DEED WITNESSES** and it is agreed as follows:

- The Guarantor hereby guarantees to Bell Potter the performance by the Client of all of its obligations to Bell Potter of any kind whatsoever.
- The Guarantor agrees to indemnify and keep indemnified Bell Potter against any and all liability or loss (including any consequential loss or damage suffered by Bell Potter) arising from, and any costs (including legal costs), damages, charges and expenses incurred by Bell Potter in connection with:
  - any failure by the Client to pay Bell Potter any monies which are due and payable by the Client; or
  - any failure by the Client to deliver financial products or documents which are due and deliverable by the Client; or
  - any failure by the Client to fulfil its obligations to Bell Potter under the Client Agreement.
- This Guarantee and Indemnity shall be a principal and continuing obligation of the Guarantor notwithstanding termination of the Client Agreement and shall not be affected in any way by:
  - any indulgence, delay or period of grace allowed by Bell Potter to the Client or the Guarantor; or
  - any modification or variation of the Client Agreement between the Client and Bell Potter; or
  - any other thing that would otherwise affect the obligations of the Guarantor; or
  - any change in the constitution of Bell Potter, the Client or the Guarantor.
- This Guarantee and Indemnity shall be in addition to and shall not merge with, or be affected by, any other security held by Bell Potter in respect of the obligations of the Client or the Guarantor, now or in future, notwithstanding any rule of law or equity, or any statutory provision to the contrary.
- The Guarantor acknowledges that:
  - it shall do everything to discharge its obligations under this Deed on demand of Bell Potter; and
  - it has the power and authority to enter into this Deed; and
  - it has read the terms and conditions of operating an account with Bell Potter; and
  - it will pay on demand of Bell Potter a sum equal to all monies due and payable by the Client to Bell Potter and the amount of Bell Potter's loss suffered or liability incurred without set-off or counter claim.
- This Deed shall be governed by the laws of New South Wales.

**GUARANTOR  
TO SIGN HERE**

**EXECUTED BY THE GUARANTOR AS A DEED**

\_\_\_\_\_  
Signature of Guarantor

**WITNESS TO  
SIGN HERE**

\_\_\_\_\_  
In the presence of (Signature of Witness)

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

**FOR OFFICE USE ONLY  
EXECUTED BY BELL POTTER SECURITIES LIMITED**

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Signature of Director/Secretary

**IF THIS DEED OF GUARANTEE AND INDEMNITY IS REQUIRED, IT MUST BE COMPLETED IN ITS ENTIRETY BY THE GUARANTOR, SIGNED BY THE GUARANTOR AND WITNESSED.**

# Trading Terms and Conditions

By executing the Account Application or having an order placed 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 Australian Securities Exchange Limited's (ASX) Market Rules, the Australian Clearing House Pty Ltd's (ACH) Clearing Rules, and Australian Settlement and Transfer Corporation Pty Ltd's (ASTC) Settlement 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 clearing house of any such exchange, 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. FINANCIAL PLANNER

The Client acknowledges that the Client has appointed a financial planner, which holds an Australian Financial Services Licence under the Corporations Act 2001, which authorises the financial planner to give advice in relation to and to deal in listed financial products, or the Authorised Representative of such a financial planner authorized pursuant to the Corporations Act 2001 (Financial Planner), to provide the Client with advice and to take instructions from the Client to deal in listed financial products; and the Client further acknowledges that it has sighted a copy of the aforementioned Licence.

The Client has appointed the Financial Planner identified in Section 6 of the Account Application attached hereto or any other Financial Planner notified by the Client to Bell Potter in writing (the "Financial Planner") as the Client's Agent to provide instructions to Bell Potter in relation to the Services that Bell Potter will provide to the Client as set out in Clause 4.

In communicating those instructions to Bell Potter the Financial Planner will act as the Client's Agent and not as an Agent of Bell Potter. The Financial Planner is not authorised to represent or hold itself out as being the representative of or the holder of a proper authority from Bell Potter.

