



TAYLOR COLLISON

Sharebrokers and Investment Advisers
www.taylorcollison.com.au

Australian Financial Services License No 247083
ABN 53 008 172 450

New Client Booklet

Taylor Collison's New Client Booklet contains the following:

- PART A** – Financial Services Guide (FSG), an important document and regulatory requirement under the Corporations Act, 2001, (incorporating privacy statement).
- PART B** – Taylor Collison Terms and Conditions.
- PART C** – Clearing Participant's Direct Debit Terms and Conditions
- PART D** – Taylor Collison's CHESS Sponsorship Terms and Conditions.
- PART E** – Clearing Participant's Disclosure Statement.
- PART F** – Clearing Participant's Financial Services Guide
- PART G** – Clearing Participant's Privacy Statements.

Date of Issue March 2019.

All details and information in this New Client Booklet are current as at the date of issue.

We will publish any minor changes to the New Client Booklet on our website www.taylorcollison.com.au.

We will update the New Client Booklet if there are material changes or as required by law.

ADELAIDE

Level 16, 211 Victoria Square Adelaide, South Australia, 5000. G.P.O. Box 2046, Adelaide, South Australia, 5001.

Telephone: 08 8217 3900 Facsimile: 08 8231 3506 Email: broker@taylorcollison.com.au

SYDNEY

Level 10, 167 Macquarie Street Sydney, New South Wales, 2000. G.P.O. Box 4261, Sydney, New South Wales, 2001.

Telephone: 02 9377 1500 Facsimile: 02 9232 1677 Email: sydney1@taylorcollison.com.au

PART A

Financial Services Guide (FSG)

This FSG provides you with information about Taylor Collison Limited ("Taylor Collison", "we", "us" or "our") to help you decide whether to use the financial services we offer.

The FSG includes information about:

1. who we are and how we can be contacted
2. the services we offer
3. how we are remunerated
4. potential or actual conflicts of interest
5. our internal and external complaints handling procedures and how you can access them
6. our privacy statement; and
7. relationships and associations that we have.

This FSG relates only to financial services provided by Financial Services Representatives of Taylor Collison Limited and our Representatives to retail investors.

1. Who is Taylor Collison and how can we be contacted

Taylor Collison is a holder of an Australian Financial Services Licence (AFSL #247083) and is a Trading Participant of more than one Relevant Exchange, including the Australian Securities Exchange and CHI-X.

As a participant of these relevant exchanges, all transactions are subject to the ASIC Market Integrity Rules and the regulatory directions, decisions and requirements of the Relevant Exchanges, collectively the "Regulatory Rules".

Taylor Collison was established in 1928 and provides a broad range of advisory and execution services to a diverse client base.

Taylor Collison Limited is licensed to provide financial services under the Corporations Act 2001. You should also note that Taylor Collison is obligated under the Anti-Money Laundering and Counter Terrorism Financing Act not to execute any trades for a client unless the client has been properly identified and verified to our satisfaction. Taylor Collison is a Sponsoring Broker in the Clearing House Electronic Sub-Register System (CHES) operated by ASX Settlement Corporation.

Our contact details are as follows:

Taylor Collison Limited, Level 16, 211 Victoria Square Adelaide SA 5000 Ph: +61 8 8217 3900

2. The Services We Offer

Taylor Collison is a specialist provider of stockbroking services. We provide transactions execution and settlement services, supported by research and other advice:

- Access to fixed interest securities and managed funds
- Access to non-standard and standard margin lending facilities
- Access to short-selling facilities
- Access to IPO's and other capital raisings
- Portfolio Management Services
- Assistance with deceased estates and off-market transfers
- Portfolio advice and reviews
- Depending on your requirements, advice personalised to your objectives, situation and needs, or general advice based solely on the investment or trading merits of the particular product.
- Direct trading in domestic Equities, warrants and debt securities on ASX
- Direct trading in Equities and warrants on CHI-X
- Access to trading in international securities traded on recognised overseas exchanges

Our corporate finance division, TC Corporate Pty Ltd (an authorised representative of Taylor Collison), provides advisory services in relation to mergers and acquisitions, business divestments and restructuring, company IPO's, rights issues, placements, financing, capital management and corporate governance.

Taylor Collison is authorised to give advice (both general and personal) and deal in:

- Basic and non-basic deposit products
- Foreign exchange contracts
- Managed investment schemes
- Retirement savings accounts
- Superannuation
- Derivatives (limited)
- Government debentures, stocks and bonds
- Managed investment warrants
- Securities
- Margin lending facilities

Taylor Collison is authorised to deal in foreign exchange contracts in order to facilitate settlement of international transactions, and to provide custodial services. The custodial services however are usually incidental to our dealing services.

2.1 Statement of Advice

In addition to this Guide, you may receive a Statement of Advice (SOA) from us when we provide you with personal advice (unless the advice is Further Advice). Personal advice is advice which takes into account your investment objectives and financial situation. An SOA is a written record of the advice provided by us to you, and includes information about fees, commissions and associations that may have influenced our advice. SOA's are only relevant in the context of personalised advice.

Further Advice is personal advice that is provided on an ongoing basis. If we provide you with Further Advice, we will not give you an SOA, but you can request a copy either verbally or in writing of the Record of Advice (ROA) up to 7 years after the advice was given.

A record of your 'relevant personal circumstances' will be maintained and a SOA, detailing these personal circumstances and any agreed investment strategy and advice, will be provided to new retail clients. Thereafter, a new SOA will only be provided if you advise that your circumstances have changed materially.

2.2 Client responsibilities and personalised advice

You need to provide us with details of your personal objectives, risk profile, current financial situation and any other relevant information, so that we can offer you the most appropriate advice possible.

You have the right not to provide this information. However, if you choose not to provide any or all of the information requested, the advice you receive from us will be limited accordingly and may not be appropriate to your needs, objectives and financial situation. In these circumstances you should consider the appropriateness of our advice in the light of your own objectives, financial situation or needs prior to making any scaled advice investment decision.

2.3 Product Disclosure Statement

If we recommend to you a particular financial product (other than listed securities), you may receive a Product Disclosure Statement prepared by the financial product issuer. This document contains significant information necessary for you to make an informed decision about that product.

2.4 Personal Financial Product Advice

In order to provide you with personal advice you will need to provide us with details of your personal investment objectives and current financial situation. We can then make recommendations that are appropriate for your personal investment profile. The provision of this information is voluntary. Naturally, if you do supply this information, it will be strictly confidential. Should you choose not to provide this information, then you are acknowledging and accepting that any advice you receive will be based on our consideration of the investment opportunity or the financial product alone (general advice) and without reference to its appropriateness to your investment objectives, financial situation and particular needs. Under these circumstances it would become your responsibility to assess the appropriateness of any advice to your particular circumstances before acting upon it.

2.5 Who is Responsible for the Financial Services Provided?

Your Adviser will be acting on our behalf. Taylor Collison is responsible for the financial services provided to you.

When providing advisory services, dealing or other services to you, we will be acting on your behalf as your agent. From time to time we may even be acting as agent for another client who is the counterparty to your transaction. Rarely we may act 'as principal' on our own account on the other side of the transaction with you, and in such circumstances we can not charge you brokerage. We may also accumulate and price-average a number of transactions on one Confirmation. We will seek your consent to these scenarios and may ask you to sign acknowledgments or consents.

When your Adviser or Taylor Collison, its directors and/or employees collectively hold a significant interest in a financial product recommended to you, this interest will be disclosed prior to you entering the transaction.

2.6 Limitations of Research

The research undertaken by stockbrokers is basically the opinion of specialist analysts. It can never be guaranteed, is only valid for a limited time and is often subject to market movements. For example, for short term investors a buy recommendation could turn into a sell recommendation where the market price of a stock appreciated by a small amount. Past performance is not a reliable indication of future performance.

For a prospective longer term investor this market movement may not be significant, although a larger movement might be. The mere fact that a stock is recommended by an analyst as a Buy or Hold does not necessarily mean that the stock is a suitable investment for you and you should consult with your Adviser before acting on any research report.

2.7 Best Execution

When you trade through Taylor Collison, we will always seek to achieve the best outcome for you when handling and executing your orders. For more information please visit our website, and review the Best Execution Policy.

2.8 General Risk Disclosure

Guidance for investors

We will endeavour to explain to you any significant risks of investments and strategies which we recommend to you. If we do not do so, you should ask us to explain those risks to you.

General investment risks

Generally, there are a number of inherent risks associated with any investment in the stock market. These include, but are not limited to, movements in domestic and international markets, the current and future economic environment, company liquidity, investor sentiment, interest rates and market volatility.

Market traded products in common with all other asset classes (e.g. real property and government bonds) can decline in value as well as appreciate. The measure of this change in value is often referred to as volatility. That is the more the value varies over time, the more volatile the asset is and therefore the more risk involved in investing in it. In general the less volatile an asset is, the less likelihood there is for any significant short term capital gain or loss from investing in that asset.

Market traded products are generally more volatile than other asset classes, however, the markets for other asset classes are not as efficient or transparent as the stock market in terms of the information available to investors and the process for continuously determining and making public the real market value of the particular asset.

For this reason the real volatility of those other assets is often not fully appreciated. In general, the risks of investing in market traded products can be categorised in the following manner. (Please note that the list below does not purport to be complete, as it would not be feasible to list all the possible risks in each category).

(a) Overall Market Risks

The risk of loss by reason of movements in the share market generally. These can be caused by any number of factors including political, economic, taxation or legislative factors. Specific examples are changes in interest rates, political changes, changes in taxation or superannuation laws, international crises or natural disasters.

(b) Domestic versus International Factors

The vulnerability of a given company to international events or market factors. These would include movements in exchange rates, changes in trade or tariff policies and changes in other stock or bond markets.

(c) Sector Specific Factors

These would include demand for the product the company produces, commodity prices, the economic cycle of industry, changes in consumer demands, lifestyle changes and changes in technology.

(d) Stock Specific Factors

These would include the company's directors, the strength of the company's management and the significance of any key personnel, the company's profit history, the company's tangible asset base, debt level and fixed cost structure, litigation, profits or losses on particular contracts, drill results, competition from within the sector, and whether the company already has a profitable business or whether it is exploring for resources or is developing a new product.

3. How we are remunerated

3.1 Brokerage

When securities are bought or sold, brokerage is charged as a percentage of the total consideration. Our brokerage rates are largely dependent on the type and level of service required, and the size and frequency of transactions. Your Adviser will inform you of your brokerage rate. We have a minimum brokerage charge of \$100 (the rates and minimum charge quoted exclude GST). You may also have to pay GST on brokerage. The applicable brokerage rate will be disclosed in your Statement of Advice (SOA), and on your confirmation.

3.2 Fixed Interest

We may receive commissions and/or handling fees from financial institutions with whom we place funds. The interest rates quoted to you at the time of dealing are net of those commissions.

3.3 Portfolio Management, Administration & Capital Gains Tax (CGT) Reporting Services

Our Portfolio Management, Administration and Capital Gains Tax Reporting services provide a range of administration, tax and investment reporting functions which are designed to ease the workload and enhance overall performance.

Ongoing fees are charged for the above service(s) calculated as a percentage of the worth of your portfolio. For example, if you were using the Portfolio Management Service and agreed a rate of 0.825% (incl GST) with your advisor, the annual fee for a \$600,000 portfolio would be \$4,950 (GST inclusive). Your transactional brokerage rate may be reduced from the standard rate when using one of these services.

There are three levels of services and fees charged will depend on the level of service chosen and the complexity of your portfolio. Minimum annual fees apply to the above services. A one off establishment fee may also apply to new accounts.

3.4 Advisers

Our employees and directors may receive salaries, bonuses, commission and other benefits from us. Advisers receive a percentage share of the commission/fees and other benefits earned by Taylor Collison. This percentage varies depending on the nature of the activity and the Financial Product, but typically ranges from 20%-50% of the fees.

3.5 Corporate Services

TC Corporate Pty Ltd earns retainers and other payments in relation to the provision of corporate services.

3.6 Referrals

Where you have been referred to us by a third party such as a financial planner, accountant or other professional, we may pay an introductory fee or commission rebate in relation to that referral. The fee or commission paid in respect of the referral depends on the particular circumstances of the arrangement with the third party.

3.7 Further Information

Where we provide you with personal advice (this may be provided orally), the actual amount of commissions or other benefits that would be earned by us or your Adviser, if you act on the advice, will be detailed in the SOA or noted in the ROA.

3.8 Associations between Taylor Collison and Financial Product Issuers

Taylor Collison acts in its own capacity when recommending financial products to clients. Taylor Collison is not owned or controlled by any product issuer, nor is it bound to recommend a certain product over another to you.

3.9 Trust Account

Our Clearing Participant is required by law to maintain a trust account on your behalf in order to hold funds which are to be used for your share trading account. Our Clearing Participant will retain any interest that may be earned on this account.

4. Potential Conflicts of Interest – Disclosure

You acknowledge that we may execute buy and sell orders for you in circumstances where we or our associates:

- hold a principal position or deal, in the Financial Products;
- provide similar services to other persons in relation to the Financial Products;
- are allocated a sale or purchase of Financial Products when we have an unexecuted order on the same terms from you;
- sponsor or underwrite a new issue involving the Financial Product;
- have material price sensitive information relating to Financial Products where the individuals processing your order are prevented from knowing or taking into account such information by reason of Chinese Walls; or
- have a potential conflict of interest of which you are not aware and which we are unable to disclose to you.

