

Share Trading is a service provided by Australian Investment Exchange Limited (AUSIEX, the Participant, we, us, our) ABN 71 076 515 930 AFSL 241400. AUSIEX is a Market Participant of ASX Limited & Cboe Australia Pty Ltd, a Clearing Participant of ASX Clear Pty Limited and a Settlement Participant of ASX Settlement Pty Limited. This document should be read in conjunction with AUSIEX's Terms and Conditions.

## RECITALS

- A. AUSIEX (the Participant, we, us or our) is a Participant of ASX Limited and Cboe Australia Pty Ltd. The Participant provides a non advisory execution, clearing and settlement service and related financial services.
- B. The Dealer referred to in the Adviser's New Adviser Application is a holder of an Australian Financial Services Licence and provides advisory services to its own clients.
- C. The Participant has agreed to provide, and the Dealer has agreed to use, the Participant's Services to provide execution, clearing and settlement to the Dealer's clients, as well as other services to the Dealer, on the terms of the Dealer's Participant Agreement between the Participant and the Dealer.
- D. The Adviser is a Representative or Authorised representative of the Dealer.
- E. The Adviser has been given access to the Participant's Services by the Dealer, and is allowed access on the following terms and conditions.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement unless the context requires another meaning:

**ACOP** is defined in clause 3.4;

**ASIC** means the Australian Securities and Investments Commission;

**ASIC Market Integrity Rules** means the market integrity rules of ASIC as amended from time to time;

**ASX** means ASX Limited or the stock market it conducts, as the context requires;

**ASX Clear** means ASX Clear Pty Ltd;

**ASX Clear Operating Rules** means the rules governing the operation of the clearing facility operated by ASX Clear as amended from time to time;

**ASX Open Interface** means the electronic protocol and message structure used to provide a mechanism to access the ASX trading platform which enables the Participant to submit trading messages;

**ASX Operating Rules** means the operating rules of the ASX as amended from time to time;

**ASX Settlement** means ASX Settlement Pty Ltd;

**ASX Settlement Operating Rules** means the rules of ASX Settlement as amended from time to time;

**Australian Financial Services Licence (AFSL)** means as defined in the Corporations Act 2001;

**Business Day** means a day on which banks are open for business in Sydney, Australia, and does not include Saturdays, Sundays or public holidays;

**CHESS** means the Clearing House Electronic Subregister System;

**CHESS Holding** means an uncertificated holding of securities on a subregister for that class of securities maintained by ASX Settlement;

**Client** means a person on whose behalf the Adviser deals in securities, options or warrants using the Participant's Services;

**Cleared funds** means funds available in the Cash Account or Your Account for the purposes of trading and payment for services;

**Confidential Information of a party (Discloser)** means any information which the Discloser may from time to time provide or make available (directly or indirectly) to the other party (Recipient), whether orally, in writing or in any graphic or electronic form, regarding the structure, business, assets, liabilities, turnover, profitability, know-how, operations, finances, contractual arrangements with customers and suppliers, budgets, operating, training and practice manuals, and marketing strategies of the Discloser whether prepared by the Discloser or by any other person, and including:

- a. information regarding the existence and terms of this Agreement and the terms of any contract between the Discloser and any of its clients;
- b. information connected with the conduct of business by the Discloser;
- c. information regarding the intellectual property rights of the Discloser, financial and operating information regarding the Discloser and all information concerning the participation of the Recipient in the operations of the Discloser; and
- d. information which by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential to:
  - i. the Discloser; or
  - ii. any third party with whose consent or approval the Discloser uses that information;

But does not include:

- e. any information which is or becomes part of the public domain other than by reason of a breach of this Agreement; or
- f. information the disclosure [or retention] of which is compelled by law or by any court, tribunal, commission or other competent judicial or administrative body (including ASIC or ASX Settlement and any guidelines or policies issued by these regulatory bodies); or
- g. information that was known by the Recipient before it was disclosed.

**Confirmation** means confirmation of transaction as required by section 1017F of the Corporations Act and by the ASIC Market Integrity Rules;

**Dealer** means the person or entity licensed to deal in securities under the Corporation's Act and who has appointed the Adviser as its authorised representative;

**Dealer's Participant Agreement** means the service agreement between the Dealer and the Participant;

**Derived Information** means any part of the Investment Information or any data derived in any way from the manipulation of the Investment Information or any part of the Investment Information;

**Investment Information** means all information provided by the Participant which is supplied by the Participant or by Third Party Information Providers (excepting the Market Operators). Such information includes but is not limited to share market information, data, news, research, analytical tools and charts;

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

**Loss** means any loss, damage, cost, expense, claim, demand or liability, whether arising under contract, tort, statute or otherwise, including loss of business revenue, loss of profits, loss or corruption of data, failure to realise expected profits or savings or other commercial or economic loss of any kind;

**Market Operator** means the operator of the market;

**Market Operating Rules** means the rules of the Market Operator as amended from time to time;

**Market Operator Information** means all information provided by the Participant which is supplied by a Market Operator;

**Participant (AUSIEX we, us, our)** means Australian Investment Exchange Limited (AUSIEX) ABN 71 076 515 930 AFSL 241400 of Locked Bag 3005, Australia Square, NSW 1215, a Market Participant of ASX & Cboe Australia Pty Ltd, a Clearing Participant of ASX Clear Pty Limited and a Settlement Participant of ASX Settlement Pty Limited;

**Participant Services** means:

- a. the internet based execution, clearing and settlement service provided by the Participant for transactions on the Market Operator's trading platform under the terms of the Dealer's Participant Agreement between the Participant and the Dealer; and
- b. the internet based market information service provided by the Participant under the terms of the Dealer's Participant Agreement between the Participant and the Dealer;

**Prescribed Requirement** means a requirement in any law, the ASIC Market Integrity Rules, the Market Operating Rules, the ASX Settlement Operating Rules and the ASX Clear Operating Rules;

**Proscribed Person** means a person who appears to us either

- a. to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- b. to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- c. to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- d. act on behalf, or for the benefit of, a person listed in subclause (a);

**Security** or securities includes financial products;

**Services** means all or any of the online services provided by the Participant from time to time;

**STP** means straight through processing, which refers to the automated processing of a securities order through the Market Operator's trading platform, without any manual intervention or duplicate processing;