## 3. SERVICES BY FINANCIAL PLANNER

The Client has elected to obtain financial planning and investment advisory services in relation to the Client's investments in Financial Products from the Financial Planner, and Bell Potter will not provide such services to the Client.

The Financial Planner will determine, and the Client will communicate to the Financial Planner, the Client's investment objectives, financial situation and particular needs so as to provide an appropriate basis for the Financial Planner to provide financial products advice to the Client.

## 4. SERVICES BY BELL POTTER

Bell Potter will provide execution, clearing and settlement services only to the Client in relation to the Client's investments in Financial Products as instructed by the Financial Planner. The Client will become a Client of Bell Potter in relation to these services only.

Bell Potter will not contact the Client directly in relation to the provision of execution, clearing and settlement services as aforesaid and the Client irrevocably authorises and instructs Bell Potter to accept and act on instructions from the Financial Planner alone in accordance with Clause 11 without reference to the Client.

## 5. 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 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 the Financial Planner, the Client will keep the Financial Planner informed of such Investment Strategy, and
  - the Client's investment instructions to the Financial Planner 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 the Financial Planner in relation to the opening of derivative transactions without such a Risk

# Trading Terms and Conditions

Management Statement being in existence and any such instructions shall be in accordance with the Risk Management Statement;

- f. by giving authority to the Financial Planner to give instructions to Bell Potter, the Client warrants that:
  - i. it is not an employee of another ASX Market Participant;
  - 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 the Financial Planner to instruct Bell Potter, 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.

## 6. VERIFICATION OF IDENTITY

The Client agrees to provide Bell Potter with one or more of the following to enable Bell Potter to verify the identity, residential address and signature of the Client:

for a Client, that is an individual acting in a principal capacity,

- a. a copy of the Client's Passport
- b. a copy of the Client's Driver's License
- c. a copy of the Client's Utility account
- d. confirmation that the Client is listed in a Telstra Telephone Directory;

For a Client that is a company;

- a. the company's ABN to enable ASIC to confirm that the company is registered,
- b. if required, separate verification that the person authorised to trade the company's account is an officer or employee of the company and in the case of an employee the name and title of the person to whom the authorised person reports.
- c. any of the above numbered (a) to (d) in relation to each person authorised to trade the account.

## 7. ACKNOWLEDGEMENT

The Client acknowledges that Bell Potter makes no representation or warranty that any investment in Financial Products the Client makes and which is executed, cleared and settled by Bell Potter, is suitable for the Client's investment objectives, financial situation and/or particular needs and accepts no responsibility or liability for any advice or recommendation made by the Financial Planner to the Client in that regard.

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

The Client acknowledges that in order for the Financial Planner to provide the Client with personal advice with respect to Financial Products, the Financial Planner is required by the Corporations Act to have information about the Client's investment objectives, financial situation and particular needs and to update this information whenever the Client's circumstances change materially.

The Client agrees and acknowledges that Bell Potter its agents authorized representatives and employees will not give either general or personal securities advice to the Client and will provide only its execution, clearing and settlement services as aforesaid and Bell Potter will not consider the Client's investment objectives, financial situation and particular needs.

## 9. 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 or other bank account in the Client's name; and

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

## 10. REGISTRATION AND SPONSORSHIP

Financial Products transactions executed by Bell Potter for the Client pursuant to the Financial Planner'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 to Bell Potter from time to time.

By completing and executing the Account Application and thereby agreeing to these Trading Terms and Conditions and requesting to become Bell Potter Securities CHES Sponsor the Client elects to have the Client's ASX listed Financial Products sponsored by Bell Potter in the Clearing House Electronic Sub-register System (CHES) on the CHES Sponsorship Terms and Conditions included in this Account Opening Form as may be amended from time to time, for the purpose of facilitating the provision of settlement services to the Client by Bell Potter.

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

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has previously been provided by the Client to Bell Potter.