5. Complaint Handling Procedures

Taylor Collison is committed to providing a high standard of client service and to maintaining its reputation for honesty and integrity. If you have a complaint about the service provided to you, you should take the following steps:

1. Firstly, contact your Adviser and discuss your concerns.
2. If your concerns are not resolved to your satisfaction, please contact our Complaints Manager on 08 8217 3900 or put your complaint in writing and send it to our Complaints Manager, Level 16, 211 Victoria Square SA 5000. We will endeavour to resolve your complaint fairly and in a timely fashion.
3. If the complaint is not resolved to your satisfaction, you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA), of which Taylor Collison is a member.

AFCA can be contacted on
Telephone: 1800 937 678
Facsimile: (03) 9613 6399
Website: www.afca.org.au
Email: info@afca.org.au
Mail: GPO Box 3, Melbourne VIC 3001

5.1 Compensation Arrangements

Taylor Collison Limited holds a Professional Indemnity Insurance Policy, which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act and section D of ASIC Regulatory Guide 126. Subject to the terms and conditions, the Policy provides cover for the provisions of products and services under AFSL 247083 by Taylor Collison Limited and civil liability resulting from third party claims concerning the professional services provided by Taylor Collison and its employees and representatives. This policy continues to provide coverage for past employees and representatives in respect of professional services performed whilst engaged by Taylor Collison, subject to ASIC Regulatory Guidelines regarding time limits. Taylor Collison Limited is also a member of the Financial Ombudsman Service.

6. Privacy Statement/Policy - Privacy of your personal information

Privacy principles

We are bound by the Australian Privacy Principles (APPs) and will provide you with financial services in a secure and confidential manner. This policy applies to information collected by Taylor Collison (and its related bodies). In it we advise how we collect and use personal information provided by you in accordance with the Privacy Act.

Personal Information

We may ask you to provide personal information such as your name, date of birth, phone number, address, email address, bank details and TFN. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information or communicate with our customer support.

We will only collect and use personal information about you:

- To provide you with products, services or information that you might request or reasonably expect
- To manage our rights and obligations under applicable laws and regulations
- To conduct research, planning, product development, risk assessment and marketing
- For other purposes required or authorised by law.

Failure to provide the personal information referred to above may expose you to higher risks in respect of the recommendations made to you and may affect the adequacy or appropriateness of advice we give to you. It may also prevent or restrict our ability to provide particular services to you.

Collection Policies

We will not collect any personal information about you except when you have knowingly provided that information to us or authorised a third party to provide that information to us.

Generally, your personal information will be collected in either a face-to-face interview, over the telephone, or by way of a client engagement form. From time to time, additional and/or updated personal information may be collected through one or more of those methods.

We will collect, maintain and use personal information about you to provide the services you have requested, including:

- making securities and investment recommendations;
- portfolio services;
- advice in relation to options, warrants and other derivative products;
- equity financing (margin lending);
- reviewing securities and investment recommendations.

Any Law that Requires the Particular Information to be collected

We are required by law to collect certain information to open accounts (e.g.: AUSTRAC AML/CTF Act 2006, Corporations Act, 2001 and the operating rules of the ASX Group).

Disclosure Policies

We will not use or disclose Personal Information collected by us for any purpose other than:

- the purposes for which it was provided or secondary related purposes in circumstances where you would reasonably expect such use or disclosure; or,
- where you have consented to such disclosure; or,
- where the Australian Privacy Principles (APPs) authorise use or disclosure where required or authorised under law, in circumstances relating to public health and safety and in connection with certain operations by or on behalf of an enforcement body.

For the purposes we have described, we may disclose your personal information:

- to our suppliers (including service and content providers), third party clearers, contract and service providers, professional advisers, dealers and agents;
- other parties involved in the administration of your investments including stock exchanges, product issuers, investment registries or mailing houses

We are required under the Rules and Regulations of the Relevant Exchanges to make certain information available for inspection to ensure ongoing compliance. This may involve the disclosure of your personal information. We are also obliged, pursuant to the Corporations Act 2001, to maintain certain transaction records and make those records available for inspection by the Australian Securities and Investments Commission (ASIC) and AUSTRAC.

We may use the personal information collected from you for the purpose of providing you with material such as articles that may be of interest to you, however you may request not to receive such information and we will comply with that request.

Document Storage and Security Policies and Practices

Your personal information is generally held in your client file or a computer database. We will at all times seek to ensure that the personal information collected and held by us is protected from misuse, loss, unauthorised access, modification or disclosure. At all times your personal information is treated as confidential and any sensitive information is treated as highly confidential. All computer-based information is protected through the use of access passwords on each computer. Data is backed up each evening and stored securely off-site.

In the event you cease to be a client of this organisation, any personal information which we hold about you will be maintained in a secure storage facility for a period of seven years in order to comply with legislative and professional requirements, following which time hardcopy information will be destroyed.

Gaining Access to Your Personal Information

You may at any time, by contacting us by any of the methods detailed below, request access to your personal information and we will provide you with access to that information either by providing you with copies of the information requested, allowing you to inspect the information requested or providing you with an accurate summary of the information held. Access to this information will be granted a reasonable time after the request is made. We will, prior to providing access in accordance with this policy, require you to provide evidence of your identity. If particular circumstances apply, we are permitted by the Privacy Act to deny your request for access, or limit the access we provide. In the event we refuse you access to your personal information, we will provide you with a written explanation for that refusal.

Information Access and Correction Policies and Procedures

We will endeavour to ensure that, at all times, the personal information about you that we hold is up to date and accurate. In the event that you become aware, or believe, that any personal information which we hold about you is inaccurate, incomplete or outdated, you may contact us by any of the methods detailed below and provide to us evidence of the inaccuracy or incompleteness. We will, if we agree that the information requires correcting, take all reasonable steps to correct the information a reasonable time after the request is made.

If we do not agree that your personal information requires correcting, we must, take reasonable steps to ensure that whenever your personal information is accessed or handled in the future, it is apparent that you are not satisfied as to the accuracy or completeness of that information. If we do not agree that your personal information requires correcting, we will provide you written explanation for that refusal.

We will endeavour to respond to any request for access within 14-28 days depending on the complexity of the information and/or the request. If your request is urgent, please make this clear to us.

Disclosure of your information to Overseas recipients

We may transfer personal information to related bodies corporate and unaffiliated service providers in locations beyond Australia (including but not limited to the United States) in the course of storing that information and when using or disclosing it for one of the purposes referred to above. When transferring personal information to foreign jurisdictions, Taylor Collison Ltd may take steps to ensure the overseas recipient of the information does not breach the Australian Privacy Principles (APPs) in relation to the information. However, Taylor Collison Ltd may be unable to ensure the overseas recipient does not breach the Australian Privacy Principles (APPs) in relation to your information. This may mean for information sent overseas you do not have the protections of, or any redress under the Privacy Act. The overseas recipient may not be subject to privacy obligations equivalent to those under the Privacy Act and could be compelled by foreign law to make disclosure of the information. By using Taylor Collison Ltd services you consent to Taylor Collison Ltd making the disclosure to overseas recipients on this basis.

Our website — Cookies

A cookie is a small file placed on your computer that contains information about your visit to our website. A cookie identifies your computer to our web server when you visit the site. We do not use the cookie to collect or store personal information about you. If you do not wish to use cookies, you can adjust the settings on your browser to reject cookies or notify you when they are being used. Our site may contain links to other websites and Taylor Collison is not responsible for the privacy practices or the content of these websites.

How You Can Make a Privacy Complaint

If you wish to complain about any breach or potential breach of this privacy policy or the Australian Privacy Principles (APPs), you should contact us by any of the methods detailed below and request that your complaint be directed to the Privacy Officer. Your complaint will be considered within seven days and responded to. It is our intention to use our best endeavours to resolve any complaint to your satisfaction; however, if you are unhappy with our response, you are entitled to contact the Office of the Privacy Commissioner who may investigate your complaint further.

Changes to this Policy

This policy is subject to change from time to time as Taylor Collison Ltd considers necessary. We will publish material changes by making them available to you through our website and other means whereby our policies are published.

Contact Details: Privacy Officer

Address: Level 16, 211 Victoria Square Adelaide SA 5000
Email: broker@taylorcollison.com.au
Telephone: (08) 8217 3900
Facsimile: (08) 8231 3506

7. Relationships and associations

Taylor Collison's Group of Companies includes;

- Taylor Collison Limited
- TC Corporate Pty Ltd
- Taycol Nominees Pty Ltd
- Tayscrip Nominees Pty Ltd

7.1 Taylor Collison and Pershing

Taylor Collison has entered into an agreement with Pershing Securities Australia Pty Ltd AFS Licence 338264 and ABN 60 136 184 962 ("Pershing") to settle and clear all traded transactions executed by Taylor Collison. Together with this FSG you will have received the FSG of Pershing. Refer Part F. You should read both this FSG and the Pershing FSG before deciding whether to use the services we provide.

PART B

Trading Terms and Conditions

All stockbroking firms are required to settle share transactions within two business days. Investors must be aware of this time constraint and act accordingly. Please note the following Taylor Collison Trading Terms and Conditions.

Taylor Collison and Pershing

Taylor Collison has entered into an agreement with Pershing Securities Australia Pty Ltd AFS Licence 338264 and ABN 60 136 184 962 ("Pershing" or "Taylor Collison's Clearing Participant") to settle and clear all traded transactions executed by Taylor Collison on a Relevant Exchange. This relationship will have the following implications for you as a client of Taylor Collison:

- Taylor Collison will act as your CHESS Sponsoring Participant; however Pershing will administer your holdings in CHESS.
- Confirmations will be issued by Pershing and will reference Pershing as Taylor Collison's Clearing Participant.
- If you elect to settle your Taylor Collison transactions via direct debit or credit arrangements your account statement will identify Pershing instead of Taylor Collison as the entity which has debited or credited your nominated bank account.
- If you elect to settle your Taylor Collison purchases using the BPAY facility, you will notice that the BPAY Biller will be Pershing.

Confirmations

When you provide an electronic address ("email address") to Taylor Collison, you authorise Taylor Collison's Clearing Participant to dispatch electronic Confirmations to the email address provided. It is your responsibility to ensure that the email address you provide to Taylor Collison is operational and available for receipt of electronic Confirmations and to advise Taylor Collison of any change to your email address as soon as practicable after the change is made. If you do not provide Taylor Collison with an email address, Confirmations in paper based form will be sent to the registration address provided by you. Where we enter into multiple traded transactions in order to complete an order, you authorise us to accumulate those transactions on a single confirmation and to specify the volume weighted average price for the transactions. If requested, we will give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a confirmation. If you are a Wholesale Client for the purposes of the ASX Operating Rules and ASIC Market Integrity Rules, we may elect not to give any Confirmations to you in relation to Transactions executed.

Purchase of Shares

Payment for purchases must first be received by Taylor Collison's Clearing Participant so that the Clearing Participant can settle these purchases by the Settlement Date and Time. If you are purchasing shares which are Issuer Sponsored, these shares will not be registered until payment has been received by Taylor Collison's Clearing Participant and these funds have cleared. Therefore, when purchasing shares, payment must be made in time to reach Taylor Collison's Clearing Participant by the close of business on the first Business Day following the transaction, in readiness for settlement on the second Business Day. You also have the choice of paying by:

(a) Cash Management Account

Cash Management Account managers may require a separate authorisation to allow Taylor Collison's Clearing Participant to settle transactions on your behalf. If this is the case, please attach the appropriate Authority. Banking Details – Credit and Debit.

(b) Direct Debit

By allowing Taylor Collison's Clearing Participant to directly debit (and/or credit) your nominated bank account when settling securities transactions, you will ensure the fastest and most secure method of settlement.

(c) BPAY

If you have elected to settle your purchases via the BPAY facility you must schedule payment prior to 6.00 pm the day before market settlement to ensure your transaction settles on time. The BPAY facility details will be listed on your Confirmation.

(d) Cheque

Cheques are to be received by date and time of settlement.

Sale of Shares

Shares which are sponsored by Taylor Collison for you in CHESS at the time of the sale will be available for settlement on the nominated day. If your shares are Issuer Sponsored, Taylor Collison must know your Shareholder Reference Number (SRN) before your order is placed. If you are selling shares represented by share certificates (these are still valid for a very few securities), you must mail the share certificates to Taylor Collison before you place your order, or have them delivered to us no later than the first Business Day following the transaction. If they are not received in time, fail fees may be imposed by the exchanges and passed onto you. Proceeds from sales are made available to you by Taylor Collison's Clearing Participant, usually on the second Business Day following the transaction and as noted on your Confirmation either by:

- (a) Transfer to your Cash Management Account, where your funds will begin to earn interest immediately; or
- (b) Direct credit – cleared funds to your nominated bank account, subject to your election of a direct credit facility in the Application Form, or
- (c) Payment in the form of a cheque.

Taylor Collison Sponsorship

We recommend that you choose to register your shareholdings in the CHESS system, via Taylor Collison Sponsorship, as an alternative to Issuer Sponsorship. This will allow us to maintain an accurate record of your holdings and ensures convenient settlement of share transactions and timely delivery of sales. CHESS is a centralised electronic transfer and settlement system which is operated by the ASX. The integrity of holdings which are Broker Sponsored in CHESS is protected by the ASX National Guarantee Fund. Being sponsored by Taylor Collison does not preclude you from dealing with any other Broker. To elect to have your shares Sponsored by Taylor Collison you must sign the enclosed CHESS Sponsorship Agreement and return it to us together with your Application Form as soon as possible. Any valid holdings statement under an SRN (where your holdings are Issuer Sponsored) or share certificates that you now hold or which may result from your initial purchases with us may also be forwarded to Taylor Collison for conversion to CHESS. You will then receive statements from CHESS to confirm your holdings.