**Suspension Event** means:

- a. the Participant is not reasonably satisfied that the Adviser's operations or procedures will prevent unauthorised participation in ACOP; or
- b. the Participant is reasonably satisfied that the Adviser's participation in ACOP is, or is likely to, interfere with the proper functioning of ASX's trading platform; or
- c. the appropriate regulatory body, such as ASIC, has directed the Participant to suspend the Adviser's trading permission under the Market Operating Rules; or
- d. The Adviser has breached the Market Operating Rules or the ASIC Market Integrity Rules or caused the Participant to breach the Market Operating Rules or the ASIC Market Integrity Rules in relation to:
  - i. market manipulation;
  - ii. front running;
  - iii. insider trading;
  - iv. trading with no change of beneficial ownership;
  - v. disruption of the market;
  - vi. the integrity of the market being threatened;
  - vii. misleading or deceptive conduct concerning dealings in securities;
  - viii. the Participant being in breach of its obligations to act honestly, efficiently and fairly;
- e. any unauthorised participation in ACOP occurs; or
- f. any other similar event or conclusion occurs;

**Terms of Issue** has the same meaning given to it in the ASX Operating Rules;

**Third Party Information Providers** mean providers of information to the Participant including but not limited to the Market Operator and research providers;

**Trading Exposure** means the sum of all outstanding buy orders and all outstanding buy settlements of an Adviser at the time of order placement;

**Trading Exposure Limit** means such limit with respect to an Adviser as set by the Participant from time to time;

**Trading Site** means the internet site address notified to You through which access is gained to share market trading functions;

**Unfair Contract Term Legislation** means the regime under the schedule 2 of the Competition and Consumer Act 2010 (Cth) and sections 47A(1) and 47B(1) of the Fair Trading Act 1998 (Cth).

**Trading Status** has the same meaning given to it in the ASX Operating Rules;

**You** means the Adviser, the Client and any person, persons or company to whom the Participant provides the Services through the Trading Site and to the extent relevant, includes Your authorised representative;

**Your Account** means the share trading account opened by You with the Participant.

## 1.2 Interpretation

In this Agreement, unless the context requires another meaning:

- a. a reference:
  - i. to the singular includes the plural and vice versa;
  - ii. to a gender includes all genders;
  - iii. to a document (including this Agreement) is a reference to that document (including any schedules and Annexures) as amended, consolidated, supplemented, novated or replaced;
  - iv. to an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding whether written or not;
  - v. to a party means a party to this Agreement;
  - vi. to an item, Recital, clause, schedule or Annexure is to an item, Recital, clause, schedule or Annexure of or to this Agreement;
  - vii. to a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this Agreement;
  - viii. to a person (including a party) includes:
    - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency; and
    - (B) the person's successors, permitted assigns, substitutes, executors and administrators;
  - ix. to a law
    - (A) includes a reference to any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange; and
    - (B) is a reference to that law as amended, consolidated, supplemented or replaced; and
    - (C) includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law;
  - x. to proceedings includes litigation, arbitration and investigation;
  - xi. to time is to Sydney time;
  - xii. the word including or includes means including, but not limited to, or includes, without limitation.
- m. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- n. Headings are for convenience only and do not affect interpretation.

- o. If a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.
- p. If a period occurs from, after or before a day or the day of an act or event, it excludes that day.

## 2. RELATIONSHIP BETWEEN THE PARTICIPANT AND THE ADVISER

### 2.1 The Adviser is agent for Clients

- a. The Adviser uses the Participant's Services and provides information to the Participant (including in relation to establishing and operating accounts) as agent for Clients. Clients are bound by all instructions, orders and actions of the Adviser on which the Participant relies, regardless of whether the Adviser had actual authority from the Client.
- b. The Adviser warrants and declares that it has been appointed as agents for its Clients

### 2.2 The Adviser liable as if it was principal

- a. Subject to sub clause (b), in addition to any liability of a Dealer or a Client to the Participant as a result of an Adviser's instructions, orders or actions, the Adviser is primarily liable to the Participant as if it made all instructions, orders and actions as principal and on its own behalf. The Participant is entitled to act on this basis, including requesting payment from the Adviser and any security provided under this Agreement, without first making a demand on or taking action against the Dealer or the Client.
- b. The Participant shall take reasonable steps to recover from the Client any outstanding amounts for failed settlements or any orders placed by the Adviser, prior to requesting payment from the Adviser.

### 2.3 The Adviser is not agent for the Participant

- a. The Adviser, its employees, contractors or agents are not the Participant's agent in relation to the provision of information, advisory or other services to Clients.
- b. The Adviser acknowledges that the Participant will not treat Clients as "retail clients" of the Participant for the purposes of the Law or ASIC policy.

### 2.4 Trading Restrictions

- a. The Participant will provide the Adviser with a trading exposure facility (as described in the Dealer Group Agreement) and Trading Exposure Limit so as to monitor and manage the settlement failure risks for the Adviser.
- b. The Adviser acknowledges that the Participant will not accept any instructions from the Adviser or a Client that will cause an Adviser's Trading Exposure to exceed its Trading Exposure Limit, unless agreed to by the Participant in its absolute discretion.
- c. The Participant may, acting reasonably for a legitimate business purpose, amend, vary or alter the Adviser's Trading Exposure Limits at any time.

- d. The Adviser acknowledges that the Participant does not accept any instructions in relation to such non-CHESS securities or CHESS Depository Interests as determined by the Participant in its absolute discretion from time to time.
- e. The Adviser agrees to provide the Participant on demand any relevant information to aid the Participant in the determination of the appropriate Trading Exposure Limits for the Adviser.

## 2.5 Term

The Participant will allow the Adviser access to the Participant's Services until (whichever occurs earlier):

- a. the Dealer's Participant Agreement with the Participant expires or is terminated for whatever reason; or
- b. The Participant terminates the Adviser's access to the Participant's Services for whatever reason; or
- c. the Adviser is no longer an Authorised Representative of the Dealer or the Dealer instructs the Participant that the Adviser is no longer to have access to the Participant's Services.