## 11. INSTRUCTIONS/AUTHORISED PERSONS

The Client agrees that it will obtain financial planning and investment advisory services from the Financial Planner and Bell Potter will provide execution, clearing and settlement services, only. For all purposes of this Agreement, the Client instructs and authorises Bell Potter to act on any verbal, written or electronic instructions of the Financial Planner or any of its directors, employees, authorised representatives and agents, who hold a current Proper Authority or representative authorisation from the Financial Planner, subject to the following terms and conditions:

- a. Bell Potter may act on any verbal, written or electronic (facsimile or email) instruction of the Financial Planner to give instructions to Bell Potter on the Client's behalf provided that such Financial Planner and the instruction are acceptable to Bell Potter;
- b. 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 e-mail has been sent by the Financial Planner on behalf of the Client or opened by Bell Potter in the case of an email does not constitute Bell Potter's acceptance of the instruction;
- c. unless Bell Potter has received written notice of the revocation of the authority of any Financial Planner 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 a Financial Planner 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;
- d. 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 acting on behalf of the Financial Planner, as aforesaid.

- e. the Client acknowledges that while a Financial Planner will be able to instruct Bell Potter in relation to the Client's account, Bell Potter, in its absolute discretion, may require confirmatory verbal, written or electronic instructions from the Financial Planner;
- f. Bell Potter, in its absolute discretion, may decline any instructions given by the Financial Planner, at any time. PROVIDED if Bell Potter refuses to accept instructions from the Financial Planner it will notify the Financial Planner as soon as is practicable;
- g. notwithstanding anything contained in this clause a Financial Planner shall not be entitled to direct Bell Potter in relation to a Client's account as to the payment of funds held in the Client's account with Bell Potter or any other associated entity to anyone other than by transfer to an account with a Cash Management Trust or a Bell Potter Cash Account opened pursuant to the provisions of these Trading Terms and Conditions or the associated Account Application or by cheque payable to the Client and marked "Not Negotiable Account Payee Only". Any direction to Bell Potter to credit a Client's bank account must be signed by the Client and Bell Potter must be able to verify the authenticity of the Client's signature;
- h. all instructions to buy or sell financial products other than options will be worked on a Good Until Cancelled (GTC) basis unless specific instructions are given to the contrary and all instructions to buy and sell options will be worked on a Good For the Day (GFD) basis unless specific instructions are given to the contrary.

## 12. JOINT ACCOUNTS

If the Client consists of more than one person these terms and conditions bind them jointly and severally. Where a Client may instruct Bell Potter, 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 for changes related to sponsored holdings.

## 13. STOP LOSS ORDERS

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

## 14. TRADE CONFIRMATIONS

Trade Confirmations are issued subject to the Rules, directions, decisions and requirements of ASX and the Clearing Rules and where relevant, the Settlement Rules and the customs and usages of ASX Market, 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.

Notwithstanding that the Client has authorised a Financial Planner to instruct Bell Potter in relation to the execution, clearing and settlement of transactions for the account of the Client, Trade Confirmations will always be issued direct to the Client at the Client's residential address or, in the case of a corporation, its registered office. Duplicate Trade Confirmations can be issued to the Financial Planner or as otherwise instructed.

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 Financial Planner prior to the Settlement Date defined in Clause 15.

## 15. 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 Financial Planner's instructions. In these terms and conditions, the "Settlement Date" is 10.00 am on the date for settlement specified on the face of the relevant Trade Confirmation or, if not specified, in accordance with the ASX Group Rules.

Bell Potter may pay, appropriate or allocate (as the case requires) all credits of and all moneys received from or on behalf of the Client as it thinks fit in order to satisfy or discharge any amount

# Trading Terms and Conditions

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.

## 16. 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 moneys held in any account of the Client to which Bell Potter has access to satisfy this obligation. Payment in cash is not acceptable.

## 17. 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.

## 18. 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 to the trust.

## 19. 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
- c. pursuant to or as contemplated by the ASX Group 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, 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.

## 20. 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 minimum brokerage amount) applicable at the time of each Financial Product transaction, or at such rates otherwise agreed between Bell Potter and the Client, PROVIDED that such rate and amount shall initially be those set out in section 15 of the Account Application herein. 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.