Direct Credit Facility and Direct Debit Request

Taylor Collison's Clearing Participant offers clients a Direct Credit Facility for payments of sale proceeds. There is no additional charge for making use of the Direct Credit Facility.

The Direct Credit Facility operates as follows:

1. Except for contracts which have failed to settle by the specified date, payment will be made by our Clearing Participant on the settlement date by electronic transfer and cleared funds should be available in your account no later than 24 hours after settlement date.
2. Your bank account statement will be narrated to identify direct credits received from Pershing.

In consideration of Taylor Collison dealing on behalf of the Account, you being the Client (the subject of the Application Form) agree to and acknowledge the Pershing's Direct Debit terms and conditions (see Part C).

TERMS AND CONDITIONS

1. By instructing Taylor Collison to deal on behalf of the Account, the Client is taken to have agreed to these Terms and Conditions which forms part of the application form.
2. If more than one person constitutes the Client, then they are jointly and severally bound by the application and each of those persons has full authority to operate the Client's account and Taylor Collison may act on the instructions of any one of those persons.

3. These terms and conditions govern the dealings executed on behalf of the Account by Taylor Collison and are subject to the Corporations Act, the ASIC Market Integrity Rules, procedures, customs, usages and practices of the Relevant Exchanges, Operating rules of ASX Clear Pty Limited (ASX Clear), operating rules of the ASX Settlement Pty Ltd (ASX Settlement)(where applicable) and any other applicable law as amended from time to time (collectively called the 'Regulatory Requirements').

4. By completing the Application Form, the Client acknowledges receipt of the following documentation from Taylor Collison:

- Taylor Collison Financial Services Guide (incorporating the Taylor Collison Privacy Statement);
- Client Profile (where personal advice is given to the Client by a Taylor Collison Adviser);
- Taylor Collison's Clearing Participant's Financial Services Guide;
- Taylor Collison's Clearing Participant's Disclosure Statement.

5. The Client warrants that the information provided by the Client in the Application Form or as notified to Taylor Collison from time to time is complete and accurate and can be relied upon by Taylor Collison and Taylor Collison's Clearing Participant in the absence of any written notification to the contrary. Where insufficient or incorrect information is provided and an account has not been properly established, Taylor Collison reserves the right to refuse an order and/or execute a trade. The Client agrees to notify Taylor Collison in writing of any change to personal information that may be relevant to any dealing or proposed dealing between the Client and Taylor Collison.

6. The Client warrants that he or she has the legal right and power to enter into the application that where the Client is a Trustee, the Client can be indemnified out of the assets of the trust for all liabilities incurred under the Agreement that where the Client is a trustee of a superannuation fund, that the Client has read and considered the law as it relates to superannuation funds before entering into the Application.

7. Taylor Collison's Clearing Participant will on Taylor Collison's behalf issue a Confirmation of each transaction to the Client in accordance with the Regulatory Requirements. A Confirmation is a record of the transaction and includes the price of the shares and brokerage, together with your settlement instructions. Taylor Collison's Clearing Participant may issue a further Confirmation if a previous Confirmation contains any errors or omissions and, in this event, the further Confirmation shall supersede the previous one(s) in all respects.
8. When the Client provides an electronic address ("email address") to Taylor Collison, the Client authorises Taylor Collison's Clearing Participant to dispatch electronic Confirmations to the email address provided by the Client in respect of the Client's dealings. It is the Client's responsibility to ensure that the email address provided to Taylor Collison is operational and available for receipt of electronic Confirmations issued and to advise Taylor Collison of any change to the email address as soon as practicable after the change is made. Where Taylor Collison does not hold an email address for the Client, the Client acknowledges that Confirmations will be sent to the Client's registration address.
9. The Client further agrees that at its discretion, Taylor Collison's Clearing Participant may issue paper based Confirmations to the Client's registration address in lieu of electronic Confirmations. The Client must notify Taylor Collison in writing if the Client does not wish to receive electronic Confirmations.
10. Whilst the Client or Authorised Person of the Client may instruct Taylor Collison to deal on behalf of the Account, Taylor Collison has discretion as to whether to accept or decline such instructions at any time without having to provide any reason. Taylor Collison reserves the right to decline to act on behalf of the Client where either the original instruction from the Client is more than one calendar month old or where a security or other financial product has been subject to a trading halt and the Client has not reconfirmed his or her instruction subsequently.
11. The Client acknowledges that the ASX and/or ASIC may require cancellation or amendment of a dealing or order and that Taylor Collison may in its absolute discretion cancel trades directed by ASX or ASIC or as contemplated by the Operating Rules, procedures, customs, usages and practices of ASX (including without limitation Rules placing obligations on Participants to maintain an orderly market) and the ASX Clear without the consent of the Client.
12. Where the Client is seeking personal advice, the Client must complete the Client Profile in the Application Form to ensure that any securities recommendation made to the Client has a reasonable basis. The Corporations Act requires an adviser to have regard to the information he/ she has about a Client's investment objectives, financial situation and needs before making a recommendation to acquire a financial product. The Client acknowledges that in the absence of providing such personal information to a Taylor Collison Adviser, any recommendation made to the Client will be a general advice.
13. The Client acknowledges that he or she has formed the view that trading through the Account is appropriate to the Client's investment objectives, financial situation and needs and Taylor Collison is entitled to rely on this acknowledgement when accepting and acting upon the Client's instructions.
14. The Client is responsible for any fraudulent or illegal dealings on the Client's account which are attributed to the conduct of the Client and the Client releases Taylor Collison from any liability in this regard.
15. The Client acknowledges that he or she is liable for the cost of purchases including brokerage costs, taxes, duties, administration fees and charges in respect thereof and that the Client must make good delivery in respect of sales, to enable Taylor Collison's Clearing Participant to settle by the due settlement date. Where the Client either fails to make good delivery in respect of sales or fails to meet the costs of purchases by the due settlement date, Taylor Collison is entitled to pass on all costs to the Client. In the event that Taylor Collison's Clearing Participant does not receive payment from the Client for a purchase, Taylor Collison reserves the right to either demand payment from the Client on the settlement date or else settle the purchase in the absence of the Client's payment and either on or after the settlement date, apply any monies held by the Client in any account of the Client to which Taylor Collison has lawful access, or may sell sufficient securities from the client's account in order to satisfy the Client's obligation.
16. Taylor Collison may suspend the Client's account at any time without notice, if the Client fails to settle on time in relation to orders which Taylor Collison has executed on behalf of the Client. The Client agrees to indemnify Taylor Collison for all costs, expenses and losses incurred, including brokerage, GST, fail fees levied by the ASX or ASX Clear and bank fees, resulting from the Client's failure to settle by the due date. In addition, the Client acknowledges that Taylor Collison and/or its Clearing Participant may report the Client to Financial Services Protection Limited in the event that the Client fails to settle any transactions.
17. The Client warrants that at all times during its dealings with Taylor Collison, the Client will be in position to meet all commitments arising out of dealings with or business conducted on behalf of the Client by Taylor Collison.
18. The Client acknowledges that Taylor Collison will not trade on the Account on a discretionary basis except where specifically authorised by the Client in a separate agreement. Where the Client has not signed an agreement authorising discretionary trading, the Client undertakes to immediately notify Taylor Collison immediately upon becoming aware of any transaction on the Account which was undertaken without the Client's express approval and instruction. If the Client does not notify Taylor Collison of an unauthorised transaction on the Account within 14 days of having been given prior written notice of the transaction, it will be presumed that the Client agreed to and accepted the transaction and Taylor Collison will not be liable for any losses arising out of such transaction.
19. The Client acknowledges that Taylor Collison has an obligation to report to ASX and ASIC where it undertakes sales using borrowed securities. In order to ensure that Taylor Collison meets its reporting obligation, the Client undertakes to notify Taylor Collison the quantities of any borrowed stock which will be used to facilitate a sale prior to execution of the trade.
20. Taylor Collison has implemented internal complaint handling procedures consistent with the relevant regulations and Australian Standards. Any dispute between the Client and Taylor Collison must be notified in writing by the Client to the Compliance Manager Taylor Collison, Level 16, 211 Victoria Square Adelaide SA 5000) whereupon the dispute shall be handled in accordance with Taylor Collison's Complaints Handling procedure as detailed in Taylor Collison's Financial Services Guide.
21. The Client agrees to notify Taylor Collison in writing of any material circumstance affecting the Client's account within two Business Days of the material circumstance including a change to the Client's name, address, telephone number or other such personal information, previously provided to Taylor Collison.
22. The Client may appoint an Authorised Person to act on behalf of the Account, when this authorisation is completed in accordance on page 4 of the Application Form and the documentation which is required of an Authorised Person is received by Taylor Collison. Where an Authorised Person has been authorised by the Client, unless Taylor Collison receives written notice of the revocation of the authority or of the Client's death or incapacity, Taylor Collison is entitled to assume the authenticity of any instruction which will constitute an instruction by the Client. Taylor Collison is not liable for any loss the Client may incur through Taylor Collison acting on an instruction, where that instruction is given by a person whom Taylor Collison reasonably believes to be the Client or an Authorised Person of the Client. The Client acknowledges that while an Authorised Person is permitted to instruct Taylor Collison in relation to the Client's account, Taylor Collison may in its absolute discretion clarify such instruction with the Client. Taylor Collison may also in its absolute discretion decline any instructions given by the Client or an Authorised Person of the Client at any time.

23. The Client acknowledges that by appointing an Authorised Person to act on behalf of the Account, they authorise the person on whom authority has been conferred to undertake any of the following activities to:

- acquire, buy, deal with, dispose of or sell any traded securities;
- execute all contracts and other documents necessary or proper for the custody, dealing and transfer of securities and related matters;
- receive, hold, arrange custody of and deliver share certificates and other evidence of title to securities; and
- exercise all rights and privileges and perform all duties and obligations which may now or in the future pertain to the Client as holder of securities.

24. The Client acknowledges that transactions executed by Taylor Collison will upon settlement be registered as instructed by the Client on page 11 of the Application Form. Unless the Client indicates otherwise by electing to not be Sponsored by Taylor Collison in CHESS, the Client acknowledges that by signing this Application Form, that they are electing to have their ASX listed share transactions sponsored by Taylor Collison in the Clearing House Electronic Sub-register System (CHESS) in accordance with the CHESS Sponsorship Terms and Conditions which are contained within this Application Form (which may be amended from time to time). As the Client's CHESS Sponsor, Taylor Collison will (through Taylor Collison's Clearing Participant) control the holdings established by Taylor Collison (or Taylor Collison's Clearing Participant) in CHESS on the Client's behalf. Subject to the terms and conditions for operating an account and the terms of the CHESS Sponsorship Agreement, Taylor Collison will act on the Client's instructions to transfer or convert these shares at the Client's request. The Client agrees to notify Taylor Collison of any error or subsequent change to information which is relevant to the registration of shares in the name of the Client.

25. The Client acknowledges that Taylor Collison is not responsible for any missed opportunities in the market during the time it takes Taylor Collison to follow its internal procedures in order to register the Client as a client of Taylor Collison and to place orders.

26. The Client acknowledges that in order for Taylor Collison to meet its obligations under the Anti-Money Laundering and Counter- Terrorism Financing Act 2006 and associated Rules (AML/CTF obligations), Taylor Collison is required to obtain identification from the Client in order to verify the identity of the Client. Taylor Collison may at any time request further information relating to the identity of the Client and/or the source of transaction monies and the Client agrees to provide Taylor Collison with additional information as requested. If the Client does not provide Taylor Collison with information as requested, or there is a delay in the Client providing Taylor Collison with this information, Taylor Collison may not be able to open an account. Taylor Collison is not liable for any loss incurred by the Client as a result of any action of Taylor Collison which either delays an account being opened or results in an application being declined, when these actions are necessary for Taylor Collison to comply with its AML/CTF obligations. Taylor Collison may require further information from the Client

from time to time in order to meet its AML/CTF obligations and the Client agrees to provide Taylor Collison with whatever additional information is reasonably required in order for Taylor Collison to meet its AML/CTF obligations. The Client acknowledges that he or she is not aware and has no reason to suspect that:

- the monies used to fund transactions have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention or by agreement; or
- the proceeds of the transactions will be used to finance terrorism, or any other illegal activities; and
- the Client is a politically exposed person or organisation.

27. The Client acknowledges that whilst Taylor Collison will make all reasonable attempts to effect any instruction to cancel or amend an order as soon as possible, if an order is executed prior to cancellation or amendment, the Client is obliged to accept the transaction on the original terms.

28. The Client acknowledges that Taylor Collison will use his or her personal information in accordance with the National Privacy Principles including to assess the Client's application to open a share account, to effect purchases, sales and other transactions on behalf of the Client, to provide related facilities and services including settlement, sponsorship and nominee services (as required), to take into account the Client's personal objectives, financial situation and needs when providing personal advice and to ensure compliance with these terms and conditions and the Regulatory Requirements. The Client consents to Taylor Collison using or disclosing his or her personal information in accordance with the National Privacy Principles which may involve Taylor Collison using or disclosing the personal information of the Client as required by the ASX Operating Rules, ASIC Market Integrity Rules or ASX Clear Rules, the Corporations Act or any other applicable law. If at any time the Client does not wish information held about the Client to be used for marketing purposes, the Client may send a written direction to that effect to Taylor Collison.

