TRADING TERMS AND CONDITIONS

23 OCTOBER 2015

IMPORTANT NOTICE

These terms and conditions must be read in conjunction with our Financial Services Guide (FSG), the Application and, if you are approved for the Exchange Traded Options Service, the Product Disclosure Statement (PDS). These documents constitute the entire understanding between you and us regarding our provision of the Services to you (unless these terms and conditions provide otherwise).

We have not taken into account your objectives, financial situation or needs and we will not take these into account in providing the Services to you.

Before applying for or activating any Service or dealing in Financial Products, you should consider the appropriateness of the Service, having regard to your own objectives, financial situation and needs. Before you make a decision about whether to trade in a Financial Product you should obtain, read and consider any Product Disclosure Statement or Information Statement for that Financial Product. In particular, you should read and consider the explanatory booklets for Warrants and Exchange Traded Options, the PDS and the relevant Investor Information Statement for Australian Government Bonds.

You will rely on your own skill and judgement (and, if applicable, that of your Authorised Persons) when placing an order with us to deal with Financial Products. You are responsible for your investment decisions and use of our Services.

PRIVACY CONSENT

We and our Related Bodies Corporate may send you information about our financial products and services from time to time. We may also disclose your information to our Related Bodies Corporate or alliance partners to enable them or us to tell you about a product or service offered by them or a third party with whom they have an arrangement.

If you do not want us or our alliance partners to tell you about our products or services, phone us to withdraw your consent.

Where you wish to authorise any other parties to act on your behalf, to receive information and/or undertake transactions please notify us in writing and in accordance with these terms and conditions.

If you give us Personal Information about someone else, please show them a copy of these terms and conditions so that they may understand the manner in which their Personal Information may be used or disclosed by us in connection with your dealings with us.

OVERSEAS RECIPIENTS

We may disclose information to recipients (including Service Providers and Related Bodies Corporate) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia.

You can find details about the location of these recipients in our Privacy Policy located on our Website.

CONSENT TO PRINCIPAL TRADING

You consent to us undertaking principal trading in relation to all transactions under these terms and conditions.

CONSENT TO PASSING ON BENEFITS

You authorise and direct ANZ to pay us a monthly fee for financial services provided in relation to your Settlement Account. The monthly fee is a portion of the Settlement Account balance, as agreed between us and ANZ.

ELECTRONIC COMMUNICATIONS CONSENT

You consent to us giving you any terms and conditions, any disclosure documents (including Financial Service Guides and Product Disclosure Statements), and any updates and supplements to the disclosure documents by using the address, telephone number, email address or mobile phone number last notified, or via our Website.

MEANING OF KEY WORDS

The meaning of key words used in these terms and conditions is explained at the end of these terms and conditions.

All capitalised phrases used but not defined in these terms and conditions have the meaning given in the Rules. Please contact us on 1300 658 355 if you need assistance finding copies of the Rules.

1 The Services

If we accept your Application we will provide you with the following services in accordance with these terms and conditions:

(a) execution, clearing and settlement of your orders to buy or sell Australian Securities; and

(b) sponsorship in CHESS (unless you have elected to be sponsored by a third party).

If we have accepted your Application, you may also activate or apply for services under these terms and conditions including, or in respect of, the following:

(i) Conditional Orders;

(ii) Tax Tools;

(iii) Smart Alerts;

(iv) Warrants;

(v) Exchange Traded Options;

(vi) International Securities;

(vii) ASX BookBuild; and

(viii) Partly Paid Securities.

By accessing the Services you are taken to have activated or applied for those Services, and the terms for those Services will apply.

2 Your orders

2.1 How to give us an order

You may give us an order to buy or sell a Financial Product, exercise an Exchange Traded Options Contract or otherwise deal with Financial Products in accordance with these terms and conditions in one of the following ways (or in any other way we agree):

(a) through our Website;

(b) by calling us; or

(c) through an Authorised Person if you have appointed one.

You must also provide us with any information that we reasonably request in order to accept your orders.

You are responsible for ensuring the accuracy and completeness of your order.

2.2 Authority to act on your orders

We may:

(a) act on your orders (including orders we believe to be from you);

(b) act on the orders of an Authorised Person (including orders or requests we believe to be from an Authorised Person) without referring to you;

(c) act on an incomplete or unclear order if we reasonably believe we can correct the information without referring to you or an Authorised Person;

(d) act on an order which conflicts with another order and determine the order of acting if multiple orders are received;

(e) seek to verify an order by contacting you or an Authorised Person.

3 Orders

3.1 When we may refuse your order

We may review your order to ensure that it meets our requirements.

We may refuse to accept your order or may limit your order:

(a) if we determine that you may not meet any payment or delivery obligation in connection with your order;

(b) if you do not provide any security that we request in connection with the order;

(c) if you have failed to meet your payment or delivery obligations on any other trade;

(d) if we determine that accepting or executing your order would cause you or us to breach any law or the Rules;

(e) if we consider that your order would result in the creation of a disorderly market or negatively affect the integrity of the market;

(f) if your order relates to an International Security and the Broker we use to place your orders refuses to accept your order;

(g) if we do not provide execution services in relation to that Financial Product; or

(h) for any other reason that we determine is appropriate.

We will notify you of any refusal or limitations as soon as practicable.

If your order is a Conditional Order we may not review your order until the Trigger occurs. You acknowledge that the occurrence of a Trigger does not guarantee your order will be placed or that it will be traded at the price available at the time the Trigger occurred. Once the Trigger occurs, you are responsible for monitoring the execution of your order and, if it is not executed immediately, making decisions about whether to cancel or amend your order.

We may notify you that, until further notice, we will not accept your orders.

3.2 Electronic orders

You accept the risks of giving orders by telephone, fax, email, or any other method including but not limited to:

(a) the risk of an order being unauthorised or given by an unauthorised person;

(b) the risk that we may process an order twice if you send the same order repeatedly or in different forms; and

(c) the risk that information sent by Electronic Equipment is not secure or free from virus or delay.

4 How we act on your order (Best Execution Policy)

4.1 Placement of your order

If we accept your order we will place your order on an Approved Market or if your order relates to International Securities, a Broker will place your order on a Nominated Market.

4.2 Execution of your orders on an Approved Market

In accordance with Part 3.1 of the *ASIC Market Integrity Rules (Competition in Exchange Markets) 2011*, we are required to take reasonable steps to obtain the best outcome for you when handling and executing your orders on an Approved Market. The best outcome is:

(a) for a buy order, the lowest purchase price plus transaction costs; and

(b) for a sell order, the highest sale price less transaction costs.

To meet our obligations to you, all valid orders to be executed on an Approved Market are sent to a market router which considers available trading platforms and determines which trading platform provides the best outcome for you.

Trading platforms considered with respect to achieving the best outcome are:

(i) ASX TradeMatch;

(ii) ASX PureMatch;

(iii) ASX CentrePoint; and

(iv) Chi-X Australia.

Orders entered during the opening and closing auction phases of ASX TradeMatch are sent directly to ASX TradeMatch so long as this venue provides the client with the best outcome.

We place orders on an Approved Market in time priority. This means the first valid order that is received at a given price for a particular Financial Product will be the first order that is submitted to the market router. Amendments to an existing order may adjust the order priority.

You can provide us with an order in writing to handle and execute a particular order in a manner which is inconsistent with you obtaining the best outcome. We will take reasonable steps to handle and execute in accordance with such an order, which may result in you not obtaining the best outcome. If you are a Wholesale Client, you may provide us with standing orders to handle orders in a manner which is inconsistent with the best outcome.

If your order is a Conditional Order, and there are multiple same action (buy or sell) Conditional Orders for the same Financial Products for different clients that are triggered simultaneously, they will be placed into the market as expeditiously as possible after we approve the placement. This will not necessarily be in the same sequence as the sequence in which the Criteria of each triggered Conditional Order were set.

You consent to your order being matched with an order of another client or with one of our orders when we are trading as principal. If your order is matched with an order of another client, we charge brokerage on both orders. We do not charge brokerage if your order is matched with an order we place as principal.

We may fill your order by entering into multiple Market Transactions and accumulating those transactions on a single Contract Note. In these circumstances the Contract Note will show the volume weighted average price of the Market Transactions. If you ask we will provide you with a statement setting out the individual prices of each Market Transaction.

4.3 Additional requirements for Exchange Traded Options

If your Lender will provide the funds or underlying Financial Products to settle your obligations in relation to an Exchange Traded Options Contract, you acknowledge that:

(a) before we accept either buy or sell orders, we may seek the Lender's confirmation that they will settle the trade on the due date; and

(b) the Lender may impose additional and separate obligations to those stated in these terms and conditions, including calls for money or the provision of other security.

4.4 Automatic exercise of Exchange Traded Options Contracts

You acknowledge that Exchange Traded Options Contracts that are determined by ASX Clear to be in the money on expiry are automatically exercised unless you notify us before 4.30pm on the day of expiry that you do not wish the contract to be exercised.

4.5 Delays in the execution of your orders

There may be a delay between when we receive your order and when we act on your order. This may mean that the price at which your order is traded is different from the price available at the time when you gave us the order. We are not responsible for delays or errors in the transmission or execution of your order.

If your order is a Conditional Order, there may be a delay between when the Trigger occurs and when we execute your Conditional Order. This may mean that the price at which your order is traded is different from the price available at the time when the Trigger occurred.

4.6 Expiry of Conditional Orders

A Conditional Order will expire:

(a) on the last day of the third full calendar month after the end of the month in which you placed or last modified it (for example, if you place or modify a Conditional Order on 11 January, the order will expire on 30 April);

(b) if a Corporate Action occurs in relation to the Financial Product the subject of the order; or

(c) when the relevant market operator cancels orders in relation to the Financial Product the subject of the order.

4.7 Conditional Orders

You acknowledge that placing Conditional Orders may involve risks additional to the usual risks of trading in Financial Products. The additional risks may include a change in the price of Financial Products between the time the Criteria in your Conditional Order are satisfied and the time when that order is placed into the market or executed. You acknowledge that you are aware of and understand these risks.

5 How we confirm the details of your trades

We will issue you with a Contract Note for each trade.

We may issue a replacement Contract Note if we discover an error or omission in an earlier Contract Note.

You acknowledge that a Contract Note relating to Australian Securities is issued subject to:

(a) the directions, decisions and requirements of the Approved Market Operator and the Rules;

(b) the customs and usages of the Approved Market; and

(c) the corrections of errors and omissions.

6 When orders or trades may be cancelled or amended

Your orders or trades may be cancelled or amended without your consent if:

(a) we, the operator of an Approved Market or Nominated Market, or the Broker consider that the order or trade may negatively affect the integrity or orderly nature of the Approved Market or Nominated Market; or

(b) we, the operator of an Approved Market or Nominated Market, or the Broker are permitted or required to do so under a law or the Rules of the Approved Market or Nominated Market.