## 21. 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 Australian Clearing House Pty Ltd (ACH) 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 ACH, with respect to such collateral equity securities, shall take priority over the charge of Bell Potter until such equity securities are released by ACH to Bell Potter when the security interest of ACH will cease;
- ii. refuse to comply with the Client's instructions to withdraw such collateral equity securities and retain

# Trading Terms and Conditions

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 ACH, 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 22 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.

## 22. 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 ACH 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 ACH charge, those amounts and any amounts owing by Bell Potter to ACH 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 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.

## 23. FAILURE TO SETTLE

If the Client or a Financial Planner 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 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's Financial Planner 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 CHES;
- c. the Client's Financial Products which have been purchased for the Client on the instructions of the Financial Planner 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 bank accounts, 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.

## 24. 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 an annual rate of 6% points above Bell Potter's Bank Base Rate, calculated and payable daily, computed from the due date of payment until the amount is paid in full.

## 25. 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 Financial Planner giving instructions under this Agreement or otherwise;
- b. the Client failing to provide the information required to be given under this Agreement, or giving incomplete or incorrect information;
- c. Bell Potter refusing to act on the Client's or the Financial Planner's instructions;
- d. any general or personal securities advice given to the Client by the Financial Planner;
- e. the Client's use of or reliance on any research reports provided by Bell Potter;
- f. the Client's default under this agreement;
- g. anything lawfully done by Bell Potter in accordance with this agreement or at the Client's request;
- h. Bell Potter complying with any direction, request or requirement of the ASX Group Rules, the Corporations Act or any other regulatory authority;
- i. failure of a Securities Exchange; and

# Trading Terms and Conditions

- j. 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 Financial Planner'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.

## 26. 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.

## 27. 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.

## 28. TELEPHONE RECORDING

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

## 29. CREDIT REFERENCES

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

## 30. PRIVACY

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

- to assess the Client's application to open an account, including the Client's creditworthiness;
- 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); and
- 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:

- using or disclosing the information as required by the ASX Group Rules, the Corporations Act or any other applicable law;
- using the information internally to determine future strategies and to develop services;
- disclosing the information to related bodies corporate to use internally to determine future strategies and to develop services;
- 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
- disclosing the information to any regulatory authority empowered to obtain such information.

## 31. VARIATION

The terms and conditions applying to any transaction executed by Bell Potter on the instructions of the Financial Planner for the Client's account 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's Financial Planner instructs Bell Potter in relation to such transaction.

## 32. GOVERNING LAW

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

## 33. ELECTRONIC TRADE CONFIRMATION

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:
  - the Rules, directions, decisions and requirements of ASX and the Clearing Rules and where relevant, the Settlement Rules; and
  - the customs and usages of the Market;
  - the correction of errors and omissions.

## 34. 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.

## 35. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTATION

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

- Privacy Policy; and
- Account Opening Form and accompanying documentation.
- ECS Financial Services Guide.

# CHES Sponsorship Terms and Conditions

## RECITALS

- A** In its capacity as the Securities Clearing House under the Corporations Act ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532 ("ASTC") operates a Clearing House Electronic Subregister System ("CHES").
- B** In CHES, a Participant Sponsored Holder can hold Financial Products in uncertificated form in holdings sponsored by a Sponsoring Participant.
- C** The Client ("Participant Sponsored Holder") wishes to hold Financial Products as aforesaid in CHES as a Participant Sponsored Holder.
- D** Bell Potter Securities Limited ("Bell Potter") ("Sponsoring Participant") is a Sponsoring Participant in CHES.
- E** The Sponsoring Participant and the Participant Sponsored Holder wish to enter into this Agreement to allow the Participant Sponsored Holder to participate as a Sponsored Holder in CHES.

## 1. INTERPRETATION

Any term used in this Agreement which is defined in the ASTC Settlement Rules has the meaning given in the Rules. Should you require a copy of these definitions please contact your Sponsoring Participant.