29. Taylor Collison is not liable to the Client for any losses, damages, costs and expenses of any kind, which result from the Client's default under the application or which are caused by:

- Taylor Collison declining to act on the instructions of a Client;
- the Client giving instructions to Taylor Collison under the application which are incomplete or incorrect which are lawfully acted upon by Taylor Collison;
- the Client's use of or reliance on any research reports provided by Taylor Collison in a situation where advice was not sought from an Taylor Collison Adviser;
- Taylor Collison complying with any direction, request or requirement of the ASX Operating Rules, ASIC Market Integrity Rules or ASX Clear Rules, the Corporations Act or any other regulatory authority; and
- any event or occurrence which is or was outside of Taylor Collison's control.

The Client agrees to indemnify Taylor Collison and keep Taylor Collison indemnified from all claims, actions and demands arising from any losses, damages, expenses and costs (including legal costs on a full indemnity basis) whatsoever and howsoever arising, which are incurred by Taylor Collison as a result of undertaking the Client's instructions or which result from a failure of the Client to comply with these terms and conditions or the Regulatory Requirements.

30. The Client acknowledges that the liability of Taylor Collison for a breach of any provision implied by law which cannot be excluded is limited to Taylor Collison supplying the relevant services in a manner contemplated by the law.

31. The Client acknowledges that he or she is aware of the existence of the National Guarantee Fund (NGF) which is a compensation fund available to investors to meet valid claims arising from dealings with stockbrokers and that to make a claim, the Client needs to contact the NGF.

32. Any monies paid to Taylor Collison's Clearing Participant in connection with a transaction contemplated under the application will be paid into a trust account maintained in accordance with section 981B of the Corporations Act. Taylor Collison's Clearing Participant will keep the interest (if any) earned on any trust account.

33. These terms and conditions are governed by the laws of South Australia.

34. These terms and conditions may be varied or modified by Taylor Collison from time to time by written notification to the Client and/or by notification to the Client as disclosed on Taylor Collison's website www.taylorcollison.com.au.

35. These terms and conditions may be terminated by Taylor Collison or the Client by either party giving not less than seven Business Days' notice in writing to the other party. Termination does not affect existing rights and obligations of either party at termination.

Any notice given or demand made by either party, or Confirmation issued by Taylor Collison or by Taylor Collison's Clearing Participant, shall be deemed to have been received on the Business Day following the transmission or posting of the notice, demand or Confirmation.

36. If you breach any material provision of these Terms, Taylor Collison may, in addition to any other rights which it may have against you, without giving prior notice to you, take any action, or refrain from taking action, which it considers reasonable in the circumstances and, without limitation, sell (in the manner determined by Taylor Collison) any of your securities or other property held by, or under the control of, Taylor Collison or Taylor Collison's Clearing Participant (including, without limitation, all securities and other property lodged at ASX Clear in respect of your Account, even where this is not owned by you) and set off the proceeds of sale and any other amounts owed to Taylor Collison against any amounts owed by Taylor Collison to you, and you must account to Taylor Collison as if those actions were taken on your instructions and, without limitation, you are liable for any deficiency and entitled to any surplus which may result.

37. You acknowledge that you have engaged of Taylor Collison as an independent contractor and not in any other capacity such as a fiduciary. Taylor Collison may, to the extent it deems appropriate, render the services hereunder through one or more of its related bodies corporate.

PART C

Pershing Direct Debit Request & Service Agreement

Direct Debit Request

If you complete Section 11 on the Application Form and sign the Application Form in the manner required, you:

- (a) request and authorise Pershing (Debit User Identification number 227738) to arrange for any amount which you owe to Pershing from time to time to be debited through the Bulk Electronic Clearing System and paid to Pershing from the account you have nominated the Application Form;
- (b) authorise Pershing to debit in accordance with the Direct Debit Agreement the account nominated by you in the Application Form with any amount Pershing may debit or charge you; and
- (c) acknowledge having read and understood, and agree to be bound by, the terms in the Direct Debit Agreement below.

Direct Debit Request Service Agreement

1. DEFINITIONS

In this Direct Debit Agreement:

Account means the account identified as the direct debit account in Part 11 of the Application Form, but only if that account is held with a Financial Institution.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or where there is a public holiday simultaneously in Victoria and New South Wales.

Debit Day means the day that payment is due from you to Pershing.

Debit Payment means a particular transaction where a debit is made.

Direct Debit means the direct debit request which you make to Pershing by completing Part 11 of the Application Form and signing the Application Form.

Financial Institution means a financial institution with whom Pershing has a direct debit facility arrangement. Please contact your adviser to check whether Pershing has a direct debit facility arrangement with Your Financial Institution.

Your Financial Institution means the Financial Institution at which the Account is kept.

2. DEBITING THE CLIENT'S ACCOUNT

2.1 By completing Section 11 of the Application Form and signing the Application Form in the manner prescribed, you authorise Pershing to arrange for funds to be debited from the Account and you warrant and represent that you are duly authorised to request the debiting of payments from the nominated bank account.

2.2 Pershing will only arrange for funds to be debited from the Account as authorised in the direct debit request.

2.3 If the Debit Day falls on a day that is not a Banking day, Pershing may direct Your Financial Institution to debit the account on the following Banking day. If you are unsure about the day on which the Account has or will be debited, you should ask Your Financial Institution.

3. YOUR OBLIGATIONS

3.1 It is your responsibility to ensure that there are sufficient clear funds available in the Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

3.2 If there are insufficient funds in the Account to meet a Debit Payment:

- (a) you may be charged a fee and/or interest by Your Financial Institution;
- (b) you may also incur fees or charges imposed or incurred by Pershing; and
- (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in the Account by an agreed time so that Pershing can process the Debit Payment.

3.3 You should check the Account statement to verify that the amounts debited from the Account are correct.

3.4 If Pershing is liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay Pershing on demand an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4. CHANGES

- 4.1 You may request deferment of, or alteration to, suspension of these direct debit arrangements or stop any debit item by providing signed written instructions to your financial adviser.
- 4.2 You may also cancel your authority for Pershing to debit the Account by providing notice to your financial adviser.
- 4.3 Pershing may make changes or terminate these arrangements at any time by giving 14 days notice in writing to you.

5. DISPUTE

- 5.1 If you believe that there has been an error in debiting the Account, you should notify Pershing directly on (02) 8999 4000 and confirm that notice in writing as soon as possible by faxing to (02) 8999 4099 or positing to GPO Box 5343, Sydney NSW 2001.
- 5.2 If Pershing concludes as a result of our investigations that the Account has been incorrectly debited Pershing will arrange for Your Financial Institution to adjust the Account accordingly. Pershing will also notify you in writing of the amount by which the Account has been adjusted.
- 5.3 If Pershing concludes as a result of our investigations that the Account has not been incorrectly debited Pershing will provide you with reasons and any evidence for this finding.
- 5.4 Any queries about an error made in debiting the Account should be directed to Pershing in the first instance (and not to Your Financial Institution) so that Pershing can attempt to resolve the matter with you. If the matter cannot be resolved in this manner Pershing may refer it to Your Financial Institution which will obtain details from you of the disputed transaction

6. ACCOUNTS

Pershing recommends that you:

- (a) confirm with Your Financial Institution whether direct debiting through the Bulk Electronic Clearing System (BECS) is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution; and
- (b) check that the Account details provided to Pershing are correct by checking them against a recent Account statement.

7. CONFIDENTIALITY

- 7.1 Pershing will keep any information (including Account details) in your Direct Debit confidential.
- 7.2 Pershing will only disclose information that it has about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this Direct Debit Agreement (including disclosing information in connection with any query or claim); or
 - (c) as permitted by the Terms.

8. GOVERNING LAW

These terms are governed by the laws in force in New South Wales.

PART D

CHESS Sponsorship Terms and Conditions

What is CHESS?

CHESS is an ASX computer system that manages the settlement process and registration of securities. It is operated by the securities clearing house under the ASX Settlement Rules. Instead of receiving a share certificate, you receive a holding statement.

Only certain categories of people may control securities on CHESS (Taylor Collison and the Clearing Participant fall within these categories). Other people who have securities on CHESS need their holding 'sponsored' by a 'controlling participant' for the purposes of CHESS. This agreement relates to your appointment of Taylor Collison as your 'controlling participant'.

This Agreement

1. Through your acknowledgement of page 11 of the Client Application Form (of which the CHESS Terms and Conditions form part) you elect to have your holding as specified in the Client Application Form sponsored by Taylor Collison ('we' or 'us') and as such, you agree to be bound by the following CHESS Terms and Conditions:

Our authority and obligations

2. You appoint us as your 'controlling participant' for the purposes of CHESS with respect to your holding with the holder identification number (HIN) specified or to be specified in page 11 of the Client Application Form. A HIN is a number that is used to identify a holding in CHESS. You authorise Taylor Collison to add the relevant HIN(s) to the form after you have agreed to the CHESS Terms and Conditions and you have signed the Client Application Form. You are entitled to receive a hard copy of the executed Client Application Form at any time. We will provide you with a copy within 3 Business Days of receiving your written request.

3. You authorise us as your agent to act under CHESS relating to your holding.

4. You acknowledge that:

(a) Taylor Collison is a party to an Equities and Derivatives Clearing Agreement with Pershing Securities Services Australia Pty Ltd AFS Licence 338264 and ABN 60 136 184 962 (the "Clearing Participant"). The Clearing Participant is obliged to settle as principal and has the settlement obligations for all ASX Transactions and Derivatives Contracts of Taylor Collison and all ASX Transactions following the exercise of a Derivatives Contract (including your transactions);

(b) The Clearing Participant will now administer your Participant Sponsored Holdings on behalf of Taylor Collison but Taylor Collison remains responsible to you for any actions or matters done or omitted to be done in respect of your Participant Sponsored Holdings;

5. Subject to paragraphs 6 and 7, Taylor Collison through the Clearing Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within the Scheduled Time and specifically;

(a) where you have authorised Taylor Collison to buy financial products, the Clearing Participant, will pay for those financial products within two Business Days of the date of purchase.

(b) The Clearing Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within two Business Days of the date of the receipt of instructions.

6. The Clearing Participant is not obliged to transfer Financial Products into your holding until payment is received. If Taylor Collison or the Clearing Participant demand that you pay for financial products but the contract for the purchase of those financial products, entered into on your behalf by us, remains unpaid, we may sell those financial products at your risk and expense (including any brokerage and stamp duty) and, where required, account to the Clearing Participant for the proceeds of the sale;

7. If you have not paid an amount which is lawfully owed to us or to the Clearing Participant, we or the Clearing Participant may refuse to comply with your Withdrawal Instructions (but only to the extent necessary to retain in the Client's holding sponsored under the Client's Sponsorship Agreement with Taylor Collison, financial products with a value equal to 120% of the current market value of the amount claimed);

8. If you fail to pay an amount which is lawfully owed to us or to the Clearing Participant or fail to deliver information or documents to us or the Clearing Participant by the settlement date (or fail to settle a trade), you authorise us and each of our directors, officers and managers to give any instructions on your behalf which we deem fit in our absolute discretion in relation to your holding. We may charge and/or nominee your holding or sell the holding and place the Clearing Participant in a position to apply your holding and proceeds thereof in reduction of your liability to us or to the Clearing Participant and to recover any associated costs upon taking such action.

9. Where an amount is lawfully owed to us or to the Clearing Participant either by you or a third party in connection with your holding sponsored by Taylor Collison which has been lodged by you with the Clearing Participant as collateral, in addition to having the right to refuse to comply with your Withdrawal Instructions, we also have a charge and a power of sale in relation to such collateral holding, to recover the amount owing at any time. The Clearing Participant may ask that you execute a Deed of Charge in favour of Taylor Collison or the Clearing participant in which case you must comply with this request.

10. Subject to clause 6, we will not initiate any transfer or conversion into or out of your holding sponsored under this Agreement without your prior written or verbal authority.

11. You must advise Taylor Collison if:

- (i) your details change;
- (ii) you wish to change your Controlling Participant under CHESS;
- (iii) you become bankrupt;
- (iv) you wish to issue Withdrawal Instructions in relation to your sponsored holdings;
- (v) you wish to create Sub-positions over your sponsored financial products;
- (vi) you wish to terminate your Sponsorship Agreement with Taylor Collison;

12. You must arrange for Taylor Collison to be notified in the event of your death.

13. If you die or become bankrupt, a Holder Record lock will be applied to all your holding sponsored under this agreement in accordance with the ASX Settlement Rules 8-15-8 to 8-15-11, unless your legally appointed representative or trustee elects to remove those holdings from the CHESS subregister; and if you die, this agreement is 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 pursuant to the ASX Settlement Rules, unless your legally appointed representative elects to remove the holdings sponsored under this agreement from the CHESS Subregister. If you are a joint holder, you also acknowledge that:

(a) if one of the joint holders dies, all holdings under the joint Holder Record shall be transferred into a new holding under a new Holder Record in the name of the surviving holder and this agreement remains valid for the new holdings under the new Holder Record; and

(b) if one of you becomes bankrupt, we will:

(i) establish a new Holder Record in the name of the one of you that is bankrupt, transfer that person's interest into new holdings under the new holder record and request the ASX Settlement to apply a holder record lock to all holdings under that Holder Record (unless the legally appointed representative of the bankrupt holder elects to remove the holdings from the CHESS Subregister); and

(ii) establish a new Holder Record in the names of the other joint holders and transfer their interest into new holdings under the new Holder Record.