## 3. THE PARTICIPANT SERVICES

### 3.1 Execution of transactions

The Participant agrees with the Dealer to facilitate the execution and settlement for transactions on the Market Operator's trading platform and options market for Clients on the instructions of the Adviser. This obligation is subject to:

- a. The Dealer, the Adviser and (where applicable) Clients complying with the requirements of:
  - i. this Agreement, the Dealer's Participant Agreement;
  - ii. the trading exposure facility described under clause 2.4 of this Agreement; and
  - iii. the Law and any Prescribed Requirements when placing orders and using the Participant's Services.
- b. The Participant's right to decline to act on behalf of the Adviser or their Client or to decline to accept instructions from the Adviser without giving any reason or explanation or prior notice, for example:
  - i. unless the Adviser or Client has deposited in advance with the Participant sufficient cleared funds in Australian currency to cover the full value and costs of any "Buy" orders and when such funds are through a foreign financial institution, by way of telegraphic transfer only;
  - ii. where the original instruction is more than 255 calendar days old; or
  - iii. For warrants and day only orders, on and from the following business day from the day the order or instruction was placed;
  - iv. where the security or other investment medium has been subject to a trading halt and the Adviser or Client has not reconfirmed their instruction after the halt has been lifted; or
  - v. where the Adviser's instructions are believed by the Participant to be unclear, ambiguous or incomplete; or

- vi. where in the opinion of the Participant, the Adviser's instructions breach or may breach any law or statutory or other regulatory requirements, including without limitation any rules or regulations of the Market Operator; or
- vii. where the basis of the quotation for the security has changed and the order has not been reconfirmed; or
- viii. where the Market Operator has purged the order from its trading system; or
- ix. where the Participant believes the transaction would result in no change of beneficial ownership; or
- x. where the Participant believes the transaction would have the effect, or is likely to have the effect, of creating a false or misleading appearance of active trading in any securities or with respect to the market for, or the price of, any securities.
- c. The Participant's right to not accept sell orders if:
  - i. there are insufficient units available for settlement in the Client's Participant Sponsored Holdings sponsored by us; or
  - ii. there are insufficient units available for settlement in an Issuer-sponsored holding quoted by the Adviser or the Client; or
  - iii. an invalid Shareholder Reference Number (SRN) for Issuer-sponsored stock is supplied; or
  - iv. more than one valid SRN for Issuer-sponsored stock is supplied; or
  - v. if stock is Participant Sponsored by a broker other than us.

All terms and conditions of this Agreement apply to all transactions between the parties and are subject to the Law including the regulatory regime which applies to the Participant which is the regime established under the Corporations Act and Corporations Regulations, the ASIC Market Integrity Rules, the Market Operating Rules, the ASX Settlement Operating Rules and the ASX Clear Operating Rules and the customs, practices and usages of the Market Operator and ASX Settlement as amended from time to time, and international and domestic anti-money laundering and counter terrorism laws.

### 3.2 General

- a. You acknowledge that the Market Operator has the power to cancel, amend or require the cancellation or amendment of market transactions or crossings and accordingly you will be bound by any decision relating to the cancellation or amendment of a market transaction or crossing.
- b. Each dealing is also subject to the terms of the relevant confirmation issued by the Participant, subject to the correction of errors and omissions, and the usual trading guidelines and policies of the Participant. The relevant confirmation is subject to any applicable Prescribed Requirement, including the Market Operating Rules, the ASIC Market Integrity Rules and the Corporations Act.



### 3.3 Market Operator Purges

The Adviser acknowledges that from time to time any orders placed through the Participant may be purged by the Market Operator in accordance with the rules, procedures, customs, usages and practices of the Market Operator. The Adviser further acknowledges that such purges may take place without notice to the Adviser or the Client, and that the Participant is not obliged to advise the Adviser or the Client of such purges.

An order that is cancelled or purged by the Market Operator will not be reinstated by the Participant without instructions from the Adviser.

### 3.4 Access to Automated Client Order Processing

- a. The Participant agrees to allow the Adviser to use the Participant's proprietary system to submit trading messages to the Market Operator's trading platform by a process known as Automated Client Order Processing (ACOP). The Adviser must comply with the terms set out in Annexure 1 when the Adviser uses the system.
- b. The Participant may be required, in the event of a Suspension Event, suspend, alter or revoke the Adviser's permission to participate in ACOP.

### 3.5 Suspension or termination of Your Account

You acknowledge that the Participant reserves the right to terminate or suspend Your or a Client's Account at any time for legitimate business purposes, without prior notice, if, for example, we suspect that:

- a. The Account has been accessed fraudulently;
- b. You or Your Client is a Proscribed Person;
- c. You or Your Client has attempted market manipulation; or
- d. You or Your Client has committed fraudulent, illegal or unauthorised dealings on the Account.

Without limiting our rights under paragraphs (a) to (d), we may terminate or suspend Your access to the Trading Site and the Services for reasons other than those mentioned above.

### 3.6 Information Services

- a. The Participant's Services includes the online provision of Market Operator Information and Investment Information to the Adviser. The Participant may, vary, add to, or cancel any part of the content of the Market Operator Information, acting reasonably, for legitimate business purposes and Investment Information service.
- b. The Adviser agrees that the Market Operator Information may only be used for internal purposes, and will not be provided, disclosed or distributed to Clients or other persons, unless such Market Operator Information is already in the public domain and lawfully available from third parties.
- c. The Adviser is entitled to use the Investment Information or Derived Information for its own purposes and the provision of services to its Clients. The Adviser agrees that the Investment Information will not be directly provided, distributed or disclosed to Clients.

- d. The Adviser acknowledges that the Investment Information is of a general nature only and is not directed towards any particular Client or class of Clients. The Adviser further acknowledges that the Investment Information does not take into account the financial circumstances or investment needs of any particular Client or class of Clients.
- e. The Adviser acknowledges that this information service is a non-advisory service only. The Participant will not provide specific or general securities or investment advice to the Adviser or Clients. The Adviser acknowledges that the Participant will not act on a discretionary basis for the Adviser or Clients.
- f. The Adviser acknowledges that it is the Adviser's obligation to ensure that it and its Clients only give instructions to the Participant that relate to the Market Operator's quoted securities that are prescribed on the Dealer's recommended list (if any) as amended from time to time.

### 3.7 Non-exclusivity

Notwithstanding anything to the contrary in this Agreement, the Adviser is free to receive services the same or similar to those provided by the Participant under this Agreement, at any time without restriction, from any person, company or organisation.