## 2. PARTICIPANT RIGHTS

- 2.1 Where the Participant Sponsored Holder authorises the Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products within three Business Day of the date of purchase.
- 2.2 Subject to Clause 2.3, the Participant is not obliged to transfer Financial Products into the Participant Sponsored Holding, where payment for those Financial Products has not been received, until payment is received.
- 2.3 Where a contract for the purchase of Financial Products remains unpaid, after the Participant has made a demand of the Participant Sponsored Holder to pay for the Financial Products, the Participant may sell those Financial Products that are the subject of that contract at the Participant Sponsored Holder's risk and expense and that expense will include brokerage and stamp duty.
- 2.4 Where the Participant claims that an amount lawfully owed to it has not been paid by the Participant Sponsored Holder, the Participant has the right to refuse to comply with the Participant Sponsored Holder's Withdrawal

Instructions, but only to the extent necessary to retain Financial Products of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).

- 2.5 If the Participant Sponsored Holder fails to make payment or deliver any security holder information or documents to the Participant 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 those parties, the Participant Sponsored Holder authorises the Participant and each of its directors, officers and managers as the Participant Sponsored Holder's attorney to give any instructions on the Participant Sponsored Holder's behalf which the Participant or any such attorney deems fit in their absolute discretion in respect of any of the Participant Sponsored Holder's Financial Products that are broker sponsored by the Participant in CHES to enable the Participant to charge and/or nominee those Financial Products or sell those Financial Products and generally to place the Participant in a position to apply the aforesaid Financial Products and the proceeds thereof in reduction of the Participant Sponsored Holder's liability to the Participant and to recover the Participant's costs in so acting.

- 2.6 a. Where an amount is lawfully owed to the Participant either by the Participant Sponsored Holder or a third party in connection with a Financial Products transaction in relation to which Financial Products are lodged as collateral by the Participant Sponsored Holder with the Participant, in addition to having the right to refuse to comply with the Participant Sponsored Holder's Withdrawal Instructions, the Participant has a charge and a power of sale in relation to such collateral Financial Products to recover the amount owing to the Participant.
- b. In execution of its power to deal with the collateral as aforesaid, the Participant is entitled to request the Participant Sponsored Holder to execute a Deed of Charge in favour of the Participant charging by way of security those collateral Financial Products owned by the Participant Sponsored Holder to secure all amounts owing to or to become owing to the Participant in relation to the transaction to which the collateral relates on such terms as the Participant stipulates. The Participant Sponsored Holder must execute such Deed of Charge within forty-eight hours of the request to

# CHES Sponsorship Terms and Conditions

do so, failing which the Participant Sponsored Holder appoints each Director of the Participant severally as its duly appointed attorney to execute on behalf of the Participant Sponsored Holder such Deed of Charge, and to sign all further documents and do all things to cause it to be registered at the Australian Securities and Investments Commission.

### 3. PARTICIPANT SPONSORED HOLDER'S RIGHTS

- 3.1 Subject to Clauses 2.3, 2.4, 2.5 and 2.6, the Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within two (2) Business Days of the date of receipt of the Withdrawal Instructions (or except as detailed above.)
- 3.2 The Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder.
- 3.3 The regulatory regime which applies to the Participant is ASTC Business Rules and Corporations Act. The Participant Sponsored Holder can obtain information as to the status of the Participant from ASIC.
- 3.4.1 The Participant Sponsored Holder may lodge a complaint against the Participant or any claim for compensation firstly with Bell Potter then Financial Ombudsman Service (FOS), if a satisfactory response has not been received.

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Telephone: (03) 9613 7366  
Toll free: 1300 78 08 08  
Fax: (03) 9613 6399  
Email: info@fos.org.au

### OTHER RIGHTS AND DUTIES

#### 4. SUPPLY OF INFORMATION

The Participant Sponsored Holder will supply all information and supporting documentation which is reasonably required to permit the Participant to comply with the registration requirements, as are in force from time to time, under the ASTC Settlement Rules.