14. If a Transfer is taken to be effected by us under Section 9 of the ASX Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under the Sponsorship Agreement, then:

(i) 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 by you to effect the Transfer; and

(ii) unless the Transfer is also taken to have been effected by a Market Participant of ASX or a Clearing Participant of ASX Clear, the Participant Sponsored Holder has no claim arising out of the Transfer against the National Guarantee Fund under Part 7.5, Division 4 of the Corporations Regulations.

Security, other interests and sub-positions

15. If you tell us that a charge or other interest in securities has been or is to be given to a person, then you authorise us to take whatever action is required by that person in accordance with the ASX Settlement Rules to give effect to or record that interest.

16. We may take steps to create a sub-position over your holding in the circumstances contemplated by clauses 15 or 16. We may also create a sub-position if you consent. If we do this, your ability to transfer, convert or otherwise deal with the securities will be restricted in accordance with the ASX Clear Rules and rules relating to sub-positions. Nothing in this Agreement operates to override any interest of ASX Clear in the financial products.

17. You must promptly give us any information or documents we reasonably ask for to enable us to:

(a) perform our obligations or to act as your 'controlling participant' or agent under this agreement; or

(b) comply with the requirements of the ASX Settlement or the ASX Settlement Rules.

Information

18. Information or documents you give us may be disclosed:

(a) to any person (including any Clearing Participant we may use from time to time) for the purposes listed above;

(b) to any regulatory authority (including ASX Clear Pty Ltd) where required by law;

(c) to our officers, employees, advisers and agents; or

(d) to enable us to enforce our rights;

(e) to any other party with your prior consent

Fees and indemnities

19. You must pay all brokerage fees and associated transactional costs within the period prescribed by Taylor Collison. You indemnify us against, and you must therefore pay us on demand for, liability, loss or costs (including consequential or economic loss) we suffer or incur:

(a) in connection with us performing our obligations under this agreement; or

(b) in connection with us acting as your controlling participant or agent for the purposes of CHESS; or

(c) if you do something you agree not to do, or fail to do something you agree to do, under this agreement.

20. You must pay us these amounts when we ask. We can also debit any of these amounts to any account you have with us even if we do not expressly ask you to pay us. The indemnity in clause 16 is a continuing obligation, independent of your other obligations to us. It continues even after this agreement is terminated. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

Suspension from CHESS or Change of Controlling Participant

21. If we are suspended from CHESS participation, then (subject to the assertion by our liquidator, receiver, administrator or trustee of an interest in securities controlled by us) you may within 20 Business Days of the ASX Settlement giving notice to you of the suspension, advise the ASX Settlement Pty Limited that you wish for your holding sponsored by Taylor Collison to be removed either:

(a) from the CHESS Subregister; or

(b) from our control to the control of another broker with whom you have entered into a valid sponsorship agreement pursuant to the ASX Settlement Rules.

22. If you do not give the ASX Settlement such a notice, the ASX Settlement may change your CHESS sponsor pursuant to the ASX Settlement Rules, in which case you will be deemed to have entered into a new sponsorship agreement with the substitute broker on the same terms as this agreement. Where you are deemed to have entered into a Sponsorship Agreement in accordance with ASX Settlement Rule 7.2.3(b)(ii), the Sponsoring Participant must enter into a Sponsorship Agreement with you within ten (10) Business Days of the change of Controlling Participant.

23. If you receive a Participant Change Notice (Notice) from Taylor Collison and such Notice is received at least twenty (20) Business Days prior to the effective date contained in the Notice, you are not obliged to agree to the change of controlling participant and you may choose to:

- (a) transfer your Participant Sponsored Holding to another Controlling Participant; or
- (b) transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.

24. The novation in clause 24 will not take effect until you have received a notice from the New Controlling Participant confirming that it consents to acting as your Controlling Participant. The Effective Date may as a result be later than the date set out in the Participant Change Notice.

25. You will be taken to have consented to the novation of your holdings by doing any act which is consistent with the novation of the Agreement (for example by giving an instruction to the New Controlling Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

26. The Agreement continues for the benefit of Taylor Collison 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 or effective on the Effective Date, then the Agreement will continue for the benefit of Taylor Collison until such time as the novation is effective, and we will hold the benefit of the Agreement on trust for the New Controlling Participant. Nothing in this clause will prevent the completion of CHES transactions by Taylor Collison where the obligation to complete those transactions arises before the Effective Date and the Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the New Controlling Participant.

27. If you do not take any action upon receipt of the Notice (including providing alternative instructions to Taylor Collison in relation to your holding) then once you receive confirmation from the new Controlling participant, this agreement will be novated to the new Controlling participant as of the date of receipt of such confirmation, on the same terms as stated in this agreement. Taylor Collison therefore will be released from any obligations arising on or after this date.

Complaint procedures

28. If you make a claim for compensation, our ability to satisfy that claim will depend upon our financial circumstances.

29. You may lodge a complaint or any claim for compensation against Taylor Collison with Taylor Collison in the first instance and if you're not satisfied with the response, you may contact the Australian Financial Complaints Authority (AFCA).

30. If a breach by us of this Agreement falls within 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.

31. If we breach this agreement, you may refer that breach to any regulatory authority, including ASX Settlement.

Termination

32. Subject to the ASX Settlement Rules, this agreement will be terminated if:

- (a) either party notifies the other in writing that it wants to terminate this agreement (in which case this agreement is terminated from the time the notice is received unless a later time is specified in the notice);
- (b) if we become insolvent;
- (c) if our participation as a broker in CHES is terminated or suspended;
- (d) if you give us instructions to withdraw your holdings.

33. Termination of this agreement does not affect any rights or obligations that have accrued before that time.

ASX Settlement Rules

34. This agreement is subject to the ASX Settlement Rules. You must not do anything that would prevent or hinder us from complying with our obligations under the ASX Settlement Rules.

35. If this agreement is inconsistent with the ASX Settlement Rules, the ASX Settlement Rules prevail to the extent of the inconsistency.

Miscellaneous

Notices and other communications

36. Unless otherwise required or permitted by us or by the ASX Settlement Rules, notices and other communications must be in writing. Written notices or other communications may be:

- (a) sent or faxed to the address or fax number of our registered office; or
- (b) left at, or sent by courier or post to, (in the case of a company) the company's head office or principal place of business or (in the case of an individual) the individual's place of residence or business last known to the person sending the document. They take effect from the time received unless a later time is specified in them. If sent by post, they are taken to be received on the second Business Day after a correctly addressed and stamped envelope is posted. If sent by courier, they are taken to be received when delivered to the correct address. If sent by fax, they are taken to be received when the sender's fax machine indicates a successful transmission to the correct fax number.

Waiver and variation

37. We can vary this agreement by giving you written notice of the variation. We will give you:

- (a) at least 7 Business Days' notice of the variation if the variation is, in our reasonable opinion, for the purpose of removing any inconsistency between this agreement and the ASX Settlement Rules; and
- (b) at least 20 Business Days' notice in other cases.

38. A provision of this agreement, or a right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

Overdue interest

39. If you do not pay us or the Clearing Participant an amount when it is due, we can charge interest on the overdue amount. We do this using the method and interest rate we determine from time to time.

Regulatory Regime and Applicable law

40. The regulatory regime which applies to the Sponsoring Participant is the Corporations Act 2001 together with the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Rules and the ASX Settlement Rules. The Sponsored Holder can obtain information as to the status of the Sponsoring Participant from ASIC and/or ASX.

41. This agreement is governed by the laws in force in South Australia. You and we submit to the non-exclusive jurisdiction of the courts of South Australia.

42. You acknowledge that:

- (a) before you signed the Client Application Form of which the CHESS Terms and Conditions form part, a responsible officer of Taylor Collison explained the effect of CHESS sponsorship to you and you understood the effect of this agreement; and

- (b) contact details of a responsible officer who can provide you with further information relating to your CHESS sponsorship are as follows:

The Compliance Manager
Taylor Collison
Level 16, 211 Victoria Square
Adelaide SA 5000

Meaning of words

Any term used in this Agreement which is defined in the ASX Settlement Operating Rules has the meaning given in the Rules. (Should you require a copy of these definitions please contact us).

ASX Clear means ASX Clear Pty Limited ABN 48 001 314 503.

ASX Clear Rules means the ASX Clear Operating Rules (operating rules of ASX Clear) as amended from time to time.

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532.

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

Bankrupt means being in a state of 'bankruptcy' as that term is defined in the ASX Clear Operating Rules.

Business Day has the meaning in the ASX Clear Rules. Generally, it means any day other than a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and a day that ASX Limited declares is not a Business Day.

CHESS stands for Clearing House Electronic Subregister System and has the meaning in the ACH business rules. It is a system of registering securities on computer.

CHESS Subregister has the meaning in the ASX Clear Operating Rules. Generally, it means that part of a register of securities that is administered by the ACH.

Clearing Participant means Pershing Services Australia Pty Ltd AFS Licence 338264 and ABN 60 136 184 962

Conversion has the meaning in the ASX Clear Operating Rules. Generally, it means the movement of securities from one holding on one subregister to another holding on another subregister without a change in legal ownership.

Costs includes charges and expenses (including stamp duty and other government charges); and costs, charges and expenses in connection with legal and other advisers on a full indemnity basis.

Holder Record has the meaning in the ASX Clear Operating Rules. Generally, it means the details recorded by ACH in CHESS for the purpose of operating one or more holdings.

Holder Record Lock has the meaning in the ASX Clear Operating Rules. Generally, it means the facility in CHESS for preventing securities from being deducted from a holding.

Holding has the meaning in the ASX Clear Operating Rules. Generally, it means a holding of securities by a person, including when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

Securities have the meaning in the ASX Clear Operating Rules.

Scheduled Time has the meaning given in the ASX Clear Operating Rules. The Scheduled Time varies depending on the act to which it relates.

Subposition has the meaning given in the ASX Clear Operating Rules. Generally, it means an arrangement under which activity relating to the securities may be restricted and access to the securities given to a person other than your normal sponsor.

Transfer has the meaning in the ASX Settlement Rules. Generally, it means a transfer of securities to or from a holding on CHES.

You or Client means the person named in this agreement as client. If there are more than one, you means each of them separately and every two or more of them jointly. You include your successors and assigns.

Withdrawal Instructions has the meaning in the ASX Clear Operating Rules. Generally, it means the instructions by a person who is sponsored on CHES for the withdrawal of securities from the sponsored holdings.

We or Sponsor means Taylor Collison Limited ABN 53 008 172 450 and its successors and assigns. Certain definitions refer to the ASX Clear Rules. You should read those rules for the full terms of the definition. The definition may change from time to time if the ASX Clear Rules are changed.

The singular includes the plural and vice versa.

A reference to:

- a document (including the ASX Clear Rules) or agreement
- includes any variation or replacement of it;
- law means common law, principles of equity, and laws made by
- parliament (and laws made by parliament include regulations and
- other instruments under them, and consolidations, amendments,
- re-enactments or replacements of any of them);
- anything includes the whole and each part of it.

PART E

Clearing Participants' Disclosure Statement

TERMS OF YOUR AGREEMENT WITH PERSHING SECURITIES AUSTRALIA PTY LTD
ABN 60 136 184 962
AFSL No 338264 (PERSHING)

1. Your clearing arrangements with Pershing

Pershing is admitted as a Clearing Participant in accordance with the ASX Clear Rules. Whenever you place an Order with the Broker (as your agent) to purchase or sell Traded Products by means of a Transaction, you are immediately deemed to have entered into an agreement with Pershing on the terms and conditions set out below in this Disclosure Statement (Terms and Conditions). By placing an Order with the Broker, you accept and agree to be bound by these Terms and Conditions.

If you effect a Transaction through the Broker, Pershing carries the clearing obligations and any settlement obligations (together, Settlement Obligations) for all Transactions effected through the Broker (including those effected by the Broker on your behalf) and Pershing must settle as principal with ASX Clear or the relevant counter-party, even though the Transaction may have been entered into on your behalf. Your clearing obligations and any settlement obligations are therefore owed directly to Pershing (and not the Broker). In the event that you fail to complete a contract in accordance with the ASX Clear Rules or fail to pay the amounts due in respect of a Transaction, Pershing has direct rights against you, including rights of sale under the Exchange Rules and ASX Clear Rules and those described in these Terms and Conditions.

2. Conduct of Business

You acknowledge and agree:

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

3. Pershing's right to require the Broker to refuse to accept Orders

You acknowledge that Pershing may at any time in its absolute discretion direct the Broker to:

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

4. Purchases and Sales

You must ensure that payment in full is received by Pershing (and not the Broker) before the Settlement Date and Time. Pershing will not accept payment in cash. In accordance with the provisions of the Corporations Act, and the regulations made under the Corporations Act, pending settlement by you, these Terms and Conditions and the relevant Confirmation (if any) constitutes notice to you that Pershing may deposit the Traded Products purchased for you in a particular transaction as security for a loan if Pershing has received and paid for such Traded Products on your behalf.