### 3.8 You acknowledge and agree:

- a. That if you or a signatory or the Client appears to be a Proscribed Person, then the Participant may immediately refuse to process or complete any transaction or dealing of yours or the Client's; suspend the provision of a product or service to you or to the Client; refuse to allow or to facilitate any of your or the Client's assets held by us to be used or dealt with; refuse to make any asset available to you or to any other proscribed person or entity; or terminate these arrangements with you or the Client. The Participant will be under no liability to you or the Client if the Participant does any or all of these things. The Participant's rights under this clause are in addition to all other rights which the Participant may have.
- b. That if the Participant exercises its rights under sub-clause 3.8(a), you or the Client must pay the Participant any damages, losses, costs or expenses that the Participant incurs in relation to any action taken under sub clause 3.8(a), including without limitation administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting the Participant's obligations under these Terms and Conditions.

### 3.9

The Adviser acknowledges that we are not responsible for missed market opportunities during the time it takes us to reasonably follow our internal procedures, for example, opening accounts, transferring Participant Sponsored Holdings, confirming the Client's identity.

### 3.10

- a. The Adviser acknowledges that we will make all reasonable attempts to enter your instructions to buy or sell securities as quickly as possible. However, should delays be experienced:
  - i. in connection with the number of participants or persons attempting to participate in the market at a point in time;
  - ii. due to verification or authorisation processes; or, and/or
  - iii. due to delays resulting from call waiting time or adherence to internal procedures; we will not be liable for any claims for lost opportunity.
- b. The Adviser acknowledges that we will make all reasonable attempts to effect any instructions to cancel or amend orders as quickly as possible. However, should an order be filled prior to a cancellation or amendment instruction being effected you will be obliged to accept the transaction(s) on the original terms. Whilst all reasonable attempts will be made to inform you when the order is filled prior to an amendment or cancellation instruction being effected, we are not obliged to do so.
- c. The Adviser acknowledges and accepts that there may be delays in processing between the time an amendment or cancellation instruction is dealt with by us and the time the amendment or cancellation is effected on market. In the event an order is filled between the time it has been 'approved' by us and the time we effect the instruction on market, you will be obliged to accept the transaction on the original terms.
- d. The Participant will not be responsible for any loss or liability incurred by the Adviser or the Client where the Participant does not receive the Adviser's instructions or where any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to the failure of any telephone, computer, other electronic or technological service provided by us or third parties.
- e. If the Adviser is uncertain as to whether an order has been received the Adviser will make all reasonable attempts to verify whether the order has been received, approved and effected prior to taking any further action. The Adviser agrees to issue specific cancellation or amendment instructions with respect to an existing order and not to attempt to effect such changes by placing a second or duplicate order. The Adviser will be solely responsible and liable for any duplicate instruction that it places.
- f. The Adviser acknowledges that we are not liable for any loss incurred under a share purchase plan due to a seller or buyer or their broker failing to complete a transaction in accordance with the rules or procedures of the market, the clearing facility or the settlement facility.
- g. If you or the Client purchase on market a holding of rights for a security that is traded separately to the security, you acknowledge that the Participant automatically exercises those rights on your or the Client's behalf unless you tell us not to exercise them.
- h. In the course of processing a sell order for a security, the Participant may remove the Client's holding of the security from the register before the due date for settlement under the Market Operating Rules.

- i. If, in its absolute opinion, the Participant believes there is a dispute between us about an order or instruction you have given us, for example, the number of shares you have asked us to buy, or the bid price for shares, we may take, without prior notice to you, any action which in our absolute opinion we consider necessary to close any open position the subject of the dispute, for example, by selling shares.
- j. The Adviser acknowledges that, due to market conditions, the Participant may complete your order by multiple market transactions and you authorise us to accumulate those transactions on a single Confirmation and specify the volume weighted average price for those market transactions.
- k. The Adviser acknowledges that from time to time, the Participant may complete your order, and the orders of your other clients, using accumulated market transactions as instructed by you, and you authorise the Participant to allocate those transactions accordingly at the average execution price. This average price will be reflected on your client's individual confirmation(s).

## 4. [THIS CLAUSE IS INTENTIONALLY LEFT BLANK]

## 5. BROKERAGE, COMMISSION AND FEES

### 5.1 Brokerage to the Participant

Clients must pay brokerage to the Participant on all transactions executed by the Participant on the Client's Share Trading Account with the Participant at the rate specified by the Participant from time to time.

Brokerage is payable on settlement of a transaction of a purchase or sale of securities.

### 5.2 Disclosure

The Adviser must make all necessary disclosures in accordance with the Law, the conditions of the Australian Financial Services Licence, and the requirements of ASIC policy.

### 5.3 Fees for Investment Information

- a. Unless already paid or payable by the Dealer under the Dealer's Participant Agreement, the Advisers must pay to the Participant a fee specified by the Participant from time to time for the use of the Market Operator Information, Investment Information and Derived Information.
- b. In addition to any liability of the Dealer, the Adviser must pay to the Participant:
  - i. failed settlement fees; and
  - ii. failed settlement short fail.

### 5.4 Variation of Brokerage and Fees

The Participant may vary at any time the brokerage, information services and other fees after giving reasonable, written notice of such variation.

## 6. THE ADVISER'S OBLIGATIONS

### 6.1 Compliance with Law and Rules

- a. The Adviser must comply, at all times, with the Law and the Market Operating Rules, ASX Clear Operating Rules and ASX Settlement Operating Rules and be a Representative or Authorised Representative of an Australian Financial Services Licensee.
- b. The Adviser undertakes not to take any action or omit to act so that the Adviser breaches, or causes the Participant to breach, the ASIC Market Integrity Rules, the Market Operating Rules, ASX Clear Operating Rules and ASX Settlement Operating Rules and in particular not to act or omit to act (without limitation) in a manner which will result in:
  - i. market manipulation;
  - ii. front running;
  - iii. insider trading;
  - iv. trading with no change of beneficial ownership;
  - v. disruption of the market;
  - vi. the integrity of the market being threatened;
  - vii. misleading or deceptive conduct concerning dealings in securities;
  - viii. the Participant being in breach of its obligation to act honestly, efficiently and fairly.

### 6.2 Authority

- a. The Adviser must obtain all necessary authorisations and consents from any Client on whose behalf it acts, including, but not limited to, a written authorisation to buy and sell securities on the Client's behalf. A copy of any such authorisation must be provided to the Participant on request.
- b. The Adviser warrants and represents that at all relevant times it has been and is duly authorised by a Client to conduct all matters on the Client's behalf in relation to buying or selling of securities.