You are not entitled to any compensation from the cancellation or amendment of your order or trade under this clause, even if:

(c) we have sent you a Contract Note relating to the transaction; or

(d) it is later determined that your order or trade did not negatively affect the integrity or orderly nature of the market or cancellation of the order or trade was not permitted under a law or the Rules of the Approved Market or Nominated Market, provided we have acted in good faith.

If the relevant market operator cancels or amends your order and we are able to partially fill your order, we will do so. We may charge you brokerage for these partially filled orders.

7 Meeting your obligations

7.1 How to settle your trade obligations

You must provide any funds and/or Financial Products required to meet all obligations arising in connection with your trades (including any fees payable in connection with your trades).

All settlements of Financial Products under these terms and conditions must be made in accordance with the Standard Settlement Instructions.

If you trade in International Securities you acknowledge that:

(a) you may not settle your trade using a Loan;

(b) we will convert the amount required to meet your obligations into Australian dollars using the rate that we determine is appropriate having regard to the exchange rates available at the date we convert the amount; and

(c) the International Securities required to settle your trade must be held by the Custodian on or before the Settlement Date.

7.2 Pledge of funds prior to settlement

If you meet your payment obligations using your Settlement Account, you agree that:

(a) the funds required for settlement may be pledged to us from the date we receive your order until the Settlement Date, unless we otherwise determine;

(b) the amount pledged to us in relation to an International Security will be the estimated amount owing in Australian dollars converted at the exchange rate that we determine is appropriate having regard to the rates available at the date we receive your order, plus a percentage of the amount owing to cover any movement in the foreign exchange rate and our Costs; and

(c) if funds are pledged to us, you will not be able to withdraw them from the Settlement Account.

7.3 Pledge of Financial Products prior to settlement

You agree that the Financial Products required to meet your obligations may be pledged to us from the date we receive your order until the Settlement Date, unless we otherwise determine.

If Financial Products are pledged to us, you will not be able to remove them from the Sponsored Holding or the custody of the Custodian.

7.4 Providing security for obligations under an Exchange Traded Options Contract

On execution of your trade and registration of the Exchange Traded Options Contract with ASX Clear, we incur obligations to ASX Clear as principal even though the trade was executed on your instructions.

We may ask you to provide funds or other security that we consider, in our absolute discretion, appropriate in connection with our obligations to ASX Clear in respect of an Open Contract that we have executed for you. The amount that we require you to provide may be more than the amount that we are required to pay to ASX Clear.

The time for payment of amounts or provision of other security under this clause is of the essence and you must provide any funds or other security requested under this clause within 24 hours of our request. If you do not provide the funds or other security we may do any one or more of the things specified below.

Our liability to pay amounts to ASX Clear accrues at the time the Exchange Traded Options Contract is executed or a margin obligation comes into existence and not when a call is made for security under this clause.

We must deal with any funds or property given to us under this clause in accordance with the Corporations Act and the Rules. We may combine your funds with funds provided by other clients. These funds will be paid into a trust account or clients' segregated account. Any funds held in a clients' segregated account may be used by us to meet the default of another client.

We may use any funds or other security provided to:

(a) meet margin requirements in connection with an Exchange Traded Options Contract; and

(b) meet obligations on exercise of an Exchange Traded Options Contract.

If you provide Financial Products to satisfy your obligations under this clause we will retain the Financial Products until such time as our liability to ASX Clear in respect of your Exchange Traded Options Contract is extinguished either by the relevant contract being closed out, payment being made by a buyer or delivery in accordance with the Rules being effected by a seller. If our liability is not extinguished then we may sell the Financial Products and apply the proceeds against that liability.

The clauses above providing for the pledge of funds and financial products do not apply to the extent that they relate to your obligations to us under this clause.

7.5 Authority to debit your accounts

If you have told us under the Standard Settlement Instructions that:

(a) you will meet your obligations using your Settlement Account and/or a Sponsored Holding or Custodian then you authorise us to take funds and/or Financial Products from the Settlement Account or Sponsored Holding or Custodian to meet your obligations; or

(b) your Lender will provide the funds or Financial Products to settle your obligations then you authorise your Lender to provide funds or Financial Products on request from us.

You acknowledge that due to fluctuations in the exchange rate the amount pledged in connection with International Securities may differ from the amount that we debit from your Settlement Account.

7.6 How you will receive funds or Financial Products from us on settlement

We will transfer any Financial Products that you are entitled to on settlement to the holding nominated in your Standard Settlement Instructions. Any International Securities that you are entitled to on settlement will be transferred to the Custodian. Any Financial Products you are entitled to on settlement will be recorded in your Trading Account.

We will provide any proceeds you are entitled to from a sale to:

(a) your Lender if your Standard Settlement Instructions are that your Lender will settle your delivery obligations; or

(b) in any other circumstance, your Settlement Account.

We may deduct amounts you owe us from the proceeds of any sale.

The proceeds from the sale of any International Securities will be paid in Australian dollars within 7 Business Days after the date the payment is received by us. The exchange rate used to make the payment will be the rate that we determine is appropriate having regard to the exchange rate at the date we convert the payment.

7.7 What happens if you fail to meet your obligations

If you do not meet your obligations in connection with a trade we may do one or more of the following:

(a) require you to pay our Costs resulting from your failure to meet your obligations (these Costs may include the costs of purchasing Securities to meet your obligations, any brokerage, GST, administration costs or fail fees imposed by the operator of the market on which your trade was executed);

(b) sell, or direct the Custodian or any Sponsoring Participant to sell, any Financial Products recorded in your Trading Account and/or apply the proceeds of any sale to meet your outstanding payment obligations;

(c) purchase, borrow or otherwise obtain, at your risk and expense, the required number of Financial Products to meet your obligations;

(d) enter into one or more transactions to close out of one or more of your Exchange Traded Options Contracts;

(e) exercise one or more of your Exchange Traded Options Contracts;

(f) use funds paid to us or other security given to us in connection with an Exchange Traded Options Contract to meet your obligations;

(g) refuse any order to withdraw funds from your Settlement Account or to transfer Financial Products;

(h) debit any unpaid amounts from your Settlement Account;

(i) charge you interest at the Overdue Rate on any unpaid amounts until we receive payment from you;

(j) cease providing Services to you;

(k) take any other action required or authorised by the Rules or these terms and conditions; or

(l) take any other action or refrain from taking any action that we consider reasonable in the circumstances.

8 Settlement Account

8.1 When you need a Settlement Account

You must have a Settlement Account for meeting your payment obligations in connection with the Services unless a third party approved by us will meet all of your payment obligations in connection with those Services.

If you have been approved for the Exchange Traded Options Service or your order relates to Warrants you should check whether your Lender will allow you to use your Loan to meet your obligations in relation to Exchange Traded Options or Warrants. If they will not, you must have a Settlement Account.

Despite the above, you must have a Settlement Account if you use the Global Shares Service.

8.2 Accounts that can be used as your Settlement Account

Your Settlement Account is an account we open for that purpose.

If your Settlement Account is an account we open:

(a) the Settlement Account will be opened in our name as trustee for you;

(b) you can only order us to transfer funds from the Settlement Account to the Linked Account;

(c) you can only withdraw funds from the Settlement Account by giving orders to us;

(d) we may refuse your orders to withdraw funds from the Settlement Account:

(i) if it would result in the Settlement Account having a debit (or negative) balance;

(ii) if the funds are or will be required to meet your obligations under these terms and conditions;

(iii) in the circumstances set out in these terms and conditions; or

(iv) for any other reason we determine;

(e) interest accrues on any positive balance in the account at the rate set out on our Website (this rate may change). Interest is calculated daily and credited to your Settlement Account monthly;

(f) any change to our fees will be notified to you by a notice on our Website and will apply 30 days after the notice is first posted;

(g) we will notify you of a change to the interest rate by a notice on our Website. The new interest rate will apply the next Business Day after the notice is posted;

(h) we will provide you with a statement every 6 months on the anniversary of opening your Settlement Account. The bank statement will be sent to the postal address, unless you agree otherwise;

If you have not used your Settlement Account and your Trading Account for a period of 3 years, we may;

(i) close both your Trading Account and your Settlement Account without giving you further notice; and

(j) if the funds in your Settlement Account are $500 or more, transfer it to the Federal Government as unclaimed money in line with our obligations under the Banking Act 1959.

If, on any day, your Settlement Account has a debit (or negative) balance, you must:

(k) ensure that your Settlement Account is returned to a positive balance immediately. You acknowledge that we may take any action we consider appropriate to ensure that this happens including selling Financial Products recorded in your Trading Account or closing your Settlement Account; and

(l) pay interest on the amount of the debit balance at the Overdue Rate.

8.3 Authority to debit and credit your Settlement Account

You authorise us to:

(a) debit any amounts owing to us, or credit any amounts we owe you, under these terms and conditions to the Settlement Account; and

(b) access information about your account from the account provider.

9 Exchange Traded Options Service Terms

9.1 Additional terms that apply to the Exchange Traded Options Service

You and we are bound by the Corporations Act, the Rules, and the procedures, customs, usages and practices of ASX Clear, the relevant Approved Market Operator and their related entities, as amended from time to time, in so far as they apply to Exchange Traded Options Contracts and Open Contracts.

Each Exchange Traded Options Contract registered with ASX Clear is also subject to the operating rules and practices, directions, decisions and requirements of ASX Clear.

Notwithstanding that we may act on your instructions or for your benefit, you acknowledge that any Exchange Traded Options Contract arising from an order submitted to the Approved Market Operator by us for you is entered into by us as principal.

9.2 Available Exchange Traded Options strategies

Our determination about which options strategies are available to you does not constitute financial product advice. It is not a recommendation or statement of opinion that a particular option strategy, or Exchange Traded Options Contracts in general, are appropriate for you.

We may change our determination without notice to you if we consider it is necessary for legitimate business, prudential or regulatory reasons.

We are not liable for any loss, damage, Costs or expenses relating to our determination.

9.3 The benefit of any Exchange Traded Options Contract is for us

Any benefit or right obtained by us upon registration of an Exchange Traded Options Contract with ASX Clear is personal to us and does not pass to you. You have no rights, whether by way of subrogation or otherwise, against the Approved Market Operator or ASX Clear in relation to any dealings by us (or any other participant) in Exchange Traded Options Contracts and Open Contracts.

9.4 We may take the opposite position

In certain circumstances permitted under the Corporations Act and the Rules we may take the opposite position in an Exchange Traded Options Contract either acting on our own account or for another client.

9.5 Relationship with ASX Clear

You irrevocably appoint ASX Clear and every director, manager and assistant manager for the time being of ASX Clear to do all acts and execute all documents on your behalf for the purpose of exercising the powers given to ASX Clear under the ASX Clear Operating Rules. This may include doing all things necessary to transfer any open position held by us on your behalf to another Trading Participant where our Trading Participant status has been suspended or terminated.