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

All documentation and Security Holder Information must be sent to:

Pershing Securities Australia Pty Ltd
Level 2,1 Bligh Street
Sydney NSW 2000

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

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

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

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

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

5. Misdirected Market Transactions

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

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

6. Short sales

A "short sale" is when Traded Products are sold on your behalf, or you place an Order with the Broker to sell Traded Products, at a time when you do not have a presently exercisable and unconditional right to vest the Traded Products in a buyer. Under section 1020B(2) of the Corporations Act, you are prohibited from effecting a short sale unless you are able to rely on an exemption from that prohibition provided in the Corporations Act, Corporations Regulations 2001 (Cth) or provided by way of ASIC class order relief or other current and effective relief granted by ASIC. You must not place an Order for a short sale with the Broker unless you are able to rely on such an exemption. For the avoidance of doubt, you are able to rely on such an exemption where the circumstances of your Order are such that you are able to satisfy all conditions of any one or more exemptions to the prohibition on short selling.

7. No Advice

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

8. Settlement Date and Time

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

9. Warranties by the client

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

- (a) you will be in a position to pay for any Traded Products purchased and have a presently exercisable and unconditional right to vest any Traded Products sold in the buyer, to enable settlement at the Settlement Date and Time;
- (b) if your Order relates to the purchase of a Partly Paid Security (as defined in the Market Integrity Rules), you have made arrangements (to Pershing's satisfaction) to pay to Pershing a sufficient amount to cover any liability arising from all possible future calls in respect of the Partly Paid Securities; and
- (c) you will not place an Order for an AQUA Product unless you have received and read the Product Disclosure Statement relating to the product and the ASX Fact Sheet in relation to the ASX Managed Fund Settlement Service.

10. Settlement using BPAY facility

If you would like to make payment from your cheque or savings account by BPAY, please make arrangements with your participating financial institution. Please quote the Biller Code and your BPAY reference number (see the front page of the relevant Confirmation (if any)).

11. Confirmations

You will be given confirmations as required by the Corporations Act and the Market Integrity Rules (Confirmations).

You authorise Pershing (on behalf of the Broker) to give Confirmations to you electronically to the email address notified to Pershing by the Broker on your behalf from time to time for this purpose. Pershing may not provide you with paper copies of Confirmations.

You agree to promptly check the accuracy of every Confirmation sent to you and to notify the Broker immediately of any error that you consider may have occurred. In the absence of such notification from you within 24 hours, you will be taken to have accepted the accuracy of the Confirmation.

A Confirmation may at any time be re-issued to you in order to correct any errors or omissions and the terms and conditions of the original Confirmation will apply in relation to the reissued Confirmation.

Where the Broker enters into multiple Transactions in order to complete your Order (whether on one or more Relevant Exchanges), you authorise Pershing on behalf of the Broker to accumulate those Transactions on a single Confirmation and to specify the volume weighted average price for those Transactions on that Confirmation. If requested by you, the Broker will, if required under the Market Integrity Rules, give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a Confirmation.

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

12. Failure to Settle

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

- (a) charge an administration fee calculated by reference to the additional cost which may be incurred by Pershing or the Broker (including any fail fees imposed by a Relevant Exchange or ASX Clear) as a result of your failure to settle;
- (b) levy a default charge on the amount from time to time outstanding at a rate of up to 15.0% per annum;
- (c) sell out (or procure the sell out of) any Traded Products purchased (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to Pershing and to recover Pershing's costs in so acting;
- (d) buy in (or procure the buy in of) any Traded Products sold (and you are fully responsible for any loss in connection with such purchase) and recover Pershing's costs in so acting;

- (e) sell out (or procure the sell out of) any Traded Products otherwise held on your behalf (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to Pershing and to recover Pershing's costs in so acting;
- (f) apply any cash held by Pershing or a related body corporate of Pershing or the Broker on your account or to which they have access, or payments received for or from you in reduction of your liability to Pershing; or
- (g) instruct the Broker to cancel any of your unexecuted Orders,

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

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

If you have not met your settlement obligations owed to Pershing in respect of a Transaction executed for you by the Broker by the date which is 4 Business Days after the Settlement Date and Time, it is Pershing's policy (and Pershing may be obliged under the ASX Settlement Rules), without any notice to you:

- (a) in the case of a purchase, to execute a Transaction to close out the failed purchase (by selling the relevant Traded Products); or
 - (b) in the case of a sale, to execute a Transaction to close out the failed sale (by buying-in the relevant Traded Products),
- and recover any resulting loss from you.

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

The manner in which Pershing may exercise or not exercise, or the timing of or any delay in any exercise by Pershing of, any right of Pershing under this clause is not to be taken to be financial product advice by Pershing to you, and you must not represent to any person that it is financial product advice by Pershing.

Pershing will not be liable to you for any failure by Pershing to exercise (or any delay in the exercise by Pershing of) any right Pershing may have against you, or any loss incurred by you as a result of Pershing not exercising any of its rights against you immediately, or at all, following any failure by you to comply with your obligations.

The rights described in this clause 12 are in addition to any rights that are conferred to Pershing under the Exchange Rules and the ASX Clear Rules.

13. Cancellations

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

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

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

14. Interest on Pershing's trust account

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

15. Assignment to the Broker of debts owed by you to Pershing

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

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

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

17. Instructions by fax or e-mail

You acknowledge and agree that;

- (a) you are and will at all relevant times be authorised to make communications to the Broker (who will pass on those communications to Pershing on your behalf) (including as the case may be, to give instructions in respect of transactions in respect of Traded Products) by email and fax;
- (b) communication by email and/or fax is not a secure means of communication and involves higher risks of distortion, manipulation and attempted fraud;
- (c) fax communications may be of poor quality or unclear;
- (d) you authorise the Broker and Pershing to accept and act without any inquiry upon, communications (including instructions) provided by email and/or fax which appear to the Broker or Pershing to have been provided by or for you; and

(e) you indemnify the Broker and Pershing in respect of any and all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by the Broker or Pershing as a result of the Broker or Pershing acting on communications (including instructions) provided by email and/or fax.

18. Indemnity

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

- (a) any transaction entered into by the Broker on your behalf;
- (b) any failure by you to settle;
- (c) any other breach by you of these Terms and Conditions;
- (d) any breach by you of any other agreement with Pershing;
- (e) any breach by you of any representation or warranty made or taken to have been made by you (including without limitation in relation to any disclosure to be made in respect of sale Orders) not being true or correct, other than to the extent that the loss has resulted from Pershing's negligence, wilful default or fraud.

19. Credit references

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

20. Information

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

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

21. Complaints

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

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

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

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

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

As Pershing is a member of the Australian Financial Complaints Authority (AFCA), Pershing will advise you if you continue to have a complaint that you have the option to pursue your complaint with AFCA. AFCA's contact details are:
Australian Financial Complaints Authority

**GPO Box 3
Melbourne VIC 3001
Telephone 1800 931 678
Facsimile (03) 9613 6399**

If you are not satisfied with the response to your complaint, you may wish to pursue the matter with a Relevant Exchange. Alternatively, ASIC also has a freecall Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

22. Compensation arrangements

As Pershing is a Participant of one or more Relevant Exchanges, you may be entitled to make a claim on a compensation fund (such as the National Guarantee Fund (NGF) or the Chi-X Fidelity Fund) in the circumstances specified under Part 7.5 of the Corporations Act and the Corporations Regulations 2001 (Cth). For more information on the circumstances in which you may make a claim or for information about compensation arrangements generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793 (in relation to queries about the NGF) or in relation to another Relevant Exchange, that Relevant Exchange.

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

- (a) the volume and types of business carried on by it; the number and types of its clients; the number of its representatives; and
 - (b) any particular or potential claims that may arise pursuant to our participation in external dispute resolution schemes, including the AFCA scheme.
- Pershing considers that these compensation arrangements satisfy the requirements of s 912B of the Corporations Act and associated regulations.

23. Sponsorship

If you are not currently sponsored by Pershing or the Broker, Pershing recommends that you enter into a Sponsorship Agreement with Pershing or the Broker to enable easy transfer of your Traded Products under CHESS.

24. Joint Holder

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

25. Amendment

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

26. Governing law

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

27. Interpretation

APX means Asia Pacific Exchange Limited ACN 080 399 220.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ABN 98 008 624 691

ASX Clear means ASX Clear Pty Limited ABN 48 001 314 503, a wholly owned subsidiary of ASX.

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

ASX Market Integrity Rules means the ASIC Market Integrity Rules (ASX Market) 2010 as amended from time to time.

ASX Settlement means ASX Settlement Pty Ltd ABN 49 008 504 532.

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

CHESS means the Clearing House Electronic Subregister System

Chi-X means Chi-X Australia Pty Ltd ABN 47 129 584 667

Chi-X Market Integrity Rules means the ASIC Market Integrity Rules (Chi-X Australia Market) 2011 as amended from time to time.

Chi-X Operating Rules means the operating rules of Chi-X as amended from time to time.

Confirmation has the meaning given to it in clause 11.

Corporations Act means the Corporations Act 2001 (Cth)

Clearing Participant has the meaning given to it in the ASX Market Integrity Rules.

Crossing has the meaning given to it in the Market Integrity Rules.

Error has the meaning given to it in the Exchange Rules and in relation to Chi-X, has the meaning given to "error trade" in the Chi-X Operating Rules, and has the meaning of any equivalent term in any other Exchange Rules including without limitation "error" or "trade error".

Exchange Rules means the operating rules of each Relevant Exchange and the Market Integrity Rules.

Market means the means the market operated by the Market Operator under the Market Integrity Rules.

Market Integrity Rules means any market integrity rules made by ASIC in accordance with Part 7.2A of the Corporations Act, as amended from time to time, that apply to a Relevant Exchange, including, without limitation, the ASX Market Integrity Rules, the Chi-X Market Integrity Rules and the Competition Market Integrity Rules.

NSX means National Stock Exchange of Australia Limited ABN 11 000 902 063.

Order means an order or instruction for the sale, purchase, issue or redemption of Traded Products to be executed or facilitated by Pershing.

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

Relevant Exchange means ASX or Chi-X, NSX or APX and, without limitation, any other exchange on which Pershing transacts Orders, or the financial markets operated by them (as the context requires).

Traded Products has the meaning given to Cash Market Products in the ASX Market Integrity Rules (and includes an AQUA Product) and Equity Market Product in the Chi-X Market Integrity Rules and for other Relevant Exchanges, means the cash equities products (excluding derivatives) admitted for quotation on the relevant market as described in the relevant Exchange Rules or Market Integrity Rules (as the context requires) for that Relevant Exchange. Trading Participant has the meaning given to that term in the ASX Market Integrity Rules and to Market Participant in the Chi-X, APX or NSX Market Integrity Rules.

Transaction has the meaning given to Cash Market Transaction in the ASX Market Integrity Rules or Equity Market Transaction in the Chi-X Market Integrity Rules and for other Relevant Exchanges, has the meaning given to transaction in cash equities products (excluding derivatives) admitted for quotation on the relevant market as described in the relevant Exchange Rules or Market Integrity Rules (as the context requires) for that Relevant Exchange.

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

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

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

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

PART F

Pershing's Financial Services Guide (FSG)

Issued by Pershing Securities Australia Pty Ltd
ABN 60 136 184 962 Australian Financial Services Licence No. 338 264
Date FSG was prepared: 1 November 2018

1. Terms used in this FSG

AFSL	Australian Financial Services Licence.
ASX	ASX Limited ABN 98 008 624 691 or the market operated by it, as the context requires.
Broker	A Participant of one or more Relevant Exchanges which has engaged Pershing to clear transactions executed by the Broker on a Relevant Exchange.
Chi-X	Chi-X Australia Pty Limited ABN 47 129 584 667 or the market operated by it, as the context requires.
Client	Clients are considered 'wholesale' or 'retail' as defined under the Corporations Act.
Correspondent	Your Broker or Financial Intermediary, as the case may be.
ETOs	Exchange Traded Options.
Financial Intermediary	An AFSL holder who has engaged Pershing to execute and clear transactions on a Relevant Exchange.
FSG	Financial Services Guide.
IDPS	Investor Directed Portfolio Services.
International Securities Trader	A Pershing group entity or a third party authorised to provide securities dealing and/or custody services on an international market.
MDA	Managed discretionary accounts, being a service which a Correspondent may provide to you under which you authorise the Correspondent to manage an investment portfolio on your behalf and to make investments decisions in relation to the portfolio in accordance with an investment program agreed with you.
PDS	Product Disclosure Statement
Pershing, we, us, our	Pershing Securities Australia Pty Ltd ABN 60 136 184 962; AFSL No. 338 264
Pershing Nominees	Pershing Australia Nominees Pty Ltd ACN 137 911 730, a wholly owned subsidiary of Pershing, or another nominee company appointed by Pershing
Relevant Exchange	ASX or Chi-X or any other securities exchange on which Pershing transacts, or the financial markets operated by them (as the context requires).

2. Purpose of this FSG

This FSG provides information about:

- Who we are;
- What relationships and associations we have;
- The services we provide;
- How you may provide us with instructions;
- The remuneration that may be paid to us or to other relevant persons for the services we provide;
- The documents you may receive from us;
- How we handle complaints;
- Your privacy and how we use your personal information

This FSG has been prepared by Pershing and was prepared on 1 November 2018 to assist you in deciding whether to use the services we provide. You should read it carefully and make sure you understand it.