### 6.3 Account opening

- a. The Participant will not accept an instruction or order in relation to a Client until the Client has completed and provided to the Participant all necessary documentation as required by the Participant from time to time, including but not limited to:
  - i. an account opening and client agreement form in the Participant's then current standard form as available online via the Participant's Services;
  - ii. all Know-Your-Customer (KYC) information required under the Dealer's Participant Agreement (in accordance with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) (AML/CTF Act)); and
  - iii. a CHESS Sponsorship and share trading agreement form in the Participant's then current standard form as available online via the Participant's Services;
- b. The Adviser must ensure that all applicable disclosure documents required by Law are provided to Clients at the same time as the above forms and agreements

are provided to the Client, and must ensure that Clients understand their liabilities to the Participant.

- c. The Adviser undertakes to ensure that a Client is registered under the Participant's Holder Identification Number in the CHESS system before placing any orders, unless:
  - i. the transaction involves an Issuer Sponsored Holding in which case the Adviser must provide the Participant with the Issuer-sponsored Shareholder Reference Number at the time the order is placed; or
  - ii. the securities concerned are collateral for an investment loan in which case the Adviser must provide the Participant with the name of the margin loan provider, the account name, the account number and any other details required for effective settlement, at the time the order is placed; or
  - iii. the securities concerned are held by a trustee, custodian or third party on behalf of the Client in which case the Adviser will provide the Participant with the name of the third party provider, the account name, account number and any other details required for effective settlement, at the time the order is placed.

### 6.4 Settlement of transactions

Purchase Orders:

- a. The Adviser must ensure that sufficient cleared funds are available to the Participant to debit to settle a Client's purchase of securities, options or warrants (including all brokerage, stamp duty and other applicable costs), on or before the settlement date that is two (2) Business Days after execution of the transaction (that is, T+2).
- b. The Participant has the right to demand payment from the Adviser if cleared funds required for settlement are not available to the Participant to debit at T+2 to settle a Client's buy order, before approaching the Client or Adviser for payment.
- c. The Participant retains the right to require cleared funds to be available to the Participant to debit at T+0 to settle a Client's buy order, if the Participant, in its absolute discretion, deems it appropriate.
- d. On T+2 the Adviser will credit the required settlement funds to an account nominated by the Participant or, that the required settlement funds are available to be debited by the Participant into a trust account in anticipation of settlement on the morning of T+2. On the morning of T+2 the Participant will deduct such funds from the trust account for settlement.

Sale Orders:

- e. If cleared funds are not available for settlement on T+2, the Participant may (without prejudice to any other rights or powers in this Agreement) in its absolute discretion, and without creating an obligation to do so, sell any or all of the Client's securities and apply the proceeds to the outstanding balances. The Adviser indemnifies the Participant from any loss, expense, claim, or demand that the Participant suffers as a consequence of selling such securities. The Participant is not liable to the Adviser or the Client of any Loss or to

account for any loss of profit in relation to any action or inaction taken by the Participant pursuant to this provision.

- f. The Adviser must deliver securities, options or warrants under its control to settle a Client's sell order on or before the delivery date as agreed between the Participant and the Adviser. In particular:
  - i. in the case where the securities the subject of a sale are registered as an Issuer Sponsored Holding, the Participant is not obliged to execute a transaction until a deliverable Shareholder Reference Number has been supplied by the Adviser. The Adviser will ensure and warrants to the Participant that the details on any Shareholder Reference Number supplied to the Participant with respect to a Client will be the same as the Client's account details held with the Participant. The validation of the Shareholder Reference Number and the details on that Shareholder Reference Number is the responsibility of the Adviser; and
  - ii. in the case of a Participant Sponsored Holding the Participant will not be obliged to execute a transaction until the securities the subject of the Participant Sponsored Holding have been successfully transferred to the Participant.
- g. The Adviser must ensure that any details concerning ownership of securities (such as the Shareholder Reference Number) will be accurate and complete. The Adviser indemnifies the Participant from any loss, expense, claim, demand which the Participant suffers as a consequence of relying on such information being incorrect.
- h. If by the settlement date good delivery of securities for the settlement of sales has not been made and demand has been made by the Participant, the Adviser authorises the Participant to purchase such securities, options or warrants the subject of a settlement of the sale at the Adviser's sole risk and expense. The Adviser indemnifies the Participant from any loss, expense, claim, or demand that the Participant suffers as a consequence of such action under this provision. The Participant is not liable to the Adviser or the Client for any Loss or to account for any profit or loss of profit in relation to any action or inaction taken by the Participant pursuant to this provision.

Settlement Failure:

In the case of settlement failure, the following conditions apply:

- i. If payments for purchases are not received by the settlement date, the Participant may charge the Adviser interest on any outstanding amount at the overdraft interest rate as varied by the Participant from time to time. Such interest shall be calculated daily from the due date.
- j. If by the settlement date full payment for the settlement of purchases or good delivery of securities for the settlement of sales placed by the Adviser as principal or on behalf of its Clients has not been made and demand has been made by the Participant, the Adviser authorises the Participant to execute any transactions on the Adviser's behalf and at the Adviser's risk and expense that the Participant believes are required to reduce or eliminate the Adviser's liability to the

Participant. The Adviser indemnifies the Participant from any loss, expense, claim, or demand that the Participant suffers as a consequence of such action under this provision. The Participant is not liable to the Adviser or the Client of any Loss or to account for loss of profit in relation to any action or inaction taken by the Participant pursuant to this provision.

- k. If the Adviser fails to comply with this clause 6, then in addition to any of its liabilities before stated, the Adviser is liable to pay the Participant any fees specified by the Participant from time to time, and notified to the Adviser and/or including any fee or penalty charged by the Market Operator, ASX Settlement or ASX Clear.
- l. Nothing in this clause limits the Adviser's liability under clause 2.2

## **6.5 Authorised Representative**

The Adviser must immediately notify the Participant if their Representative/Authorised Representative status held with the Dealer under the Corporations Act is revoked, suspended or varied by the ASIC or if the Adviser is the subject of a banning order under the Law.

## **6.6 Disclosure of information to regulators**

The Dealer authorises the Participant to disclose information pertaining to the Dealer, its Advisers or Clients and their transactions to the Market Operator, ASX Settlement, ASX Clear and ASIC as required by each of them from time to time.

# **7. TRANSACTION REPORTING**

## **7.1 Confirmation to Client**

- a. The Participant must issue a Confirmation for each Client on whose behalf a transaction is executed. The Participant may issue a Confirmation in any form permitted by the Law, including electronic Confirmations.
- b. The Participant must issue the confirmation directly to the client as required by the ASIC Market Integrity Rules. A copy will be supplied to the Dealer if required.