We may retain interest paid by ASX Clear on money provided by you under these terms and conditions.

9.6 Change of Clearing Participant

If you receive a participant change notice from us at least 20 Business Days prior to the proposed effective date in the participant change notice for the change of Clearing Participant, you are under no obligation to agree to the change of Clearing Participant, and may terminate the Exchange Traded Options Service Terms or give us instructions to transfer your Open Contracts to another Clearing Participant.

If you do not take any action to terminate this Client Agreement and do not give any other instructions to us which would indicate that you do not agree to the change of Clearing Participant then, on the effective date, the Exchange Traded Options Service Terms will be taken to have been novated to the new Clearing Participant and will be binding on all parties as if, on the effective date:

(a) the new Clearing Participant is a party to the Exchange Traded Options Service Terms in substitution for us;

(b) any of our rights are transferred to the new Clearing Participant; and

(c) we are released by you from any obligations arising on or after the effective date.

The novation will not take effect until you have received a notice from the new Clearing Participant confirming that the new Clearing Participant consents to acting for you. The effective date may as a result be later than the date set out in the participant change notice.

You will be taken to have consented to the events referred to above by the doing of any act which is consistent with the novation of the Exchange Traded Options Service Terms to the new Clearing Participant (for example by giving an instruction to the new Clearing Participant), on or after the effective date, and such consent will be taken to be given as of the effective date.

The Exchange Traded Options Service Terms continue for our benefit 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 not binding on the effective date, the Exchange Traded Options Service Terms will continue for our benefit until the novation is effective, and we will hold the benefit of the Exchange Traded Options Service Terms on trust for the new Clearing Participant.

Nothing in this clause will prevent the completion of Exchange Traded Options Contracts and Open Contracts by us where the obligation to complete those contracts arises before the effective date and the Exchange Traded Options Service Terms will continue to apply to the completion of those contracts, notwithstanding the novation of the Exchange Traded Options Service Terms to the new Clearing Participant under this clause.

9.7 Provision of information

You must take all reasonable steps to deliver information or documentation to us, or cause information or documentation to be delivered to us, concerning Exchange Traded Options Contracts or Open Contracts which are requested by a person having a right to request such information or documentation. We are authorised to produce the information or documentation to the person making the request.

10 Global Shares Service

10.1 Nominated Markets

The Global Shares Service is only offered in relation to International Securities on a Nominated Market. The available Nominated Markets are listed on our Website.

We may withdraw any Nominated Market from the Global Shares Service at any time. We will endeavour to give you reasonable notice of any withdrawal.

If we withdraw any Nominated Market, you must give us orders regarding the transfer or sale of any affected International Securities by the time specified in our notice. If you do not provide us with orders by the time specified, we may sell any affected International Securities on your behalf and credit the proceeds to your Settlement Account.

10.2 Additional terms that apply to Global Shares Service

In using the Global Shares Service you are bound by the procedures, rules, customs, usages and practices of the operator of the relevant Nominated Market (which will prevail to the extent of any inconsistency with these terms and conditions).

10.3 Custody of your International Securities

Your International Securities will be held by a Custodian on your behalf. You will retain beneficial ownership (but not legal ownership) of your International Securities. This means that the name of the Custodian rather than your name will appear on the share registry. Upon your request, we will acknowledge the manner in which the International Securities are held.

Where practicable, before arranging for International Securities to be held by a Custodian other than us (and in any event, before International Securities are in fact held by another Custodian), the identity and contact details of the Custodian will be disclosed on our Website. You acknowledge that we may change the Custodian by notifying you on our Website. If we do change the Custodian, we will endeavour to select a like financial institution to the outgoing Custodian.

10.4 Corporate Actions

You are not able to participate in Voluntary Corporate Actions relating to International Securities.

With respect to Mandatory Corporate Actions in relation to International Securities:

(a) cash payments are generally credited to your Settlement Account within 21 Business Days after the date the payment is received by us. The exchange rate used to make the payment will be the rate that we determine is appropriate having regard to the exchange rate at the date we convert the payment;

(b) if, due to a Mandatory Corporate Action, you are entitled to a fraction of an International Security, we will round that fraction down to the nearest whole number. If, as a result of the operation of this clause, we hold surplus International Securities after we have allocated such International Securities to our relevant clients, we will sell these International Securities and, where possible, distribute the proceeds of the sale to those clients;

(c) in the event of a rights issue, the rights attributable to your International Securities will be allocated to your Settlement Account. We will not accept your orders to exercise a rights issue on your behalf, however you will be able to submit an order to sell the rights if they are tradeable on the applicable Nominated Market;

(d) you are not entitled to exercise voting rights, to attend any general meeting or any other meeting of the issuer and, if there is a takeover, to vote; and

(e) if there is a choice, you will be assigned the default option as determined by the issuer.

10.5 Receipt of notices

You will not receive notification of Corporate Actions, company announcements or share certificates from the issuer of the International Securities.

10.6 Taxation

For International Securities that are traded on a Nominated Market, we do not process any tax documentation that may allow you to be taxed at a concessional withholding tax rate at source.

10.7 Risks of International Securities

You must consider all possible risks that may apply to trading in International Securities and determine whether this Service is appropriate for you.

You bear the foreign exchange risk of trading in International Securities. We are not liable for any loss you suffer as a result of:

(a) the conversion of an amount to or from the Australian dollar amount; or

(b) the timing of the conversion.

You understand and accept these risks.

If a company, jurisdiction or product appears on a sanctions list, we may suspend trading in the relevant jurisdiction or in the relevant International Securities without prior notice to you.

Your orders in International Securities will be executed by a Broker and your International Securities will be held by a Custodian. International Securities held by a Custodian may be subject to risk arising from change to the political, legal, regulatory or commercial environment of the country of the Custodian or the Nominated Market.

10.8 Liability in relation to International Securities

(a) While we will use reasonable care in selecting Brokers and Custodians (other than us), we are not liable for any losses incurred by you by reason of any act, omission, fraud or negligence of any Broker or Custodian (other than us) or in relation to the holding of or dealing with your International Securities by such Brokers or Custodians (other than us).

(b) Notwithstanding clause 10.8 (a) or 19, we will be liable to you if you suffer loss in respect of your International Securities due to a failure by any Custodian to comply with its duties under these terms and conditions, or to observe reasonable standards generally applied by providers of custodial or depository services for holding property such as International Securities.

(c) Clause 10.8 (b) will not apply to the extent that the loss arises from the insolvency of a Custodian where we have taken reasonable care in engaging and monitoring compliance by that Custodian.

Before you commence trading in International Securities, you should consider obtaining professional taxation advice to evaluate whether investing in International Securities is appropriate for you.

10.9 Security of Interest

We are prohibited from taking or granting any charge, mortgage, lien or other encumbrance over, or in relation to, your International Securities held by a Custodian, unless it is:

(i) For expenses and outlays made within the terms of these terms and conditions (other than our unpaid Fees); or

(ii) In accordance with your written instructions (including without limitation margin lending arrangements).

10.10 Records

The Custodian that holds your International Securities will retain records relevant to those assets in a way that enables it to readily identify those assets which are held on your behalf. The records will also include information about the transactions undertaken and how, by whom and when they were authorised. Upon your request, we will make these records available to you.

We will ensure that the Custodian holding your International Securities conducts appropriately frequent reconciliations and checks in respect of your International Securities.

We will report to you in respect of your International Securities as required by law. You can obtain information about your International Securities at any time via our Website.

10.11 Business Continuity

Without limiting clause 19, we have and will maintain adequate business continuity procedures in order to enable us to provide the Global Share Service in any contingency for which we can reasonably plan.

10.12 Confidentiality

Apart from disclosure to ASIC, where otherwise permitted by law or where you have agreed to the disclosure in these terms and conditions, we will keep your confidential information in confidence.

11 Partly Paid Securities

You may only buy Financial Products which are partly paid or have instalment payments owing after settlement if you have completed a separate application form in respect of these Financial Products and we have accepted your application. The terms on which we provide services in respect of Partly Paid Securities are set out in these terms and conditions and the application form completed by you.

12 Tax Tools

12.1 Your use of the Service

If you activate your Tax Tools subscription you must choose the appropriate level of service and the Subscription Period.

If you have activated Tax Tools Premium, you can downgrade your subscription to Tax Tools Plus through our Website.

Your access to Tax Tools Premium remains active until the end of the Subscription Period. We do not refund any difference in the Fees for Tax Tools Premium and Tax Tools Plus as a result of the downgrade.

12.2 What happens at the end of the Subscription Period

If you do not notify us in writing within 14 Business Days prior to the end of the Subscription Period that you will not renew your subscription:

(a) your subscription will automatically be renewed for another Subscription Period equal to the previous period;

(b) you will be charged the Fee in accordance with the Rates & Fees page on our Website and must have the funds available in your Settlement Account to pay the Fee; and

(c) you will not be able to make any changes to your subscription until the end of the Subscription Period.

12.3 Changes

We or our Service Providers may change Tax Tools at any time, including its functionality and Fees payable by you in respect of it.

12.4 No Advice

Tax Tools provides factual information of a general nature only and does not constitute tax advice.

The information may be used by you and/or your professional tax adviser in the course of you forming opinions, making decisions and or making recommendations in relation to taxation, Financial Products and/or related matters.

It is up to you to determine whether or not Tax Tools is appropriate for your use. It is not to be used as a substitution for obtaining professional tax advice – we recommend you obtain professional tax advice before you use the information to complete your tax return.

You acknowledge that tax is only one of the matters that must be considered when making a decision in respect to the acquisition or disposal of a Financial Product.

13 Smart Alerts

If you activate Smart Alerts and set your notification conditions, we, or one of our Service Providers, will send you messages by email, SMS or both when the conditions of your alert are met.

You acknowledge that:

(a) there may be delays in sending or receiving emails or SMS messages. The price of Financial Products may change between the time the conditions you set for a Smart Alert are triggered and your receipt of the Smart Alert;

(b) the Service Providers who provide Services or components of the Smart Alert Service may change from time to time without any prior notice to you; and

(c) you may receive the same notification from multiple sources and will be charged a Fee in connection with each of the notifications that you receive.

We are not associated with our Service Providers and do not guarantee their performance of obligations.

14 ASX BookBuild

This provision applies only in relation to the ASX BookBuild Service provided under these terms and conditions.

14.1 Application of ASX Operating Rules

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

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

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

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

(b) expressions used but not defined in this clause have the meanings set forth in Regulation S under the U.S. Securities Act.

14.3 Warranty

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

(a) you are aware of and agree to:

  (i) the Investment Cap; and

  (ii) the terms of the offer;

(b) you are entitled, under:

  (i) the Investment Cap; and

  (ii) the terms of the offer,

to enter that Bid and subscribe for any Financial Products allocated to you under Rule 4930 of the ASX Operating Rules.