#### 5. EXCHANGE TRADED OPTIONS, PLEDGING AND SUB-POSITIONS

- 5.1 a. Where the Participant Sponsored Holder arranges with ACH to lodge Derivatives Cover in a Participant Sponsored Holding, and informs the Participant of the arrangement, the Participant Sponsored Holder authorises the Participant to take whatever action is reasonably required by ACH in accordance with its Rules to give effect to that arrangement.
- b. The Participant Sponsored Holder acknowledges the right of the Participant to deal in any Financial Products over which the Participant has been authorised to take a charge or interest should events necessitate the liquidation of Holdings in order to extinguish any liabilities relating to business conducted by the Participant Sponsored Holder in Exchange Traded Options.)
- 5.2 Where the Participant Sponsored Holder arranges with any person to give a charge or any other interest in Financial Products in a Participant Sponsored Holding, the Participant Sponsored Holder authorises the Participant to take whatever action is reasonably required by the person in accordance with the Rules to give effect to that arrangement.
- 5.3 The Participant Sponsored Holder acknowledges that where, in accordance with

this Agreement and/or the Participant Sponsored Holder's instructions, the Participant initiates any action which has the effect of creating a sub-position over financial products in the Participant Sponsored Holding, the right of the Participant Sponsored Holder to transfer, convert or otherwise deal with those Financial Products is restricted in accordance with the terms of the Rules relating to sub-positions.

- 5.4 Nothing in this Agreement operates to override any interest of ACH in the Financial Products.
- 5.5 Any arrangement made by the Participant Sponsored Holder to lodge Financial Products as cover or security for any transaction, irrespective of whether it was first made either before or after these Terms and Conditions become effective will be governed by these Terms and Conditions including Clause 5.

#### 6. FEES

The Participant Sponsored Holder will pay all Brokerage fees and associated transactional costs within the period prescribed by the Participant.

#### 7. MANDATORY NOTIFICATIONS AND ACKNOWLEDGEMENTS

- 7.1 The Participant Sponsored Holder acknowledges that if the Participant is not a Market Participant of ASX, neither ASX nor any Related Party of ASX has any responsibility for supervising or regulating the relationship between the Participant Sponsored Holder and the Participant, other than in relation to the Rules relating to Sponsorship Agreements.
- 7.2 The Participant Sponsored Holder acknowledges that if a Transfer is taken to be effected by the Participant under Section 9 of the ASTC Settlement Rules and the Source Holding for the Transfer is a Participant

# CHES Sponsorship Terms and Conditions

Sponsored Holding under the Sponsorship Agreement, then:

- a. the Participant Sponsored Holder may not assert or claim against ASTC or the relevant Issuer that the Transfer was not effected by the Sponsoring Participant or that the Sponsoring Participant was not authorised by the Participant Sponsored Holder to effect the Transfer; and
- b. unless the Transfer is also taken to have been effected by a Market Participant of ASX or a Clearing Participant of ACH, the Participant Sponsored Holder has no claim arising out of the Transfer against the National Guarantee Fund under Part 7.5, Division 4 of the Corporations Regulations.

7.3 In the event that the Participant breaches any of the provisions of this Agreement, the Participant Sponsored Holder may refer that breach to any regulatory authority, including ASTC.

7.4 In the event that the Participant is suspended from CHES participation, subject to the assertion of an interest in Financial Products controlled by the Participant, or by the liquidator, receiver, administrator or trustee of that Participant:

- a. the Participant Sponsored Holder has the right, within twenty (20) Business Days of ASTC giving Notice of suspension, to give notice to ASTC requesting that any Participant Sponsored Holdings be removed either:
  - i. from the CHES subregister; or
  - ii. from the control of the suspended Participant to the control of another Participant with whom they have concluded a

valid Sponsorship Agreement pursuant to Rule 12.19.10; or

- b. where the Participant Sponsored Holder does not give notice under Clause 7.4(a), ASTC may effect a change of Controlling Participant under Rule 12.19.11 and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement with the substitute Participant on the same terms as the existing Sponsorship Agreement. Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship Agreement, the new Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Controlling Participant.