Together with this FSG, you will have received an FSG from the Correspondent. You should read both documents before deciding whether to use the services that we provide.

3. Who is Pershing?

Pershing is licensed under the Corporations Act (Australian Financial Services Licence (AFSL) No 338 264) to provide financial services and is a Trading Participant of ASX, a Participant of Chi-X, a General Participant of ASX Clear Pty Ltd ABN 48 001 314 503 (ASX Clear) and a Settlement Participant of ASX Settlement Pty Ltd ABN 49 008 504 532 (ASX Settlement). Pershing may become a participant of other Relevant Exchanges from time to time.

Pershing is a wholly owned subsidiary of Pershing Group LLC, a Bank of New York Mellon Company, headquartered in New Jersey, USA. Pershing has authorised the distribution of this FSG

4. The services offered by Pershing

Pershing is authorised under its AFSL to:

- a) deal in (including arranging to deal in) the following financial products:
 - Securities (such as shares, options and warrants that can be traded on a Relevant Exchange);
 - Interests in managed investment schemes (other than IDPS), such as units in ASX listed trusts;
 - Derivatives, such as ASX Exchange Traded Options (**ETOs**);
 - Foreign exchange contracts; and
- b) provide a custodial or depository scheme service (other than IDPS), to wholesale and retail clients.
Pershing provides/arranges to provide execution, clearing, settlement and nominee services. You have received a copy of this FSG because the Correspondent has arranged for Pershing to provide one or more of the following services:

a) Clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange

Pershing may be engaged by a Broker to clear the transactions in securities and interests in managed investment schemes executed on or facilitated through a Relevant Exchange by the Broker. If you are a client of one of those Brokers and you effect a transaction in securities or interests in managed investment schemes on a Relevant Exchange through the Broker, Pershing (as clearer) will be responsible for the settlement obligations in respect of that transaction. Pershing may also settle transactions not executed on a Relevant Exchange (e.g. primary market transactions or off market transactions).

For this purpose, you will become a client of Pershing and you will owe your settlement obligations in respect of that transaction directly to Pershing and not to the Broker. If you are a client of one of those Brokers, you will be provided with a Disclosure Statement which contains more information concerning the clearing services Pershing provides and the terms of your agreement with Pershing in respect of the those services.

b) Execution and clearing services for transactions in securities and interests in managed investment schemes executed through a Relevant Exchange

Pershing may also be engaged by a Financial Intermediary to provide to clients of the Financial Intermediary, execution and clearing services in securities and interests in managed investment schemes. This means that Pershing will execute or facilitate the transaction on a Relevant Exchange for you and clear and settle those transactions. Pershing may also settle for you transactions not executed on a Relevant Exchange (e.g. primary market transactions or off market transactions).

As a client of one of those Financial Intermediaries, you may effect a transaction in securities or interests in managed investment schemes on a Relevant Exchange by providing instructions to the Financial Intermediary. The Financial Intermediary will then, as your agent, communicate your instructions to Pershing who may then execute the transaction on a Relevant Exchange for you or facilitate settlement of the transaction. For this purpose, you will become Pershing's client.

In addition, Pershing will also clear all transactions in securities or interests in managed investment schemes that Pershing has executed on your behalf under this arrangement. Accordingly, Pershing will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of Pershing and you will owe your settlement obligations in respect of those transactions directly to Pershing and not to the Financial Intermediary.

If you are a client on one of those Financial Intermediaries, you will be provided with a document that summarises Pershing's Best Execution Policy and explains how we handle and execute your orders, as required under the ASIC Market Integrity Rules (Securities Markets) 2017.

c) Clearing services for transactions in Exchange Traded Options executed on ASX

Pershing may also be engaged by a Broker to clear the transactions in ETOs executed on ASX by the Broker.

If you are a client of one of those Brokers and you effect a transaction in an ETO on ASX through the Broker, Pershing (as clearer) will be responsible for the settlement obligations in respect of that transaction. For this purpose, you will become a client of Pershing and you will owe your settlement obligations in respect of that transaction directly to Pershing, not to the Broker.

If you are a client of one of those Brokers, and wish to trade in ETOs on ASX through it, you will need to enter into a Derivatives Client Agreement with Pershing.

You may also need to enter into a Derivatives Client Agreement with the Broker, and the Broker may be required to give you a Product Disclosure Statement (PDS) in relation to the ETOs that you may trade. The PDS will contain information concerning ETOs to assist you in deciding whether those products are appropriate for your needs.

d) Execution and clearing services for transactions in Exchange Traded Options executed on ASX

Pershing may also be engaged by a Financial Intermediary to provide to clients of the Financial Intermediary execution and clearing services in ETOs. This means that Pershing will execute transaction in ETOs on ASX for you and clear and settle those transactions.

If you are a client of one of those Financial Intermediaries and you wish to deal in ETOs on ASX, you may do so by communicating an order to deal in ETOs to the Financial Intermediary. The Financial Intermediary (as your agent) will communicate that order to Pershing who will execute the transaction on ASX on your behalf. For this purpose, you will become a client of Pershing.

In addition, Pershing will also clear all transactions in ETOs that are executed by Pershing on your behalf. Accordingly, Pershing will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of Pershing and you will owe your settlement obligations in respect of those transactions directly to Pershing and not to the Financial Intermediary.

If you are a client of a Financial Intermediary and wish to trade in ETOs on ASX, you will need to enter into a Derivatives Client Agreement with Pershing. We may also be required to give you a PDS in relation to the ETOs that you may trade. The PDS will contain information concerning ETOs to assist you in deciding whether those products are appropriate for your needs. The Correspondent may also be required to give you a PDS in relation to the ETOs that you may trade.

e) Clearing services for transactions in Exchange Traded Options "given up" to Pershing on ASX

Pershing may clear a transaction in ETOs executed on ASX by another Participant of ASX Group if the transaction is "given up" to Pershing. If Pershing accepts the "give up" of such a transaction executed for you, Pershing will be responsible for the settlement obligations in respect of that transaction. For this purpose, you will become a client of Pershing and you will owe your settlement obligations in respect of that transaction directly to us and not to the other Participant.

Before Pershing can accept the "give up" to it of a transaction in ETO executed for you, you will need to enter into a Derivatives Client Agreement with Pershing. You will be provided with a PDS relating to ETOs as part of your client application documentation with the Derivatives Client Agreement.

f) Execution, clearing and settlement services for transactions in securities on international markets

Pershing may also be engaged by a Correspondent to arrange execution, clearing and settlement services in securities on international markets for clients of the Correspondent. This means that Pershing will arrange for the execution, clearing and settlement of the transaction with an entity which holds the appropriate authorisation to do so in that market (International Securities Trader). The International Securities Trader may be a Pershing group entity or a third party entity.

As a client of one of those Correspondents, you may effect an international securities transaction on an international market by providing instructions to the Correspondent. The Correspondent, acting as your agent, will then communicate your instructions to Pershing who, in acting for you, will communicate them to the International Securities Trader for fulfilment through Pershing's Account with that International Securities Trader. Securities traded on your behalf using Pershing's Account will be traded beneficially for you by Pershing. For this purpose, you will become Pershing's client, but not the client of the International Securities Trader.

Pershing will also arrange for the International Securities Trader to clear and settle all transactions in securities that it has executed on your behalf under this arrangement. Accordingly, Pershing will be responsible for the settlement obligations in respect of those transactions. For this purpose, you will become a client of Pershing and you will owe your settlement obligations in respect of those transactions directly to Pershing and not to the Correspondent or the International Securities Trader.

g) Settlement and nominee services – general

Pershing may also be engaged by a Correspondent to provide to clients of the Correspondent settlement services in securities and interests in managed investment schemes. This means that Pershing will settle transactions arranged for you by the Correspondent and executed on a Relevant Exchange for you by a Trading Participant of a Relevant Exchange (other than Pershing and the Correspondent).

However, Pershing will only settle such transactions if, in the case of a purchase, the necessary funds are made available to Pershing and, in the case of a sale, the financial products sold are made available to Pershing, in each case in sufficient time before the time the transaction is to be settled.

As part of this service, Pershing may also arrange for your securities and interests in managed investment schemes to be held by Pershing Nominees as nominee for you.

For the purpose of settlement and nominee services, you will become Pershing's client.

h) Settlement and nominee services – MDA accounts

Pershing may be engaged to provide settlement and nominee services as described in paragraph 4 f) above to clients of the Correspondent in connection with the provision to the Client by the Correspondent of managed discretionary account (MDA) services. In that event, Pershing will be responsible only for the following services:

- the settlement of transactions which the Correspondent has arranged to be executed on a Relevant Exchange on your behalf (provided that Pershing will only settle such transactions if, in the case of a purchase, the necessary funds are made available to Pershing and, in the case of a sale, the financial products sold are made available to Pershing, in each case in sufficient time before the time the transaction is to be settled);
 - the holding by Pershing Nominees as nominee for you of securities and interests in managed investment schemes which are acquired or otherwise form part of your investment portfolio (Investments) which the Correspondent manages for you as part of the MDA services;
 - as Pershing Nominees will be the registered holder of your Investments;
 - it will receive any dividends or other distributions in respect of those Investments and will deal with them in accordance with instructions from the Correspondent;
 - it will be entitled to cast any votes in respect of your investments and may do so in accordance with instructions from the Correspondent
 - Pershing if required to do so under relevant regulatory requirements will provide you with an activity statement in respect of any transactions which it settles on your behalf unless you are deemed to be a wholesale client; and
 - any other services to be provided by Pershing to you under the Nominee and Settlement Services Agreement entered into with you.
- The Correspondent will be responsible for the following:
- management of your Investments based on an investment program agreed between you and the Correspondent, including the making of all investment decisions on your behalf in connection with your Investments;
 - arranging for transactions to be executed on a Relevant Exchange for you by a Trading Participant of a Relevant Exchange (other than Pershing and the Correspondent);
 - giving instructions to Pershing in connection with the settlement of transactions executed on a Relevant Exchange for you and the distributions and rights in respect of the Investments held by Pershing Nominees on your behalf; and
 - any other services required in connection with the provision of MDA services to you which are not to be provided by Pershing.

i) CHES Sponsorship services

Pershing may act as a CHES Sponsoring Participant of the clients of its Correspondents. Clients that are to be CHES sponsored by Pershing must enter into a Sponsorship Agreement with Pershing.

j) Nominee and custody services

Pershing may, in its absolute discretion, arrange for its wholly owned subsidiary, Pershing Nominees and/or another entity to provide nominee and other custody services for clients of the Correspondents for whom it provides clearing services and other clients. If you want Pershing to arrange for Pershing Nominees to provide nominee or custody services to you, you will need to enter into an agreement for this purpose. Where Pershing provides nominee services the financial products held by Pershing on your behalf may be held in the same account in which Pershing Nominees holds securities for other persons.

k) Other services

Pershing acts as agent for the clients of Correspondents in providing settlement services for the client in respect of transactions executed by the client or on behalf of the client by another person.

Pershing does not provide financial product advice and is not authorised under its AFSL to provide financial product advice.

5. Capacity in which Pershing acts

The capacity in which Pershing acts depends on the service to be provided as follows:

- a) Clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange
Pershing acts as principal with ASX Clear or the relevant counterparty in relation to the clearing and settlement of transactions in securities and interests in managed investment schemes executed on a Relevant Exchange on your behalf. However, there may be certain activities which Pershing will perform as agent for another person (such as the despatch by Pershing of confirmations to clients as agent for the Broker that executed the transaction).
In clearing the transaction, Pershing acts as agent for the client for whom the transaction was executed. However, Pershing will owe the settlement obligations in respect of that transaction to ASX Clear as principal.
- b) Execution and clearing services for transactions in securities and interests in managed investment schemes executed on a Relevant Exchange
Pershing acts as principal with ASX Clear or the relevant counterparty in relation to the execution of your orders which are communicated to it by the Financial Intermediary for execution on a Relevant Exchange on your behalf.
We act as principal (and not as agent for the Financial Intermediary) in relation to the clearing and settlement of such transactions. However, there may be certain activities which we will perform as agent for another person (such as the despatch by us of confirmations to clients as agent for the Financial Intermediary that arranged for the execution of the transaction).
In clearing the transaction, Pershing acts as agent for the client for whom the transaction was executed. However, we will owe the settlement obligations in respect of that transaction to ASX Clear as principal.
- c) Execution and clearing services for transactions in securities on international markets
When Pershing enters into a contract with you to arrange for the execution, clearing and settlement of international securities transactions on a foreign market by an International Securities Trader for you, it does so as principal on its own behalf, and not as someone's agent.
When Pershing arranges for the provision of international securities trading services to you in accordance with this contract, Pershing acts as agent for you.
In order to provide these services to you, Pershing (as principal), has entered into agreements with an International Securities Trader, and will owe obligations in relation to any transactions directly to the International Securities Trader. (It is then your contract with Pershing which enables Pershing to ultimately call upon you to satisfy these obligations).
- d) Clearing services for transactions in Exchange Traded Options executed on ASX
Pershing acts as principal in relation to the clearing and settlement of transactions in ETOs executed on ASX on your behalf. Pershing also acts as principal in respect of the clearing and settlement of transactions in ETOs executed on ASX on your behalf for which Pershing accepts the "give up". However, there may be certain activities which Pershing will perform as agent for another person (such as the despatch by Pershing of confirmations to clients as agent for the Broker that executed the transaction).
The rights of Pershing against the ASX Group in respect of any transaction in ETOs executed on ASX for which Pershing has the settlement obligations will be personal to Pershing, and the benefit of those rights will not pass to the client for whom the transaction was executed. Accordingly, in clearing the transaction and being the registered holder of the ETO, Pershing acts as principal and not as an agent or trustee for the client. However, Pershing will owe corresponding obligations to the client as a principal.
- e) Execution and clearing services for transactions in Exchange Traded Options executed on ASX
Pershing acts as principal in relation to the execution of your orders which are communicated to it by the Financial Intermediary for execution on ASX on your behalf.
We act as principal (and not as agent for the Financial Intermediary) in relation to the clearing and settlement of such transactions. Pershing also acts as principal in respect of transactions in ETOs executed on ASX on your behalf for which Pershing accepts the "give up".
However, there may be certain activities which Pershing will perform as agent for another person (such as the despatch by Pershing of confirmations to clients as agent for the Financial Intermediary who arranged for that transaction to be executed).
The rights of Pershing against the ASX Group in respect of any transaction in ETOs executed on ASX for which Pershing has the settlement obligations will be personal to Pershing, and the benefit of those rights will not pass to the client for whom the transaction was executed. Accordingly, in clearing the transaction and being the registered holder of the ETO, Pershing acts as principal and not as an agent or trustee for the client. However, we will owe corresponding obligations to the client as a principal.
- f) Settlement and nominee services
Pershing acts as your agent in relation to the settlement of transactions in securities and interests in managed investment schemes which the Correspondent has arranged for another Trading Participant to execute on a Relevant Exchange on your behalf.
Pershing may arrange for Pershing Nominees to provide nominee services to clients. Subject to the terms of the relevant documentation, Pershing Nominees acts as nominee or trustee for the client in providing those services.
- g) Sponsorship services
Pershing acts as principal in providing sponsorship services to clients.
- h) Nominee and custody services
Pershing may arrange for Pershing Nominees and/or another entity to provide nominee and other custody services to you. Pershing Nominees or the other entity, will act as nominee or trustee for you in providing the service.
- i) Other services
Pershing acts as agent for the client in providing settlement services for the client in respect of transactions executed by the client or on behalf of the client by another person.