14.4 Allocation

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

14.5 Divestment

When you:

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

(b) have received an allocation of Financial Products in an offer on ASX BookBuild which results, or together with allocations to other persons result, in the voting power in the BookBuild Issuer of you or any other person increasing from a percentage at or below the Investment Cap to a percentage above the Investment Cap,

you acknowledge that such allocation was outside of the parameters established by the BookBuild Issuer for the offer on ASX BookBuild and that the BookBuild Issuer may, at its election, require that you divest such number of Financial Products allocated in the offer on ASX BookBuild up to the number required for the relevant person to no longer exceed the Investment Cap.

For the purposes of this clause 14.5, a person's voting power in the BookBuild Issuer has the meaning given by s 610 of the Corporations Act.

You acknowledge that damages are not an adequate remedy for a breach of clause 14.3 and that the BookBuild Issuer can require specific performance of this clause 14.5.

14.6 Enforceability of BookBuild Issuer

You acknowledge that the warranties and acknowledgments in clauses 14.3,14.4 and 14.5 above can be enforced by the BookBuild Issuer.

15 CHESS Sponsorship Terms (CHESS Sponsorship Agreement)

15.1 Explanation of CHESS Sponsorship Terms

We are admitted as a participant in CHESS and these terms and conditions set out the basis on which we will sponsor your CHESS Financial Products.

CHESS is a system of electronic registration of shareholders in listed companies. Under CHESS there are no share certificates and transfers of securities are made electronically.

Only persons admitted as participants have access to CHESS. This means that to have your CHESS Financial Products registered in CHESS you must be sponsored by a participant.

The CHESS Sponsorship Terms contain the standard sponsorship provisions required by the Settlement Rules of ASX Settlement (one of the bodies responsible for the operation of CHESS).

The CHESS Sponsorship Terms also contain special provisions to better protect us if you do not meet your obligations under these terms and conditions.

If you have any queries about the CHESS Sponsorship Terms, or you do not understand any of the CHESS Sponsorship Terms, please contact us before you apply.

These CHESS Sponsorship Terms apply only in relation to CHESS Financial Products.

15.2 CHESS Sponsorship Terms

You acknowledge that:

(a) we have provided you with an explanation of the effect of the CHESS Sponsorship Terms;

(b) you have read and understood the CHESS Sponsorship Terms and our explanation of the effect of the CHESS Sponsorship Terms; and

(c) by submitting the Application, you are taken to have expressly ordered us not to provide you with an executed copy of the CHESS Sponsorship Terms (although you may ask us to provide you with a copy).

15.3 Our appointment as your Sponsoring Participant

You appoint us as your Sponsoring Participant for the E✗TRADE Sponsored Holding on the basis described in these CHESS Sponsorship Terms unless you use a third party CHESS sponsor approved by us.

15.4 What we may do as your Sponsoring Participant

Subject to Settlement Rule 7.4, you irrevocably authorise and direct us:

(a) to act on any orders that you give us in relation to your E✗TRADE Sponsored Holding;

(b) to use your E✗TRADE Sponsored Holding to meet your obligations under any order to buy or sell CHESS Financial Products that we have executed for you;

(c) not to transfer CHESS Financial Products into your E✗TRADE Sponsored Holding until you have paid us for those CHESS Financial Products;

(d) to take any action that we are authorised or required to take under the Rules or these terms and conditions in connection with the E✗TRADE Sponsored Holding. This action may include exercising a power of sale in respect of CHESS Financial Products in your E✗TRADE Sponsored Holding, including in the circumstances set out in clause 7; and

(e) to take any other action that is reasonably required to give effect to your orders or our rights in connection with these terms and conditions.

We will not initiate a transfer or conversion into or out of your E✗TRADE Sponsored Holding without your express authority. You are deemed to have given us express authority to initiate a transfer or conversion in the circumstances described in (a), (b), (d) and (e) above.

15.5 Acting on your orders

We will initiate any transfer, conversion or action necessary to give effect to your orders within 2 Business Days of receiving the orders except in the following circumstances:

When we may not act on your orders	What we will do
If your order is incomplete.	We may refuse to comply with your orders.
If we acted on your orders there would be insufficient CHESS Financial Products in your E✗TRADE Sponsored Holding to meet your obligations under an order executed, or to be executed, by us for you.	We may refuse to comply with your orders to the extent necessary to ensure that there are sufficient CHESS Financial Products in your E✗TRADE Sponsored Holding to meet your obligations under that order.
If you have not paid an amount owing under these terms and conditions.	We may refuse to comply with your orders to the extent necessary to retain CHESS Financial Products with a value equal to 120% of the amount owing.
If there is a Subposition over any CHESS Financial Products in your E✗TRADE Sponsored Holding.	Your right to deal with those CHESS Financial Products is restricted in accordance with the terms of the Settlement Rules relating to Subpositions.
If the Settlement Rules require us not to act on your order or your order would cause us to breach the Rules or any law.	We will act in accordance with the Rules or relevant law.

15.6 Section 9 transfers

If we effect a transfer under section 9 of the Settlement Rules then you may not assert or claim against ASX Settlement or the relevant Issuer that the transfer was not effected by us or that we were not authorised to effect the transfer.

15.7 What happens if you die or become Bankrupt?

You acknowledge that:

(a) if you die or become Bankrupt you or your representative must immediately notify us and a Holder Record Lock will be applied to your E✕TRADE Sponsored Holding unless your legally appointed representative or trustee removes the CHESS Financial Products in your E✕TRADE Sponsored Holding from CHESS;

(b) if you die, these CHESS Sponsorship Terms are deemed to remain in operation, in respect of the legally appointed representative authorised to administer your estate, for a period of up to three calendar months after the removal of the Holder Record Lock (unless your legally appointed representative removes the CHESS Financial Products in your E✕TRADE Sponsored Holding from CHESS);

(c) if a joint Participant Sponsored Holder dies, all CHESS Financial Products sponsored by us under the joint E✕TRADE Sponsored Holding will be transferred into new holdings under a new Holder Record in the name of the survivors (the CHESS Sponsorship Terms remain valid for the new holdings under the new Holder Record); and

(d) if a joint Participant Sponsored Holder becomes Bankrupt, we may:

  (i) establish a new Holder Record in the name of the Bankrupt Participant Sponsored Holder, transfer the interest of the Bankrupt Participant Sponsored Holder into the new holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all holdings under that Holder Record (unless the legally appointed representative authorised to administer the Bankrupt Participant Sponsored Holder's estate removes the CHESS Financial Products in the E✕TRADE Sponsored Holding from CHESS); and

  (ii) establish a new Holder Record in the name of the remaining joint Participant Sponsored Holders and transfer the interest of the remaining joint Participant Sponsored Holders into the new holdings under the new Holder Record.

15.8 What happens if our participation in CHESS is suspended?

If we are suspended from CHESS then subject to our liquidator, receiver, administrator or trustee asserting an interest in the CHESS Financial Products sponsored by us:

(a) you may, within 20 Business Days of ASX Settlement giving notice of our suspension, give notice to ASX Settlement requesting that it remove any CHESS Financial Products that are sponsored by us from either CHESS or our control to the control of another Sponsoring Participant in CHESS; and

(b) if you do not give such a notice to ASX Settlement then ASX Settlement may change your Controlling Participant and you will be deemed to have entered into a new sponsorship agreement with that Sponsoring Participant on the same terms as the CHESS Sponsorship Terms. The new Sponsoring Participant must enter into a sponsorship agreement with you within 10 Business Days of the change of Controlling Participant.

15.9 When we can change your Sponsoring Participant

We may give you notice of our intention to change your Sponsoring Participant at least 20 Business Days before the date of the proposed change.

You are under no obligation to agree to a change of Sponsoring Participant and you may, within 20 Business Days of receiving the notice from us, terminate these CHESS Sponsorship Terms in accordance with these terms and conditions.

If you do not terminate these CHESS Sponsorship Terms:

(a) your new Sponsoring Participant will send you a notice confirming that they consent to act as your Sponsoring Participant; and

(b) our rights under these CHESS Sponsorship Terms will be novated to the new Sponsoring Participant on the effective date set out in the notice or when you receive a notice from the new Sponsoring Participant consenting to act for you.

If you continue to use the Services after receiving the notice from us you will be taken to have consented to the novation of these CHESS Sponsorship Terms.

These CHESS Sponsorship Terms continue for our benefit in respect of any rights and obligations accruing before the notice is given.

To the extent that any law or provision of any agreement makes the novation under this clause not binding or effective, these CHESS Sponsorship Terms continue for our benefit until such time as the novation is effective.

Nothing in this clause prevents the completion of transfers or conversions by us where the obligation to complete those transfers or conversions arose before notice was given and these CHESS Sponsorship Terms will continue to apply to the completion of those transfers or conversions, notwithstanding the novation of these CHESS Sponsorship Terms to the new sponsor.

15.10 How you can lodge CHESS Financial Products as cover for Exchange Traded Options

You may ask us for permission to lodge CHESS Financial Products in your E✕TRADE Sponsored Holding as cover for written positions in the Australian Options Market.

If we agree to allow you to lodge CHESS Financial Products with ASX Clear you must execute additional documentation, and enter into further arrangements, satisfactory to us. The additional documentation will be in addition to and may amend these CHESS Sponsorship Terms, and will comprise part of these CHESS Sponsorship Terms.

15.11 How the CHESS Sponsorship Terms may be terminated

These CHESS Sponsorship Terms terminate:

(a) on 20 Business Days' notice, by notice in writing from either you or us to the other;

(b) immediately if we become Insolvent;

(c) immediately if we are suspended from CHESS or our rights under CHESS are terminated; or

(d) if we give you notice of a change to your Sponsoring Participant, by you ordering us to transfer the CHESS Financial Products sponsored by us out of your E✕TRADE Sponsored Holding, effective on such transfer.

15.12 When we can vary the CHESS Sponsorship Terms

We may vary these CHESS Sponsorship Terms:

(a) in accordance with these terms and conditions; or

(b) if any of the provisions in these CHESS Sponsorship Terms are inconsistent with the Rules, we may, by giving you not less than 7 Business Days written notice, vary these CHESS Sponsorship Terms to the extent which, in our reasonable opinion, is necessary to remove any inconsistency.

15.13 How you can make a complaint against us or make a claim for compensation

You may refer a complaint against us to any appropriate regulatory authority or other body, including ASX Settlement or the Financial Services Ombudsman.

If we breach any of the provisions of these CHESS Sponsorship Terms, you may refer that breach to any regulatory authority, including ASX Settlement.

In the circumstances specified under Part 7.5, Division 4 of the Corporations Regulations, you may make a claim on the National Guarantee Fund for compensation.

If you make a claim for compensation against us, our ability to satisfy that claim will depend on our financial circumstances.