## **7.2 Online access to information**

The Participant will allow the Adviser to use the Participant's Services to access transaction records for Clients in accordance with the Dealer's Participant Agreement.

# **8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

## **8.1 Intellectual Property Rights**

The Adviser acknowledges that all copyright and other intellectual property rights of whatever nature the Investment Information and the Derived Information are and will remain vested in the Participant or the Third Party Information Providers or any of them as applicable. The Adviser will promptly notify the Participant of any improper or unlawful use of the Investment Information or the Derived Information or infringement of any of the copyright or other intellectual property rights in the Investment Information or



the Derived Information which comes to their notice. The Adviser may only use the Market Operator Information, the Investment Information and the Derived Information in the manner agreed under this Agreement.

## 8.2 Disclosure of Confidential Information

A Recipient must not disclose, nor allow to be disclosed any of the Confidential Information to any person, except in accordance with this Agreement or after receiving the prior written consent of the Discloser.

## 8.3 Use of Confidential Information

- a. A Recipient must only use the Confidential Information for the purposes of this Agreement or as required by law or the Rules and must not make any use of the Confidential Information or any part of it to the competitive disadvantage of the Discloser.
- b. A Recipient must not, without prior written consent of the Discloser, copy or duplicate the Confidential Information or any part of it.
- c. A Recipient must not make or permit or cause to be made any analysis, compilations, notes, memoranda, studies or other documents based on or relating to the Confidential Information or any part of it for any purpose other than for the purposes of this Agreement, or as required by law or the Market Operating Rules.

## 8.4 Continuance of restrictions

The obligations of confidentiality and other restrictions imposed on a Recipient under this Agreement will continue after the termination of this Agreement.

## 8.5 Security

A Recipient must:

- a. establish and maintain effective security measures to safeguard all Confidential Information from unauthorised access, use, reproduction or disclosure including measures to ensure that each person who receives Confidential Information is aware that it must treat the Confidential Information as confidential in the same manner and to the same extent as if each of them was party to this Agreement;
- b. keep the Confidential Information under its control at all times;
- c. immediately notify the Discloser of any actual or suspected unauthorised disclosure or use of the Confidential Information; and
- d. promptly do anything reasonably required by the Discloser to prevent or restrain a breach or suspected breach of this Agreement or any infringement or suspected infringement of the Discloser's rights arising out of this Agreement by any person whether by court proceedings or otherwise.

## 8.6 Authorised disclosure

- a. A Recipient may disclose the Confidential Information to an employee, agent or contractor if:
  - i. the disclosure is necessary solely for the purposes of this Agreement; and

- ii. the person agrees to observe the terms of this Agreement relating to Confidential Information as if it were a party to it.
- b. The Recipient will be responsible for any breach of this Agreement by a person referred to in paragraph (a), and must ensure that the person observes the terms of this Agreement at the Recipient's expense and at the request of the Discloser.
- c. The Discloser acknowledges that the Recipient may be required to disclose certain information as required by law, the Rules or any regulatory authority.

## 8.7 Return and destruction of Confidential Information

Subject to clause 8.10, the Recipient must, and must ensure that all relevant persons to whom it has disclosed Confidential Information, immediately on demand by the Discloser:

- a. return to the Discloser all documents, reports, notes, memoranda, computer media and other material which record, contain or relate in any way to the Confidential Information and which were provided to or obtained by them or prepared or made by or for or on behalf of the Recipient; and
- b. despite anything else in this Agreement, cease to make use of the Confidential Information or any part of it.

## 8.8 Retention of rights

- a. A Discloser reserves all rights in the Confidential Information and no rights or obligations, other than those expressly contained in this Agreement, are granted or to be implied from this Agreement. In particular, no licence is granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right now or in the future held, made, obtained or licensable by the Discloser.
- b. The Recipient acknowledges that the Confidential Information and all intellectual property rights in the Confidential Information (including copyright, design and patent rights), or arising as a result of the disclosure of the Confidential Information by the Discloser to, or the use or evaluation of the Confidential Information by, the Recipient, are the exclusive property of and will remain the exclusive property of the Discloser and the Recipient will do all things and execute all documents necessary to vest those rights in the Discloser.

## 8.9 No direct Client contact

The Participant agrees not to contact Clients directly for purposes unconnected with this Agreement without the written permission of the Adviser. However, the Participant retains the right to contact a Client directly when:

- a. there is an overdue settlement; or
- b. there are insufficient cleared funds by the due date pursuant to clause 6.4; or
- c. the required securities, warrants or options are not delivered by the due date pursuant to clause 6.4.

## 8.10 Recording and Storing Information

- a. The Adviser agrees to the Participant retaining and maintaining, for whatever period the Participant thinks fit, all records (including any information provided by the Adviser to the Participant) that the Rules require the Participant to maintain.
- b. The Adviser authorises the Participant to use the details in these records in any manner necessary to satisfy the Participant's obligations to the Market Operator, ASIC and any other regulatory body, as required by the Rules.

## 8.11 Telephone Recording

The Adviser agrees and consents to:

- a. the electronic recording by the Participant of the Adviser's or its Client's telephonic conversations with the Participant with or without an automatic tone warning device; and
- b. the use of recordings or transcripts from such recordings for any purpose which the Participant has a legitimate business requirement to do so, including their use as evidence by either party in any dispute or anticipated dispute between the Participant and the Adviser and/or Client.
- c. The Participant may keep the recording for record keeping purposes and if it is in the Participant's legitimate business interest to do so.

# 9. VARIATION AND TERMINATION

## 9.1 Termination by notice

- a. The Participant may terminate the Adviser's access to the Participant's Services by five (5) business days written notice to the Adviser.
- b. The Adviser may terminate this Agreement and their access to the Participant's Services by five (5) business days written notice to the Participant.

## 9.2 Termination for cause

The Participant may terminate the Adviser's access to the Participant's Services at any time and without prior notice, subject to all outstanding obligations being duly discharged, if for example, we suspect that:

- a. The Adviser's or a Client's account has been accessed fraudulently;
- b. The Adviser is a Proscribed Person;
- c. The Adviser has attempted market manipulation;
- d. The Adviser has committed fraudulent, illegal or unauthorised dealings on a Client's account.