7.5 The Participant Sponsored Holder acknowledges that before the Participant Sponsored Holder executed the Sponsorship Agreement:

- a. the Participant Sponsored Holder reviewed all the CHES Sponsorship terms and conditions;
- b. the Participant provided the Participant Sponsored Holder with an explanation of the effect of the Sponsorship Agreement and conditions by providing the Participant Sponsored Holder with a copy of the ASX's CHES brochure. The Participant Sponsored Holder further acknowledges that;
- c. the Participant Sponsored Holder understands the aforementioned explanation of these CHES Sponsorship terms and conditions;

- d. the contact details of a Responsible Officer of the Sponsoring Participant who can explain the effect on these CHES Sponsorship terms and conditions are;

**The Sponsorship Officer**

Bell Potter Securities Limited  
Melbourne  
Telephone: 03 9256 8700

- e. the Participant Sponsored Holder can discuss these CHES Sponsorship terms and conditions with the Sponsorship Officer before the Participant Sponsored Holder executes this Sponsorship Form;

7.6 The Participant Sponsored Holder acknowledges that, in the event of the death or bankruptcy of the Participant Sponsored Holder, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with the ASTC Settlement Rules, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHES Subregister.

7.7 The Participant Sponsored Holder acknowledges that, in the event of the death of the Participant Sponsored Holder, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Participant Sponsored Holder's estate, subject to the consent of the legally appointed representative for a period of up to three calendar months after the removal of a Holder Record Lock applied pursuant to Clause 7.6.

**FOR JOINT HOLDINGS ONLY**

7.8 The Participant Sponsored Holder acknowledges that, in the event of the death of one of the Holders, the Participant will transfer all Holdings under

# CHES Sponsorship Terms and Conditions

- the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder(s), and that this Sponsorship Agreement will remain valid for the new Holdings under the new Holder Record.
- 7.9 The Participant Sponsored Holder acknowledges that, in the event of the bankruptcy of one of the Holders the Participant will:
- a. unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Participant Sponsored Holdings from the CHES Subregister, establish a new Holder Record in the name of the bankrupt Participant Sponsored Holder, transfer the interest of the bankrupt Participant Sponsored Holder into new Holdings under the new Holder Record and request that ASTC apply a Holder Record Lock to all Holdings under that Holder Record; and
  - b. establish a new Holder Record in the name(s) of the remaining Participant Sponsored Holder(s) and Transfer the interest of the remaining Participant Sponsored Holder(s) into new Holdings under the new Holder Record.
- 8. CHANGE OF CONTROLLING PARTICIPANT**
- 8.1 If the Participant Sponsored Holder receives a Participant Change Notice from the Controlling Participant of the Participant Sponsored Holding and the Participant Change Notice was received at least twenty (20) Business Days prior to the date proposed in the Participant Change Notice for the change of Controlling Participant, the Participant Sponsored Holder is under no obligation to agree to the change of Controlling Participant, and may choose to do any of the things set out in Clauses 8.2 or 8.3.
- 8.2 The Participant Sponsored Holder may choose to terminate the Agreement by giving Withdrawal Instructions under the ASTC Settlement Rules to the Controlling Participant, indicating whether the Participant Sponsored Holder wishes to:
- a. transfer its Participant Sponsored Holding to another Controlling Participant; or
  - b. transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 8.3 If the Participant Sponsored Holder does not take any action to terminate the Agreement in accordance with 8.2 above, and does not give any other instructions to the Controlling Participant which would indicate that the Participant Sponsored Holder does not agree to the change of Controlling Participant then, on the Effective Date, the Agreement will have been taken to be novated to the New Controlling Participant and will be binding on all parties as if, on the Effective Date:
- a. the New Controlling Participant is a party to the Agreement in substitution for the Existing Controlling Participant;
  - b. any rights of the Existing Controlling Participant are transferred to the New Controlling Participant; and
  - c. the Existing Controlling Participant is released by the Participant Sponsored Holder from any obligations arising on or after the Effective Date.
- 8.4 The novation in Clause 8.3 will not take effect until the Participant Sponsored Holder has received a notice from the New Controlling Participant consents to acting as the Controlling Participant for the Participant Sponsored Holder. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- 8.5 The Participant Sponsored Holder will be taken to have consented to the events referred to in Clause 8.4 by the doing of any act which is consistent with the novation of the Agreement to the New Controlling Participant (for example by giving an instruction to the New Controlling Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- 8.6 The Agreement continues for the benefit of the Existing Controlling Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in Clause 8.3 not binding or effective on the Effective Date, then the Agreement will continue for the benefit of the Existing Controlling Participant until such time as the novation is effective, and the Existing Controlling Participant will hold the benefit of the Agreement on trust for the New Controlling Participant.
- 8.7 Nothing in this Clause 8 will prevent the completion of CHES transactions by the Existing Controlling Participant where the obligation to complete those transactions arises before the Effective Date and the Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the New Controlling Participant under this Clause 8.
- 9. CLAIMS FOR COMPENSATION**
- 9.1 No compensation arrangements apply to the Participant Sponsored Holder.
- 9.2 If the Participant breaches a provision of this Agreement