15.14 About us

We hold an Australian financial services licence under the Corporations Act and are regulated by ASIC and by ASX Settlement. You can find out information about our status as a Participant from ASIC.

16 Fees, Commissions and Costs

16.1 Fees

You agree to pay Fees for the provision and use of the Services as specified in our FSG or on our Website or as otherwise notified to you in writing.

We may introduce new Fees, or change existing Fees, at any time. If we do so, we will give you at least 20 Business Days' notice before the introduction or change takes effect.

Where a Fee is stated to be exclusive of GST, you agree to pay us the GST amount.

In addition to our Fees, we may charge you for any fees, taxes and levies that are charged in relation to any sale or purchase of International Securities in any jurisdiction including a custody fee which we may charge you to recoup fees from the Custodian.

16.2 Government charges

You must pay us an amount equal to any government charges and duties (however described) imposed on or in connection with the Services or these terms and conditions. These are payable whether or not you are primarily liable for them.

16.3 Costs

Everything that you do in connection with the Services or these terms and conditions or under any law must be done at your own expense. This applies even if it is something that we have asked you to do or is for our benefit.

You must pay or reimburse on demand:

(a) our Costs in connection with the Services or these terms and conditions;

(b) our Costs in connection with making searches and enquiries in connection with you, your property and any collateral;

(c) our Costs in connection with considering and giving consents, waivers, variations, discharges and releases and producing documents in connection with the Services or these terms and conditions;

(d) our Costs of exercising, enforcing or preserving rights, powers or remedies (or considering doing so) in connection with the Services or these terms and conditions; and

(e) stamp duty, registration and taxes or fees paid or payable, in connection with the Services or these terms and conditions (including any fines or penalties in connection with any of these amounts).

16.4 Authorisation

You authorise us to deduct or draw down all Fees, government charges and duties, Costs and other amounts specified in this clause from your Settlement Account or Loan. You authorise us to do anything necessary or desirable in order to exercise and enforce our entitlements to those amounts.

16.5 Passing on benefits

You consent to us passing on to others some or all of the Fees and any other amounts we receive in respect of you in connection with these terms and conditions, including to our representatives and our Related Bodies Corporate.

17 Disruption to Services

There may be disruptions to our Services during which a Service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. There may also be occasions where an error occurs in the processing of a transaction.

If there is a disruption or error that affects your access to a Service, we will:

(a) correct any incorrect entry which is made in your account as a result of a disruption or error; and

(b) adjust any Fees which have been applied as a result of that incorrect entry. You must reimburse us for any funds wrongly credited to your account as a result of disruption or error.

We may notify you if we are unable to provide you with all or some of the Services.

18 Termination

18.1 Services that may be terminated

One or more Services may be terminated by us or you in accordance with these terms and conditions.

If you or we terminate a Service (other than the Securities Service) we may still continue to provide you with other Services.

If the Securities Service is terminated:

(a) we will not provide you with any other Services under these terms and conditions;

(b) if you have an E*TRADE Sponsored Holding, you must give us orders to transfer out your CHESS Financial Products to another Sponsored Holding otherwise we will transfer your holdings to issuer sponsorship;

(c) if you have a Settlement Account, we may debit any outstanding amounts owing to us, transfer the remaining balance to your Linked Account and close the Settlement Account.

Termination of a Service does not affect any existing rights or obligations at termination.

18.2 Our general right to terminate the Services immediately

We can terminate one or more Services at any time without notice (subject to the Rules and any applicable law) if:

(a) Services are provided to you jointly and one of you dies;

(b) you become Bankrupt or Insolvent;

(c) you are in material breach of these terms and conditions;

(d) we have reasonable grounds to believe that if we continue to provide you with the Services we would:

(i) breach the Corporations Act, the Rules, any Australian law or the law of another country; or

(ii) be an accessory to a breach of the Corporations Act, the Rules, any Australian law or the law of another country; and/or

(e) we consider it necessary for any legitimate business, prudential or regulatory reason.

18.3 Termination of Services by notice

A Service may be terminated:

(a) by us providing you with at least 5 Business Days' notice; or

(b) by you providing us with 20 Business Days' notice.

Notice to terminate the Exchange Traded Options Service must be in writing.

18.4 Termination of Exchange Traded Options Service

In addition to the circumstances set out above, we may also terminate the Exchange Traded Options Service immediately if:

(a) you fail to pay, or provide security for, amounts payable to us;

(b) you fail to perform any obligation arising from the exercise or settlement of an Open Contract; or

(c) a guarantee or other security provided by you to us is withdrawn or becomes ineffective and other replacement security acceptable to us is not provided.

On termination of the Exchange Traded Options Service we will close out all Open Contracts we have entered into for you unless you have directed us to transfer those contracts to another Participant in accordance with the Rules.

Also, if the events referred to in (a) to (c) above occur, then we may take, or refrain from taking, any action we consider reasonable in the circumstances in connection with Exchange Traded Options Contracts or Open Contracts without giving you prior notice, including to:

(i) enter into one or more transactions to effect the close out of one or more Open Contracts in accordance with the Rules;

(ii) exercise one or more Open Contracts in accordance with the Rules; or

(iii) exercise any other rights conferred by, or perform any obligations arising under, the Rules or these terms and conditions in respect of those Open Contracts.

You must account to us as if those actions were taken on your instructions and, without limitation, you are liable for any deficiency and are entitled to any surplus which may result.

18.5 Termination of Global Shares Service

Subject to any lien which we may exercise under these terms and conditions or your written instructions, on termination of the Global Shares Service you must give us instructions regarding the transfer or sale of your International Securities within a reasonable time which will be specified in our notice. If you do not provide us with instructions by the time specified, we will convert your International Securities to Certificated International Securities. If this is unable to be completed for whatever reason, we will sell any affected International Securities on your behalf and credit the proceeds to your Settlement Account. The termination of the Global Shares Service does not affect outstanding obligations under these terms and conditions which remain undischarged at the time of termination.

18.6 Termination of Smart Alerts and Tax Tools Services

We do not refund any Fees you have paid for Tax Tools Services or Smart Alerts Service on termination.

19 Our liability to you

We are not liable to you or any Authorised Person for any liability, damages or loss arising from, or any Costs or expenses relating to, any of the following (except to the extent resulting from or caused by our fraud or dishonesty or our intentional or reckless breach of these terms and conditions):

(a) us acting, or refusing to act, on your orders or any order which appears to us to have been made by you or on your behalf (including orders by an Authorised Person);

(b) caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence;

(c) any error or omission in, or any non-receipt or invalidity of, your orders or any order which appears to us to have been made by you or on your behalf;

(d) any unauthorised order or any fraud or dishonesty of anyone other than us;

(e) any error or omission in a Contract Note or statement that you do not bring to our attention promptly following receipt of the Contract Note or statement;

(f) any errors or omissions in the data you manually enter under Tax Tools;

(g) our compliance with a direction, request or requirement of any law, Rule, regulatory authority, market operator or clearing or settlement facility;

(h) any exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy under these terms and conditions;

(i) any loss sustained by you as a result of us taking action under these terms and conditions or your failure to meet your obligations including any loss arising as a result of closing out an Exchange Traded Options Contract (including where we have closed out the contract due to your failure to provide funds or security in connection with that contract as required by these terms and conditions);

(j) any loss, delay, destruction or mutilation of any form of oral, written or electronic message;

(k) any problems involving the relevant exchange, market operator or clearing or settlement facility or any failure of an exchange, including any error, omission, interruption, deletion, defect or delay in operation or transmission;

(l) any reliance by you on any research, information, advice or recommendation provided by a website, person or Service Provider;

(m) any act or omission of a Service Provider or of any person appointed by a Service Provider in connection with the role to be performed by the Service Provider;

(n) any loss or destruction of your Certificated International Securities;

(o) any omission, mistake, delay or interruption in providing the information on our Website;

(p) market movements and any other risks associated with trading in Financial Products;

(q) any suspected or actual manipulative trading, including insider trading, false or misleading trading, market rigging or market manipulation;

(r) any failure by you or your Authorised Person to comply with these terms and conditions;

(s) any loss of an indirect, special or consequential kind;

(t) any other event or circumstance that we cannot reasonably control including:

(i) any problems with your telecommunications services, internet service provider, computer hardware or software;

(ii) any failure of electronic or mechanical equipment or communication lines; or

(iii) any unauthorised access or labour problems; or

(u) any disruption to our Service.

The limitations in this clause apply even if the loss, damage, liability, Costs or expenses were reasonably foreseeable or we were advised of the possibility of the loss, damage, liability, Costs or expenses.

We do not exclude or limit the application of any legislation where to do so would contravene the legislation or cause any part of these terms and conditions to be void. Liability for a breach of any provision implied by law that cannot be excluded is limited to replacement of goods (in the case of goods) or resupply of services (in the case of services).

20 You indemnify us

You agree to indemnify us, each of our Related Bodies Corporate and the directors, officers and agents of us and them (indemnified parties) against any losses, liability, damages, Costs or expenses:

(a) incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under these terms and conditions or any incorrect or misleading representation or warranty given by you under these terms and conditions;

(b) arising from you sending us any Certificated International Securities; or

(c) arising from any unauthorised orders or fraud, except to the extent arising from our fraud or dishonesty.

In this clause, "you" includes a person who we reasonably believe to be you, or your Authorised Person.

21 Important acknowledgements and representations from you

21.1 Exchange Traded Options Service

You acknowledge that:

(a) before you applied for the Exchange Traded Options Service you:

(i) received, read and understood the current explanatory booklets published by ASX about Exchange Traded Options, including updates to them;

(ii) read and understood these terms and conditions and the PDS; and

(iii) considered your objectives, financial situation and needs and are of the view that dealing in Exchange Traded Options is suitable for your purposes; and

(b) dealing in Exchange Traded Options incurs a risk of loss as well as a potential for profit.

21.2 Warrants

You acknowledge:

(a) before you give us an order to buy a Warrant you have received, read and understood any current explanatory booklet published by an Approved Market Operator about Warrants and any updates to those booklets;

(b) failure of the Warrant-Issuer or Guarantor (if applicable) to fulfil their obligations does not give rise to a claim against an Approved Market Operator, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited; and

(c) you are aware that:

(i) a Warrant has a limited life and cannot be traded after its expiry date;

(ii) Warrants do not have standardised Terms of Issue and it is your responsibility to be aware of the Terms of Issue of any Warrant in which you choose to invest;

(iii) Warrants may be subject to adjustments after their initial issue and it is your responsibility to be aware of any adjustments which may be made to any Warrant in which you choose to invest; and

(iv) admission to trading status of a Warrant does not imply that an Approved Market Operator or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor.

21.3 Global Shares Service

You represent and warrant that:

(a) your use of the Global Shares Service will comply with all applicable laws, rules and regulations and policies and practices of securities and futures exchanges, alternative trading facilities, and regulatory or self-regulatory organisation; and

(b) your International Securities are free of any Security Interest or other encumbrance.