Without limiting our rights under paragraph (a) to (d), we may terminate or suspend an Adviser's access to the Participant's Services for reasons other than the ones mentioned above.

## 9.3 Automatic Termination

In the event that any Agreement between the Participant and the Market Operator for access to the Market Operator's trading platform terminates or the Dealer's Participant Agreement terminates, this Agreement will terminate automatically.

## 9.4 Effect of Termination

On termination of this Agreement:

- a. the Participant may retain any money paid to it by the Adviser, other than money paid in advance;
- b. the Adviser must pay the Participant all amounts owed by it in connection with this Agreement, including under any indemnities. These amounts become due and payable on receipt by the Adviser of an invoice from the Participant;
- c. the Participant must pay the Adviser all amounts owed by it under this Agreement;
- d. the parties are released from the obligation to continue to perform the Agreement except those obligations in clause 7 and any other obligations that, by their nature, survive termination; and
- e. each party retains the rights and claims it has against any other party for any past breach of the Dealer's Participant Agreement.

## 9.5 The Participant reserves the right to vary these terms and conditions and the services to which they relate to:

- a. add, change or remove any concessions or benefits;
- b. adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;
- c. accommodate changes in the needs or requirements of our clients, such as new product features or services;
- d. correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
- e. bring us into line with our competitors, industry or market practice or best practice in Australia or overseas; or
- f. reflect changes in technology or our processes including our computer systems.

Each of the changes in paragraphs (a) to (f) is a separate right and this clause is to be read as if such change was a separately expressed right.

Without limiting our rights under paragraphs (a) to (f), we may from time to time vary any of the terms and conditions for reasons other than the ones mentioned above acting reasonably, with a legitimate business purpose (e.g. due to unforeseen events).

Any such variation shall apply to all dealings between You and the Participant on and from the day on which the variation takes effect.

If the Participant varies these terms, conditions and/or services, the Participant will give not less than seven (7) days notice to the Adviser at the postal or electronic address last notified to the Participant by the Adviser, or at the Participant's website.

## 10. LIMITATIONS AND INDEMNITIES

### 10.1 No liability for actions of third parties

The Participant is not liable to the Adviser or any Client for Loss caused by or arising from, whether directly or indirectly, any of the following:

- a. the content of, provision of, or reliance on Investment Information, even if the information appears to have been provided by the Participant rather than a Third Party Information Provider;
- b. the acts, omissions, errors or negligence of the Market Operator, ASX Settlement, ASX Clear or any other person who operates or administers a trading, settlement or information system in which the Participant participates; and
- c. the results of trading on any securities market, or the suspension, interruption, cancellation or closure of trading on any securities market.

### 10.2 Limited liability for other actions

The Participant is not liable to the Adviser or any Client for Loss caused by or arising from, whether directly or indirectly, any of the following:

- a. any delay, fault, failure in or loss of access to the Participant's Services;
- b. any failure, malfunction or defect of the Participant's or the Adviser's software, electronic or mechanical equipment, or telecommunication channels or connections;
- c. any delay or failure by the Participant or its operators in acting on an order or instruction from the Adviser;
- d. any delays, failure, inaccuracies or errors in the transmission of instructions by the Adviser;
- e. any misinterpretation of instructions by the Adviser which are unclear, ambiguous, incomplete or not specific;
- f. any non-receipt of any electronic or facsimile messages which appear to have been transmitted by the Adviser;
- g. the transmission, receipt or relay of any information to the Adviser;
- h. the accuracy of any information (including the record of a Client's holdings of securities);
- i. breach of security or confidentiality;
- j. provision, storage or use of any information;
- k. any delays, interruptions, errors or omissions in collecting, recording, processing, storing or disseminating information; and
- l. loss of business revenue, loss of profits, loss of corruption of data, failure to realise expected profits or savings or other commercial or economic loss of any kind, except where the Loss is directly caused by the negligent act, omission, default, fraud or dishonesty of the Participant.

### 10.3 Announcements to Market Operators

The Adviser acknowledges that if an announcement is made to the Market Operator, or disruption in trading in a particular stock or the market in general occurs, including but not limited to, takeovers, suspension or delistings, or the Market Operator trading platform fails, the timely and orderly transmission of the Adviser's orders to the Market Operator's trading platform may be disrupted.

### 10.4 The Participant is entitled to rely on the Adviser

The Participant is entitled as against the Adviser and any Client to assume that all orders, instructions and communications which are given or purportedly given to it by or on behalf of the Adviser or a Client, and whether given in writing, orally, electronically (which may include any electronic security identification issued to an Adviser in accordance with the Dealer Group Agreement) or otherwise:

- a. are duly authorised by the relevant Client;
- b. are given or made by the Adviser; and
- c. are accurate as regards their contents.

The Participant is not obliged to confirm or enquire as to the correctness of any of these assumptions.

### 10.5 Indemnity

- a. Subject to clause 2.2, the Adviser must indemnify the Participant and its employees, agents and contractors (the "Indemnified") from and against any Loss incurred or suffered by any of the Indemnified as a result of or arising out of:
  - i. a breach by the Adviser of its obligations under this Agreement, the Dealer's Participant Agreement, the Law, the Market Operating Rules, ASX Clear Operating Rules or ASX Settlement Operating Rules or the Dealer Group Agreement;
  - ii. any wilful, unlawful, negligent or unauthorised act or omission of the Adviser;
  - iii. any matter which is the Adviser's responsibility under this Agreement or the Dealer's Participant Agreement, including the provision of advice to Clients;
  - iv. the Adviser's use of the Participant's Services;
  - v. any failed settlements;
  - vi. any orders placed by the Adviser; or
  - vii. (vii) any mis-selling of securities defined as the deliberate, reckless, or negligent sale of securities in circumstances where the contract is either misrepresented, or the securities are unsuitable for the Client's needs.

(each an "Indemnified Event")

- b. The indemnity in clause 10.5 does not apply:
  - i. to Loss that is attributable to any breach of this Agreement by, or negligent or wrongful acts or omissions of the Participant;
  - ii. in respect of any liability for any Loss which is not direct or does not flow naturally from the Indemnified Event.

## 11. NOTICES

### 11.1

Any notice given, or demand made by the Participant, may be made by facsimile, by post or by email to the last notified address, facsimile number or email address as the case may be. Such notice or demand shall be deemed to have been received.