# CHES Sponsorship Terms and Conditions

and the Participant Sponsored Holder makes a claim for compensation pursuant to that breach, the ability of the Participant to satisfy that claim will depend on the financial circumstances of the Participant.

- 9.3 If a breach by a Participant of a provision of this Agreement falls within the circumstances specified under Part 7.5, Division 4 of the Corporations Regulations, a Participant Sponsored Holder may make a claim on the National Guarantee Fund for compensation.<sup>1</sup>

## 10. APPLICATION

This Agreement shall relate to the CHES Holdings of the Participant Sponsored Holder identified by the HIN obtained by the Participant from CHES on behalf of the Participant Sponsored Holder as a result of the execution of this Agreement.

## 11. TERMINATION

- 11.1 Subject to the ASTC Settlement Rules, this Agreement will be terminated upon the occurrence of any of the following events:
- by notice in writing from either the Participant Sponsored Holder or the Participant to the other party to the Agreement;
  - upon the Participant becoming insolvent; or
  - upon the termination or suspension of the Participant; or
  - upon the giving of Withdrawal Instructions by a Participant Sponsored Holder to a Controlling Participant in accordance with Rule 7.1.10(c).
- 11.2 Termination under Clause 11.1(a) will be effective upon receipt of Notice by the other party to the Agreement.

## 12. VARIATION

Should any of the provisions in this Agreement be inconsistent with the provisions in the ASTC Settlement Rules, the Participant will, by giving the Participant Sponsored Holder not less than seven (7) Business Days' written Notice, vary the Agreement to the extent to which in the Participant's reasonable opinion it is necessary to remove any inconsistency.

## 13. COPY EXECUTED AGREEMENT

- 13.1 The Participant Sponsored Holder, by signing the Account Application (contained in the Account Opening Form, of which the CHES Sponsorship Terms and Conditions forms part) and electing in that application to be Bell Potter CHES Sponsored, agrees to and is bound by these CHES Sponsorship Terms and Conditions, and further expressly instructs the Participant not to provide the Participant Sponsored Holder with a hard copy of the Account Application signed by the Participant within three (3) Business Days of such execution.

The Participant agrees to provide to the Participant Sponsored Holder a hard copy of such documentation signed by the Participant if so requested by the Participant Sponsored Holder.

- 13.2 Notwithstanding Clause 13.1, the Participant Sponsored Holder who is and continues to be, or becomes Bell Potter CHES sponsored whether before or after these CHES Sponsorship Terms and Conditions become effective is bound by these CHES Sponsorship Terms and Conditions, regardless of whether or not the Participant Sponsored Holder signs the Account Opening Form of which these Terms and Conditions form part.

For more information on the circumstances in which a Participant Sponsored Holder may make a claim on the National Guarantee Fund or for information on the National Guarantee Fund generally, contact the Securities Exchange Guarantee Corporation Limited.

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