You acknowledge that:

(c) we do not guarantee the performance of any International Securities;

(d) you will not use the Global Shares Service to effect transactions in International Securities of which you, or any of your Related Bodies Corporate, are the issuer (or a director of the issuer);

(e) orders will not be subject to any rules of an Approved Market and you will not receive the benefit of coverage under the National Guarantee Fund;

(f) any market data supplied by third parties which is available on our Website may not be current. We will not be responsible for any loss due to such data not being current;

(g) international time differences, timing of public holidays or other similar observances may lead to delays in receipt of your orders and their execution;

(h) orders in respect of International Securities will generally take longer to be placed into a Nominated Market than orders in respect of Australian Securities will take to be placed into an Approved Market;

(i) we may enforce minimum trade amounts, this will be disclosed via our Website or other means;

(j) orders will be purged if unfulfilled after the close of the trading day in each Nominated Market. If an order is not executed and you wish to continue with the order, you will need to resubmit it;

(k) we may refuse to accept a transfer of International Securities to your Trading Account;

(l) you will send any Certificated International Securities you intend to transfer into the Global Shares Service to us by registered post;

(m) Certificated International Securities will only be available for sale once converted to a non-certificated form. We will not be liable for any loss you may suffer or delay you may experience in trading in Certified International Securities. You agree to reimburse us any Costs we incur as a result of taking any action in relation to your Certified International Securities under this clause;

(n) you will be responsible for arranging collection of your Certificated International Securities if your transfer is unable to be processed for whatever reason. If you have not arranged receipt within 12 months, your Certificated International Securities will be returned to the relevant share registries or equivalent;

(o) if you have International Securities held in the name of the Custodian which are no longer traded on a Nominated Market, we may sell those International Securities and credit the proceeds to your Settlement Account. We will send you a written notice if we take action under this clause; and

(p) in the event that a counterparty does not meet its settlement obligations, the order may be unwound and you will be reimbursed your cash or your International Securities will be returned to you. We will not be liable for any loss you may suffer as a result of any such failed settlement.

21.4 Australian Government Bonds

You represent and acknowledge that before you give us an order to buy or sell Australian Government Bonds, you have accessed, read and understood the relevant Investor Information Statement published by the Australian Government and available at www.asx.com.au.

You and we are bound by the terms and conditions contained in the relevant Investor Information Statement published by the Australian Government from time to time.

21.5 General

You represent and warrant that:

(a) the information contained in your Application is accurate, complete and truthful;

(b) you have the power to enter into and perform these terms and conditions and to comply with your obligations under them;

(c) you have in full force and effect the authorisations necessary for you to enter into these terms and conditions, to comply with your obligations and exercise your rights under them and to allow them to be enforced;

(d) your obligations under these terms and conditions are valid and binding and enforceable against you;

(e) these terms and conditions and your performance of your obligations under them do not contravene your constitution (if you are a company) or any law or regulation by which you are bound or cause a default under any agreement, undertaking or other obligation by which you are bound;

(f) you are not Insolvent;

(g) if you are an individual, you are at least 18 years old and an Australian or New Zealand resident;

(h) if you are a company, you have been incorporated as a company limited by shares in accordance with the laws of Australia or New Zealand, you are validly existing under those laws, your principal place of business is within Australia or New Zealand and none of your directors are Insolvent;

(i) if you are a registered body, your principal place of business is in Australia or New Zealand;

(j) you will not deal with Financial Products or use Services on behalf of third parties, unless you have disclosed to us that you are acting in the capacity as an intermediary; and

(k) if you are a trustee of a trust (including a trustee of a superannuation fund), your principal place of business is in Australia or New Zealand and you are indemnified out of the assets of the trust for all liabilities incurred in connection with these terms and conditions.

You acknowledge that you and each Authorised Person must follow our instructions in connection with a Service and comply with all applicable laws and the Rules.

21.6 You must act as principal or with authority

You must act:

(a) as principal; or

(b) as an intermediary on another's behalf. If you act as an intermediary you must be specifically authorised to deal with the Financial Products and use the Services by the terms of:

(i) a licence held by you;

(ii) a trust deed (if you are a trustee); or

(iii) an agency contract.

22 How do I maintain security over my Trading Account?

22.1 Security

You agree:

(a) to make reasonable efforts to maintain security over any computer or mobile device through which you log on to our Website;

(b) to keep your Log-on Password, Trading Password and Telephone Password confidential and not:

(i) disclose your Log-on Password, Trading Password and/or your Telephone Password to another person;

(ii) allow any other person to see you entering your User ID, Log-on Password or Trading Password;

(iii) allow any other person to hear you providing your Telephone Password to us;

(iv) record and carry your User ID, Log-on Password, Trading Password and/or Telephone Password with you (unless they are reasonably disguised);

(v) set your Telephone Password or change your Log-on Password, Trading Password and/or Telephone Password so as to use:

(A) your birth date;

(B) an alphabetical code which is a recognisable part of your name;

(C) sequential numbers (either ascending or descending), for example "1 2 3 4 5"; or

(D) all of the same numbers,

as your password or a part of your password;

(c) to ensure your Log-on Password and Trading Password are not the same or substantially similar;

(d) to ensure your Telephone Password and Trading Password are not the same or substantially similar;

(e) to change your Log-on Password, Trading Password and Telephone Password regularly;

(f) to comply with any security policies and procedures on our Website;

(g) that, where your User ID is used in conjunction with your Log-on Password, we will assume that you are the person seeking access to our Services and we will provide access to those parts of our Website for which our clients are required to log on;

(h) that, where a request is made to place an order, change your Trading Password, change your email address , or transfer money from your Settlement Account to your Linked Account via our Website using your User ID, Log-on Password and Trading Password, we can rely on that request without seeking any further confirmation from you;

(i) that, where a request is made to place an order, change a password (other than your Telephone Password) or your email address or transfer money from your Settlement Account to your Linked Account over the telephone with one of our client service consultants using your:

(A) User ID; and

(B) Telephone Password,

we can rely on that instruction without seeking any further confirmation from you. We may, in some circumstances, ask you certain security questions before proceeding with your request;

(j) to immediately call our client service consultants if you discover that your Log-on Password, Trading Password and/or Telephone Password have become known to or used by another person. Following such a call, we will immediately reset those passwords. To reset your Telephone Password, please send us a signed written request; and

(k) that we reserve the right to disable your account if we have reason to believe that there has been a security breach on your account.

22.2 Indemnity

You indemnify us, our employees, contractors, agents and Related Bodies Corporate for any loss arising directly or indirectly out of:

(a) our effecting a request to place an order, change your Trading Password, change your email address, or transfer money from your Settlement Account to your Linked Account and the request was received before you notified our client service consultants that your Log-on Password and/or Telephone Password have become known to or used by another person (including an Authorised Person, if applicable);

(b) your fraud or negligence or, where applicable, an Authorised Person's or joint account holder's fraud or negligence; and

(c) a breach of these terms and conditions (including this clause).

22.3 Liability

We will be liable for any loss, damage, Costs or expenses arising directly out of:

(a) our effecting a request to place an order, change your Trading Password, change your email address, or transfer money from your Settlement Account to your Linked Account if the request was received after you notified our client service consultants that your Log-on Password, Trading Password and/or Telephone Password have become known or used by another person (including an Authorised Person, if applicable); and/or

(b) fraud of our employees.

23 Can I give another person authority to act on my behalf?

23.1 Third party authority

You can give a third party authority over your E✳TRADE Sponsored Holding, Trading Account or Settlement Account by completing our Third Party Authorisation Form which is available on our Website. You can choose to give the Authorised Person either full or partial access.

If you provide the Authorised Person with full access, the Authorised Person will be able to do anything you are entitled to do, including:

(a) placing orders that will be recorded against your Trading Account;

(b) requesting the transfer of funds from your Settlement Account to your Linked Account;

(c) requesting information relating to your Trading Account and Settlement Account; and

(d) updating details in relation to the Trading Account or Settlement Account using our Website.

23.2 Partial access

If you provide the Authorised Person with only partial access, the Authorised Person will only be able to request information relating to your Trading Account and Settlement Account and E✳TRADE Sponsored Holding.

23.3 Acting on authority

Unless you inform us otherwise in writing, we can act at all times on the basis that the Authorised Person can act fully and effectively in all dealings in relation to your Settlement Account, your Trading Account and E✳TRADE Sponsored Holding. You are fully responsible for any Loss you may suffer as a result of the actions of any Authorised Person, including any instructions we may receive from the Authorised Person.

23.4 Cessation of authority

If you no longer want the Authorised Person to have authority or if that person dies or is for some reason incapacitated, please contact our client service consultants immediately so that we can assist you to revoke the authority.

24 Notices and communications

24.1 Notices and communications from you to us

Unless otherwise specified in these terms and conditions, notices and communications from you to us must be given through the Website or otherwise in the form we require from time to time.

Your notices and communications are effective from the time we in fact receive them, in legible form.

24.2 Notices and communications from us to you

Unless otherwise specified in these terms and conditions, we will send notices, communications, disclosure documents (including Financial Service Guides and Product Disclosure Statements), and any updates and supplements to the disclosure documents to you using the address, telephone number, email address or mobile phone number last notified, or via our Website. You authorise us to send notices, communications, disclosure documents (including Financial Service Guides and Product Disclosure Statements), and any updates and supplements to the disclosure documents to you electronically including by email, SMS or via our Website.

In some cases our notices and communications may be made by announcements in newspapers.

Unless otherwise specified in these terms and conditions, our notices and communications to you are effective:

(a) if delivered personally, at the time of delivery;

(b) if sent by post, 2 Business Days after posting;

(c) if sent by email or SMS, 4 hours after we send it unless we receive a delivery failure receipt; or

(d) if published in newspapers, at the time of publication or if posted on our Website, at the time of posting.

24.3 Notices and communications to joint accountholders

If you are joint accountholders, notices and communications sent to the contact details you have notified to us will be taken to be given to all of you.

25 Recording of telephone conversations

You consent to us recording our telephone conversations with you or an Authorised Person (and you confirm you are authorised to provide consent on behalf of the Authorised Person). We may use the recorded conversations or transcripts in any dispute in connection with our Services. If there is a dispute between us you have the right to listen to any recording of those conversations.

26 Contract Notes and statements

26.1 If you think there is a mistake

Subject to any applicable law, you should retain all Contract Notes and statements, and you must check them for accuracy as soon as you receive them. You must report an apparent mistaken or unauthorised transaction, or a transaction that does not reflect your orders, to us as soon as possible. Unless otherwise specified in these terms and conditions, if you do not report such a transaction to us within 24 hours of us providing the Contract Note or statement, then we are entitled to treat the Contract Note or statement as correct.