- a. if given by post will be deemed to have been received on the third Business Day following posting;
- b. if given by facsimile, will be deemed to have been received upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;
- c. when sent by email, one hour after the Participant sends it; and
- d. if given to us by email will be deemed to have been received upon being opened by us.

### 11.2

The Participant at its discretion may send any Confirmation in relation to any transaction on Your behalf by:

- a. pre-paid post to the Client's last notified address. Such Confirmation shall be deemed to have been received on the business day following posting; or
- b. email, facsimile transmission or electronic data interchange (including over the World Wide Web) to Your last notified email address or facsimile number when such address or number is provided by You. You acknowledge that You consent to receiving Your Confirmations by such electronic communication. You further acknowledge that the conditions set out in Part 3.4 of the ASIC Market Integrity Rules apply to such Confirmations. Any Confirmation sent to You by such electronic communication shall be deemed to be received on the day it was sent.

## 12. GENERAL PROVISIONS

### 12.1 Assignment

An Adviser must not assign, create an interest in or deal in any other way with any of its rights under this Agreement without the prior written consent of the other party.

### 12.2 Taxes

The Adviser must pay to the Participant on demand any tax (other than income tax) payable on this Agreement, any matter or thing done under this Agreement or any payment, receipt or other proper transaction contemplated by this Agreement, including without limitation any goods and services tax, customs duty, sales tax, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost (together with any fine, penalty or interest payable because of a default of the Adviser). The Adviser must pay any amount it is required to pay under this clause in full despite any right of set off that it has. The Adviser must pay to the Participant an amount that leaves in the hands of the Participant following

payment of any relevant tax or other amount the same amount whether the tax or other amount is payable or not.

### 12.3 Indemnities

The indemnities in this Agreement are:

- a. continuing, separate and independent obligations of the parties from their other obligations and survive the termination of this Agreement; and
- b. absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

### 12.4 Invalid or unenforceable provisions

If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

- a. it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- b. that fact does not affect the validity or enforceability of:
  - i. that provision in another jurisdiction; or
  - ii. the remaining provisions.

### 12.5 Waiver and exercise of rights

- a. A waiver by a party of a provision of or of a right under this Agreement is binding on the party granting the waiver only if it is given in writing and is signed by the party granting the waiver.
- b. A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- c. A single or partial exercise of a right by a party does not preclude another exercise or attempted exercise of that right or the exercise of another right.
- d. Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

### 12.6 Set Off

The Participant may set off, deduct or withhold any monies or securities or shares which it may be, or become, liable to pay to the Adviser against any monies, securities or shares which the Adviser may be, or become, liable to pay to the Participant under this Agreement or otherwise.

### 12.7 Governing law

This Agreement is governed by the laws of New South Wales.

### 12.8 Jurisdiction

Each party irrevocably and unconditionally:

- a. submits to the non-exclusive jurisdiction of the courts of New South Wales; and
- b. waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum. Executed as an Agreement.



## 12.9 Unfair Contract Terms

Every other clause of this Agreement is subject to the terms of this clause 12.9. If any term of this Agreement is regulated by legislation relating to unfair contract terms and we are advantaged by that term, we may only exercise our rights under that term, to the extent (if any) reasonably necessary to protect our legitimate interests, unless the term would not cause a significant imbalance in the parties' rights and obligations under this Agreement or it would not cause detriment (financial or otherwise) to you if we applied that term or relied on it. Words under this clause have the same meaning as under the applicable legislation.

## 13. INCONSISTENCY

In the event of any inconsistency between the provisions of this Agreement and the provisions of the Dealer's Participant Agreement, the Dealer's Participant Agreement shall prevail and take precedence to the extent of any such inconsistency.

## ANNEXURE 1




Terms for use of Automated Client Order Processing (clause 3.4(a))  
The Adviser acknowledges that the following are the terms of access to ACOP:

1. Straight Through Processing (STP) refers to the automated processing of a securities order through the Market Operator's trading platform, without any manual intervention or duplicate processing.
2. Once an Adviser has confirmed an order on behalf of a Client in accordance with the Dealer Group Agreement the order will be automatically placed into the trading platform provided it meets certain criteria.
3. It is possible for an order placed by an Adviser to be matched with another order also placed by the Participant. This "crossing" may be with an order by another client of the Participant or by the Participant itself. The Participant may as a result receive brokerage from both clients.
4. STP is only available on "limit" orders for securities with a normal status (i.e. not suspended or in a trading halt) and is operated between the hours of 9:30 am and 4:00 p.m. Monday to Friday Eastern Standard Time. STP processes an order through a series of filters to deem whether or not a bid or ask is at a "marketable price" and complies with the requirements of the Corporations Act, the Market Operating Rules and all other relevant regulatory or legal requirements, and if so it will automatically enter the market.
5. At Market orders can only be accepted during market open hours which can be located via the respective Market Operator's website, in securities with a normal status (i.e. not suspended or in a trading halt). STP is available on market orders.
6. If a bid or ask does not meet the above criteria, then it will be referred to a Designated Trading Representative (DTR) for evaluation. In some cases the DTR has the authority not to place the order on market until the Adviser becomes contactable to confirm the order.
7. The Market Operator's Trading Platform operating schedule defines the various phases of the trading platform and at what time they happen. An important point is the ASX Opening phase, in which the market opening times are staggered depending on the starting letter of the ASX code. The ASX trading platform will not allow input of orders during these opening times.
8. As a trading participant, the Participant must ensure the conduct of an orderly market and prevent manipulative trading, including insider trading, false trading, market rigging and suspect transactions. Therefore in utilising STP the Adviser should realise that an order may be scrutinized by both the filter and a Designated Trading Representative to ensure that it:
  - a. does not offend the requirement for an orderly market;
  - b. is not intended as a manipulative trade.
  - c. complies with the provisions of the trading platform reference manual;
  - d. complies with the instructions and directions issued by the Market Operator's market control;
  - e. does not intentionally take advantage of:
    - i. a breakdown or malfunction in the Market Operator's procedures or systems;
    - ii. an error in entries made by the Market Operator within the trading platform or the Derivatives Trading Facility.

The Participant is required to prevent a bid, offer or dealing if a client intends to create, or taking into account the circumstances of the order the Participant Securities reasonably suspects that the client has placed the order with the intention of creating a false or misleading appearance of active trading in any securities or with respect to the market for, or the price of any securities, or market rigging or manipulation or suspect transactions.

## Have questions? Connect with us.

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