26.2 Reversals

We may cancel, reverse or debit any payment we make in connection with our Services and make any corresponding adjustments to an account:

(a) to correct a mistake;

(b) if we have not received cleared and unconditional funds in full or promptly;

(c) if we are required to return the funds to the relevant payer or drawer; or

(d) if we have other reasonable grounds for doing so.

26.3 Our records

Unless there is an obvious mistake, our records of an order, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them.

You acknowledge that we may destroy, erase or otherwise cease to maintain any records as we consider appropriate after such time as permitted by law.

27 Intellectual Property

The information and products you can access at or through our Website contain Intellectual Property belonging to us or our Service Providers or other third party licensors. You accept that you do not acquire any right, title or interest in that Intellectual Property.

You must not, without our prior written approval:

(a) use information or products accessed at or through our Website for a purpose other than a personal, non-commercial use; or

(b) reproduce, republish, broadcast or otherwise distribute that information or those products.

28 Privacy

28.1 Privacy and confidentiality

We will collect and use information about you during the course of your relationship with us. We explain below when and how we may collect, use and disclose this information.

It is important that the information we hold about you is up to date. You must let us know when information you have provided us has changed.

28.2 Collection, use and disclosure of information

We may use and disclose the information we collect about you for the following purposes:

(a) to assist in providing information about a product or service;

(b) to consider your request for a product or service;

(c) to enable us to provide a product or service;

(d) to tell you about other products or services that may be of interest to you;

(e) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;

(f) to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);

(g) to consider any concerns or complaints you raise against us and/or to manage any legal action involving us;

(h) to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);

(i) to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and

(j) as required by relevant laws, regulations, codes of practice and external payment systems.

28.3 Absence of relevant information

If you do not provide some or all of the information requested, we may be unable to provide you with a product or service.

28.4 Information required by law etc.

We may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (Personal Information) and why these laws require us to collect Personal Information are contained in our Privacy Policy and available on our Website.

28.5 Providing your information to others

We may provide your information to:

(a) any Related Body Corporate of us which may use the information to: carry out our functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;

(b) an organisation that is in an arrangement with us to jointly offer products and/or has an alliance with us to share information for marketing purposes (and any of its outsourced Service Providers or agents), to enable them or us to: provide you with products or services; and/or promote a product or service;

(c) any agent, contractor or Service Provider we engage to carry out or assist our functions and activities (for example, mailing houses or debt collection agencies);

(d) an organisation that assists us to identify, prevent or investigate fraud, unlawful activity or misconduct;

(e) regulatory bodies, Approved Market Operators, government agencies, law enforcement bodies and courts;

(f) other parties we are authorised or required by law or court/tribunal order to disclose information to;

(g) participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);

(h) other credit providers;

(i) mortgage insurers and any reinsurer of any such mortgage insurer;

(j) your guarantors (and intending guarantors) and any person who has provided security for your Loan;

(k) any person who introduces you to us;

(l) your referee(s);

(m) your employer;

(n) your joint borrower(s) or account holder(s); and

(o) your Authorised Persons, including your Adviser and Intermediary; your authorised agents; your executor, administrator or trustee in Bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you do not want us to tell you about products or services, phone us to withdraw your consent.

We may disclose information to recipients (including Service Providers and our Related Bodies Corporate) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in our Privacy Policy which is available on our Website.

28.6 Privacy Policy

Our Privacy Policy (available on our Website) contains information about:

(a) the circumstances in which we may collect Personal Information from other sources (including from a third party);

(b) how to access Personal Information and seek correction of Personal Information; and

(c) how you can raise concerns that we have breached the Privacy Act or an applicable code and how we will deal with those matters.

28.7 Collecting sensitive information

We will not collect sensitive information about you, such as information about your health, without your consent.

28.8 Personal Information you provide about someone else

If you give us Personal Information about someone else, please show them a copy of this clause so that they may understand the manner in which their Personal Information may be used or disclosed by us in connection with your dealings with us.

29 Anti-money laundering and sanctions

We may delay, block or refuse to process any transaction if we suspect that it:

(a) may breach any laws in any country;

(b) involves any person that is sanctioned or connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by Australia or any other country; or

(c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

We may give immediate notice to suspend or terminate the Services without incurring any liability.

You must provide us with all information and documentation we reasonably require in order to:

(d) confirm your identity;

(e) manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk; and

(f) to comply with any laws in Australia or any other country.

You authorise the use and disclosure of any information provided by you to us or concerning you to:

(g) any law enforcement, regulatory agency or court if required by law; and

(h) to any external agency we may use for electronic verification of your identity.

30 Your Tax File Number and Australian Business Number

Accounts earning interest in a tax year (such as your Settlement Account) may be subject to Tax File Number (TFN) legislation. You are not required by the law to provide your TFN, Australian Business Number (ABN) or advise us that you are eligible for an exemption from providing your TFN or ABN. However, if you choose not to do so, we are required to deduct withholding tax from any interest earned unless you are in an exempt category. Withholding tax is calculated at the highest marginal tax rate plus the Medicare levy.

If you provide us with your TFN, ABN or exemption, you authorise us to share this information with ANZ, our Service Providers, the share registries where you hold Financial Products and the ASX and Chi-X for use in CHESS in order to manage your taxation affairs.

We will preserve the confidentiality of your TFN in accordance with the Privacy Act.

31 Payment

You must make payments under these terms and conditions:

(a) at the place and in the manner reasonably required by us;

(b) unless the contrary intention appears, by close of business local time in the place where payment is to be made;

(c) in the currency we ask or (if no request is made by us) in the currency in which the obligation is incurred; and

(d) in immediately available funds and without set-off, counter claim, condition or, unless required by law, deduction or withholding.

If a law requires you to deduct or withhold an amount from a payment to us in respect of taxes you must pay an additional amount to us so that after making the deduction or withholding we receive the amount we would have received if no deduction or withholding had been required.

32 Set-off

Except where prohibited by law, we may set off amounts owing by us to you against amounts owing by you to us.

33 Calculations

When we determine amounts under or in connection with these terms, we will make calculations to at least two decimal places, except in the case of shares or other securities, which may be rounded down to the nearest whole number at our discretion.

34 Variation

34.1 Our right to vary these terms and conditions

(a) We may, by giving you prior notice, change these terms and conditions. The change takes effect from the time such notice is effective.

(b) Without limiting paragraph (a), we may change these terms and conditions without prior notice if we consider it is appropriate for legitimate business, prudential or regulatory reasons.

34.2 Variations required by Approved Market Operator

An Approved Market Operator, ASX Clear or ASX Settlement may from time to time amend the minimum prescribed terms in relation to the Services provided under these terms and conditions.

If they do, and the amended terms are inconsistent with these terms and conditions or these terms and conditions do not contain a required provision, these terms and conditions will apply as if they included those amended terms.

We will provide you with a copy of the amended terms and conditions as soon as practicable after the amended terms are prescribed by an Approved Market Operator, ASX Clear or ASX Settlement.

34.3 Variations to Exchange Traded Options Contracts

From time to time ASX may announce an adjustment to an Exchange Traded Options Contract specification by varying the contract size, exercise price, expiry date, number of contracts and the underlying security. It is your responsibility to know about an adjustment to an Exchange Traded Options Contract that you trade.

35 Assignment

35.1 No assignment by you

You may not assign or transfer all or any part of your rights or obligations under these terms and conditions without our prior written consent.

35.2 Assignment or novation by us

Except where these terms and conditions provide otherwise, we may assign or transfer all or any part of our rights or obligations under these terms and conditions without your consent if we consider it is appropriate for legitimate business, prudential or regulatory reasons.

The assignment or transfer takes effect from when we notify you or from the date specified in the notice, whichever is later.

If we transfer an obligation, you agree to release us from that obligation from the time the transfer takes effect.

You must promptly execute any document, and do anything else, we reasonably require in order to give effect to this clause.

36 Effect of legislation

Any present or future legislation which varies our obligations in these terms and conditions, so as to adversely affect our rights, powers or remedies is excluded, except to the extent that its exclusion is prohibited by law.

37 Void or unenforceable terms

If a court or any other tribunal or authority finds any of these terms and conditions to be void or unenforceable, the remaining terms and conditions continue to apply.

This clause has no effect if it would alter the basic nature of these terms and conditions or is contrary to public policy.

38 Unfair contract terms

If any law relating to unfair contract terms would otherwise make a provision of these terms and conditions void, that provision is to be read down and construed as if it were varied, to the minimum extent necessary, so that the law does not make the provision void.

This clause applies before any other reading down or severance provision in these terms and conditions.

39 Exercise of discretions

We reserve the right not to accept an Application.

We may exercise a right, power or remedy under these terms and conditions in any way we consider appropriate, including by imposing conditions.

If we do not exercise a right, power or remedy fully or at a given time, we can still exercise it later.

We will act reasonably and be guided by our legitimate business interests in deciding whether and how to exercise any discretion we have under these terms and conditions.

Our rights, powers and remedies under these terms and conditions:

(a) are in addition to other rights and remedies given by law independently of these terms and conditions;

(b) do not merge with and are not adversely affected by any other Security Interest and may be executed independently or together with any rights or remedies including under any other Security Interest; and

(c) may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise.

Our rights and remedies under these terms and conditions may be exercised by any of our authorised employees or any other persons we authorise.

40 Indemnities

Each indemnity in these terms and conditions is a separate, independent and continuing obligation and survives termination of these terms and conditions. It is not necessary for anyone to incur any expense or do anything else before enforcing it.

To the extent an indemnity is expressed to be for the benefit of an indemnified party other than us (a third party), we hold the rights of the third party under this indemnity as trustee for the third party and may enforce the indemnity on behalf of the third party or the third party may enforce the indemnity directly against you.

41 Governing law

The law in force in New South Wales governs these terms and conditions and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

42 Definitions

ADI means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

ANZ means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

The **ANZ Retail Index Rate** is the rate identified as such and published on ANZ's website and each week in the Australian Financial Review or, in the event that such rate is not published, any successor rate specified or on our Website or as otherwise notified to you in writing.

Application means your application for the Services.

Approved Market means:

(a) the ASX Market;

(b) the Chi-X Australia Market; and

(c) any other market that we determine is an Approved Market.

Approved Market Operator means the operator of an Approved Market.

ASIC means the Australian Securities and Investments Commission.

ASX means the ASX Limited ACN 008 624 691.

ASX BookBuild has the meaning given in the Rules.

ASX Clear means ASX Clear Pty Limited ACN 001 314 503.

ASX Clear Operating Rules means the operating rules and procedures of ASX Clear.

ASX Operating Rules means the operating rules and procedures of ASX.

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532.

Australian Government Bonds means a Government Bond Depositary Interest over Exchange-traded Treasury Bonds or Exchange-traded Treasury Indexed Bonds.

Australian Securities includes the following securities that are able to be traded on an Approved Market:

(a) equities;

(b) exchange traded fund securities;

(c) interest rate securities or debt equities;

(d) Australian Government Bonds or interests in them.

A complete list of the types of Australian Securities that you may trade under these terms and conditions is available on our Website or on request from us.

Authorised Person means a person authorised by you in writing and notified to us, as your representative for the purposes of these terms and conditions. If you want to change an Authorised Person or the scope of their authority you must notify us. The change is effective 20 Business Days after we accept your notification.

Bankrupt has the meaning it has in the Settlement Rules.

Bid has the meaning given in the *ASIC Market Integrity Rules (ASX Market) 2011*.

BookBuild Issuer has the meaning given in the ASX Operating Rules.

BookBuild Price has the meaning given in the ASX Operating Rules.

Broker means any Service Provider we select to execute your orders in International Securities in accordance with these terms and conditions and published on our Website, and includes any market participant through which the Service Provider executes the orders. We may change the Broker without notice to you. If we do change the selected Broker, we will endeavour to select a like financial institution to the outgoing broker.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which ADIs are open for general banking business in Sydney and Melbourne.

Certificated International Securities means International Securities for which a share certificate is issued in a person or entity's name to evidence ownership of the shareholding.

CHESS means the Clearing House Electronic Subregister System which is operated by ASX Settlement.

CHESS Financial Product means any Financial Product that can be held in CHESS.

CHESS Sponsorship Terms means the terms and conditions which describe the basis on which we will sponsor your CHESS Financial Products in CHESS.

Chi-X means Chi-X Australia Pty Ltd ACN 129 584 667.

Clearing Participant means a person admitted by ASX Clear as a participant under the ASX Clear Operating Rules.

Conditional Order means an instruction to place an order when the Trigger is satisfied.

Contract Note means the confirmation note we send to you confirming that your trade has been executed.

Corporate Action means an event initiated by the issuer of Financial Products that:

(a) affects holdings of those Financial Products, for example a bonus issue; or

(b) results in holders of the Financial Products receiving cash, for example payment of a dividend or distribution.

Corporations Act means the *Corporations Act 2001* (Cth).

Corporations Regulations means the *Corporations Regulations 2001* (Cth).

Costs includes costs, charges and expenses including those in connection with legal advisers.

Criteria means a combination of data provided to us relating to a Financial Product to be bought or sold under a Conditional Order. The Criteria must include details of the Exchange Code, a quantity, Limit Price, action to be taken, and in some instances details relating to market volumes or timing. The Criteria must relate to the Financial Product that is the subject of the Conditional Order.

Custodian means ETRADE Australia Securities Ltd, ACN 078 174 973, AFSL No.238277 or any Service Provider we select to hold your International Securities in accordance with these terms and conditions and published on our Website and a reference in these terms and conditions to Custodian includes a reference to a Sub-custodian.

Electronic Equipment means any electronic equipment including an electronic terminal, computer, television, fax machine, telephone or mobile telephone.

E*TRADE Sponsored Holding means the Sponsored Holding that has the Holder Identification Number(s) listed in the HIN Schedule and for which we act as your Sponsoring Participant.

Exchange Traded Option means an options product that is able to be traded on an Approved Market.

Exchange Traded Options Contract means the contract that is formed when we execute your order to buy or sell an Exchange Traded Option.

Exchange Traded Options Service means the services provided under these terms and conditions in relation to Exchange Traded Options.

Exchange Traded Options Service Terms means terms and conditions which are applicable to the Exchange Traded Options Service.

Fees means our brokerage, fees, charges, commissions and taxes for the provision and use of the Services as specified in our FSG or on our Website or as otherwise notified to you in writing.

Financial Products means any product that is able to be traded on an Approved Market or a Nominated Market and includes Australian Securities, Warrants, Exchange Traded Options and International Securities .

FSG means our current Financial Services Guide from time to time, including any current supplementary Financial Services Guide. A copy of our FSG is available on our Website.

Global Shares Service means the services provided by us in relation to International Securities under these terms and conditions.

Government Bond Depositary Interest has the same meaning as in the ASX Operating Rules.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

HIN Schedule means the document provided by us to you (either before or after the date of the Application) listing the Holder Identification Number(s) for the E*TRADE Sponsored Holdings.

Holder Record has the meaning it has in the Settlement Rules.

Holder Record Lock has the meaning it has in the Settlement Rules.

A person is **Insolvent** if:

(a) they are (or state that they are) an insolvent under administration or insolvent (each as defined in the Corporations Act);

(b) they are in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to their property;

(c) they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by a secured party);

(d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 14 days), resolution passed, or any other action taken, in each case in connection with that person, in respect of any of (a), (b) or (c) above;

(e) they are taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;

(f) they are the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or they make a statement from which a secured party reasonably deduces it is so subject);

(g) they are otherwise unable to pay their debts when they fall due; or

(h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Intellectual Property means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

International Securities means Financial Products as determined by us which can be traded on a Nominated Market.

Investment Cap has the meaning given in the ASX Operating Rules.

Lender means the lender under a Loan.

Limit Price means a price order for a Financial Product under a Conditional Order.

Linked Account means an account in the same name as the name in which you have applied for the Services and with a financial institution approved by us.

Loan means an investment loan from a financial institution that has been approved by us for use in meeting your payment and delivery obligations under these terms and conditions.

Log-on Password means a password made up of numbers and letters which you need to access certain parts of our Website.

Mandatory Corporate Action means a Corporate Action in which participation is not discretionary and affects all holders of a security or class of security.

Market Integrity Rules means the Market Integrity Rules made by ASIC for each Approved Market and the *ASIC Market Integrity Rules (Competition in Exchange Markets) 2011*.

Market Transaction means a transaction in respect of Financial Products entered into on a trading platform or reported to an Approved Market Operator or an operator of a Nominated Market under the Rules.

Nominated Market means a market other than an Approved Market that is nominated by us from time to time as being a market on which we will accept orders. A list of Nominated Markets is available on our Website

Open Contract means an Exchange Traded Option Contract between us and ASX Clear which is registered with ASX Clear.

our, us or we means ETRADE Australia Securities Ltd, ACN 078 174 973, AFSL No.238277, its Related Bodies Corporate and its successors and assigns.

Overdue Rate means the ANZ Retail Index Rate plus a margin of 2% p.a.

Participant Sponsored Holder has the meaning it has in the Settlement Rules.

Partly Paid Securities has the meaning given in the ASX Operating Rules.

PDS means the current Product Disclosure Statement for the Exchange Traded Options Service from time to time, including any current supplementary Product Disclosure Statement. A copy of the PDS is available on our Website.

Personal Information has the meaning given in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth).

Related Body Corporate has the meaning given in the Corporations Act.

Rules means the Market Integrity Rules, the Settlement Rules, the ASX Clear Operating Rules, the ASX Listing Rules, and the operating rules of each Approved Market, and includes all procedures and appendices. In the case of a Nominated Market, "Rules" means all laws and other rules applicable to the operation of the Nominated Market and relevant clearing or settlement facility. In the case of Australian Government Bonds, "Rules" includes the terms and conditions specified in the relevant Investor Information Statement.

Securities means Australian Securities and International Securities.

Securities Service means the services provided by us in relation to the execution, clearing and settlement of Australian Securities under these terms and conditions.

Security Interest has the meaning it has in the *Personal Property Securities Act 2009* (Cth).

Service Provider means each third party service provider whose services we use to provide the Services to you or any person appointed by us to fulfil certain of our obligations under these terms and conditions.

Services means the services we provide to you under these terms and conditions including, or in respect of, the following:

(a) Conditional Orders;

(b) Tax Tools and Smart Alerts;

(c) Warrants;

(d) Securities Service;

(e) Exchange Traded Options Service;

(f) Global Shares Service;

(g) ASX BookBuild;

(h) CHESS Sponsorship (unless you have elected to be sponsored by a third party);

(i) Partly Paid Securities; and

(j) Settlement Account.

Settlement Account means the account referred to as such in clause 8.

Settlement Date means the date described in the Contract Note by which an order is scheduled to settle. This is the date by which the seller is required to deliver the Financial Products, and by which the buyer is required to pay for the Financial Products, the subject of the order.

Settlement Rules means the Operating Rules and procedures of ASX Settlement.

Smart Alerts means the service described as such in these terms and conditions and on our Website.

SMS means short messaging service which you can receive through your mobile telephone.

Sponsored Holding means a holding of CHESS Financial Products in CHESS which may be sponsored by us or another person.

Sponsoring Participant has the meaning it has in the Settlement Rules.

Standard Settlement Instructions means the standard instructions for payments and settlements in connection with these terms and conditions notified by you to us.

Sub-custodian means any direct or indirect sub-custodian of a Custodian.

Subposition has the meaning it has in the Settlement Rules.

Subscription Period means the period in which you commit to subscribe to the Tax Tools Service.

Tax Tools means the Tax Tools Service described in these terms and conditions and on our Website.

Telephone Password means a password made up of numbers and letters which you need to quote to obtain any Services from our client service consultants over the telephone.

Trading Account means the account that we use to record your holding of Financial Products under these terms and conditions and includes:

(a) all Financial Products held in your E*TRADE Sponsored Holding; and

(b) all Financial Products held by the Custodian (including through a Sub-custodian) for you.

Trading Participant has the meaning given in the ASX Clear Operating Rules.

Trading Password means a password made up of numbers and letters which you need to place a trade through us using our Website.

Trigger means the Criteria that must be satisfied to buy or sell Financial Products under a Conditional Order.

User ID means the user identification number we provide to you to enable you to access our services.

Voluntary Corporate Action means a Corporate Action in respect of which you must elect to participate within a timeframe specified by the issuer or the appropriate share registry. Voluntary Corporate Actions may include partial take overs, share purchase plans, shareholder benefit plans and dividend reinvestment plans.

Warrant has the meaning given in the ASX Operating Rules.

Warrant-Issuer has the meaning given in the ASX Operating Rules.

Website means the E*TRADE Australia website, which can be found at www.etrade.com.au, or such other location as we nominate from time to time and includes the active trader platforms.

Wholesale Client has the meaning given in Chapter 7 of the Corporations Act.

you means each person identified as the client on the Application. In relation to joint accountholders, "you" means each of them separately, and every 2 or more jointly.

43 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in these terms and conditions:

(a) the singular includes the plural and vice versa;

(b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);

(c) a reference to a document also includes any variation, replacement or novation of it;

(d) the meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or similar expressions;

(e) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;

(f) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

(g) a reference to dollars, $ or A$ is a reference to the currency of Australia;

(h) a reference to "law" includes common law, principles of equity and legislation;

(i) a reference to any legislation or Rule includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;

(j) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);

(k) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;

(l) an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually;

(m) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;

(n) a reference to any thing (including an amount) is a reference to the whole and each part of it;

(o) a requirement for us to give you a notice or any other information in writing may be done by means of an electronic communication or by displaying information on our Website; and

(p) a reference to a time of day is a reference to Sydney time.

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