6. How you may provide instructions

To provide instructions to Pershing, you must contact the Correspondent (and not Pershing directly).

7. How we are remunerated

- a) Remuneration for execution, clearing and settlement services
Pershing will charge the Correspondent fees for executing and/or clearing transactions, and for providing settlement and nominee services to clients. The fees that Pershing may charge the Correspondent may be a fixed monthly fee, a fee per trade, a fee per service and/or other fees.
You or the Correspondent may be charged fail fees by Pershing where you fail to perform your settlement obligations in respect of a transaction that has been executed on your behalf. Fail fees may include a fee imposed by a Relevant Exchange, an administrative fee and a default charge on the amount outstanding from time to time.
Pershing may also charge you or the Correspondent for services provided by Pershing which are directly related to or ancillary to the transactions executed on your behalf including, without limitation, charges and fees related to Pershing holding foreign exchange in its trust account for extended periods of time, payment return fees, dishonour fees, cheque issuance or processing fees, wire fees, delayed payment fees and holding fund fees.
You may also be charged brokerage or commission or other fees by Pershing on a contract for the transfer of underlying securities following the exercise

of an ETO at a rate determined by Pershing and advised to you from time to time. All or part of this fee or commission may be passed on to the Correspondent.

The Correspondent will also charge you brokerage or commission and/or other fees agreed with you in respect of the services that it provides to you. Information concerning such brokerage, commission and fees may be obtained from the Correspondent.

b) **Remuneration for CHESS sponsorship services**

Pershing may charge you a fee for providing you with CHESS sponsorship services. You will be advised in writing of the fee (if any) to be charged by Pershing before you agree to receive CHESS sponsorship related services from Pershing.

Pershing may also charge the Correspondent fees relating to the provision of CHESS sponsorship services to you, and the Correspondent will be advised in writing of the fee (if any) to be charged by Pershing.

c) **Remuneration for nominee and custody services**

Pershing may charge you a fee for providing nominee or custody services. The fees that we charge the Correspondent may include fees relating to the provision of nominee and/or sponsorship services to you.

8. Commission, Remuneration and other Benefits received by Pershing

Pershing is remunerated by the fees it charges the Correspondent for the services it provides to them. Pershing is also remunerated by the fees that it may charge clients, as described above.

Pershing may also earn and retain interest on moneys held for clients in our trust accounts (including in respect of margin payments made by clients to Pershing for ETOs).

Pershing may also receive commissions, trailing commission or other benefits from other entities. As a guide, Pershing may receive the following:

ENTITY:

Margin Lenders

Cash Management Trusts Providers

Foreign Exchange

COMMISSION / BENEFITS:

Ongoing commission can range from 0.25% per annum to 0.75% per annum of the margin lending facility

Ongoing commissions can range from 0.15% pa to 0.65% per annum on balance invested

A percentage of the fee charged by the International Securities Trader in entering foreign exchange contracts to facilitate settlement of an international securities transaction. Pershing may charge to clients an amount for transactions in foreign currencies which is between 0.1% and 1.0% of the relevant Australian dollar transaction amount

Stock lending fees

Where Pershing is facilitating securities lending to cover short sales requested by you or your Correspondent, Pershing may receive fees or interest from the relevant securities lender.

9. How our representatives are remunerated

Our representatives are remunerated by way of salary and they do not directly receive any remuneration calculated by reference to the amount of fees or commissions received by Pershing.

They may also be entitled to a bonus or other employment benefits based upon performance and achievement of various objectives by both the representative and Pershing.

10. Referral fees

Pershing will not pay a third party a fee for referring you to us. Similarly, Pershing will not be paid a fee for referring you to the Correspondent.

11. Relationships or associations with financial product providers

Pershing may enter into arrangements with financial product providers. Therefore, we may receive commissions, trail fees or other benefits as a result of your investing or dealing in any such product. See paragraph 7 in this FSG for further details.

12. Documents you will receive when you go through Pershing's client application process

a) **Clearing services for transactions executed by the Correspondent**

You will receive a Disclosure Statement which will contain more information relating to the clearing service provided by Pershing and the terms and conditions of those services where Pershing is to clear transactions executed for you by a Correspondent through a Relevant Exchange.

b) **Execution and clearing services**

You will receive our Equities Client Terms which will contain more information relating to the execution and clearing services provided by Pershing and the terms and conditions of those services where Pershing is to execute and clear transactions on a Relevant Exchange for you. You will also be provided with a summary of our Best Execution Policy, which explains how we handle and execute your orders, as required under the ASIC Market Integrity Rules (Securities Markets) 2017.

Where Pershing is to arrange for the execution and clearing of securities on a foreign market by an International Securities Trader, you will receive our International Securities Trading Terms which will contain information and the terms and conditions on which Pershing will arrange for those services to be provided to you.

c) **Transactions in ETOs**

If you wish to transact in ETOs, you will need to enter a Derivatives Client Agreement with Pershing. Depending on whether Pershing or the Correspondent is to execute your trades in ETOs on ASX, you will be provided with an ETO Product Disclosure Statement by Pershing or the Correspondent. The ETO Product Disclosure Statement will contain important information regarding trading ETOs, including the fees charged by ASX Clear. If the Correspondent (and not Pershing) is to execute your trades in ETOs on ASX, you will also be required to execute a Derivatives Client Agreement with the Correspondent.

d) **Settlement and nominees services – general**

If Pershing is to settle transactions in securities and interests in management investment schemes which the Correspondent arranges for another Trading Participant to execute on a Relevant Exchange for you, you will need to enter into a Nominee and Settlement Services Agreement with Pershing which will contain more information relating to the settlement and nominee services provided by Pershing and the terms and conditions of those services.

e) **Settlement and nominees services – MDA accounts**

If Pershing is engaged to provide settlement and nominee services to you in connection with the provision to you of MDA services by the Correspondent,

you will need to enter into a Nominee and Settlement Services Agreement with Pershing which will contain more information relating to the settlement and nominee services provided by Pershing and the terms and conditions of those services.

f) CHESS Sponsorship Services

If Pershing is to act as your CHESS Sponsoring Participant, you will need to enter into a Sponsorship Agreement with Pershing.

g) Nominee and custody services

If Pershing is to arrange for Pershing Nominees or another entity to provide nominee or other custody services to you, you will need to enter into an agreement with Pershing for this purpose.

h) Advice

You will not receive a Statement of Advice from Pershing as we do not provide any personal financial product advice.

If you receive personal financial product advice from the Correspondent, the Correspondent may be required to give you a Statement of Advice.

13. Dispute Resolution and Complaints

Pershing is dedicated to providing quality service and as part of our service commitment to clients, it is important to provide an efficient and accessible system for resolving disputes.

Should you be of the opinion that the service provided by Pershing is not at an acceptable level, you have the right to complain and this complaint will be dealt with as promptly as possible. Pershing will aim to resolve any complaint quickly and fairly.

If you have a complaint, put your complaint in writing and address it to:

Pershing Securities Australia Pty Ltd

Head of Compliance

Level 2, 1 Bligh Street

Sydney NSW 2000

Ph: 02 8999 4000

Fax: 02 8999 4099

You should try to include as much detail about the circumstances of the complaint as possible including the names of any Pershing employees involved and include any supporting documentation.

Following receipt of your complaint, Pershing's Head of Compliance will acknowledge receipt of your complaint in writing and provide you with an estimate of the time it will take to investigate the issues you have raised. A full investigation will be undertaken which will include reviewing all the supporting documentation, speaking to you and interviewing relevant Pershing employees. You will be provided with a detailed written response once the investigation of the complaint has been finalised.

If we do not resolve the complaint to your satisfaction, you have the option of pursuing your complaint with the Australian Financial Complaints Authority (AFCA).

AFCA's contact details are:

Australian Financial Complaints Authority

GPO Box 3

Melbourne, VIC 3001

Telephone: 1800 931 678 (free call)

Email: info@afca.org.au

Web: www.afca.org.au

Alternatively you may also be able to pursue the matter with a Relevant Exchange. ASX has offices in all capital cities and their details are available on www.asx.com.au. Chi-X's contact details are available on www.chi-x.com/australia/

Alternatively, the Australian Securities & Investments Commission (ASIC) also has a free call information line (1300 300 630) that you may use to make a complaint and obtain information about your rights.

If your complaint relates to a service provided to you by the Correspondent (rather than Pershing), you should seek to have your complaint dealt with in the manner advised by the Correspondent (in its FSG or otherwise)

14. Compensation Arrangements

Pershing has arranged for Professional Indemnity insurance cover which it considers to be adequate, having regard to the following:

- Pershing's maximum liability under the Australian Financial Complaints Authority of which Pershing is a member;
- volume and nature of Pershing's business;
- number and kind of its clients; and
- the number of representatives and Authorised Representatives it has.

Pershing considers its compensation arrangements for clients to be in compliance with s912B of the Corporations Act. If you require further information about our compensation arrangements please contact Pershing's Head of Compliance.

15. Privacy

Pershing and/or its agents may use personal information collected from you for the following purposes:

- to provide you with services, products and/or information that you have requested or may reasonably expect to receive;
- to conduct research, product development, marketing, risk assessment and modelling; or
- to comply with our rights and obligations and under relevant laws and regulations.

Pershing and/or its agents may also disclose the information collected from you to third parties such as mailing houses or others who provide services to us (but will not do so for marketing purposes). Pershing will not disclose your information to any other person except where that disclosure is authorised or permitted by the Australian Privacy Principles or by law. Pershing takes all reasonable steps to ensure that information we have collected from you is secure. All stored personal information is protected from unauthorised access by user login requirements, passwords or other security procedures.

You are able to access and update the personal information held by Pershing. Please contact your Correspondent to do so.

If you have any questions about privacy, please contact Pershing's Privacy Officer by writing to the address in section 16 overleaf. A copy of the relevant Pershing privacy policy can be obtained by visiting the following website: <http://www.bnymellon.com/australia/en/privacy.html>

PART G

Clearing Participants' Privacy Statement

Privacy Statement for Individuals

Pershing Securities Australia Pty Ltd and its related entities (Pershing) will handle your personal information, including sensitive information (as defined in the Privacy Act), to enable us to provide you with financial services and products offered by Pershing and to provide you with information about these services and products (the Services).

You understand that if you fail to provide any personal information requested of you, we may not be able to provide with the Services that you require. In providing you with the Services we may, from time to time, disclose your personal information to State or Commonwealth regulatory authorities (including ASX Settlement and Transfer Corporation Pty Limited), our employees, advisers, agents, contractors and our third party service providers, such as mailing houses or financial planners. We may also share your personal with other entities in the wider Pershing group and their party service providers. Some of the foregoing may be located overseas.

You can request access to any personal information that Pershing may hold about you. On occasion, we may not provide access. In this case we will explain why. If you want to know more about our approach to privacy, want to access your personal information or do not want us to use your personal information in any of the ways set out above, you can contact us at

PERSHING SECURITIES AUSTRALIA PTY LTD

Head of Compliance

Level 2, 1 Bligh Street

Sydney NSW 2000

Ph: 02 8999 4000

Fax: 02 8999 4099

Privacy Statement for Corporate Clients

We may from time to time collect personal information about your employees, agents or contracts for the purpose of conducting business with you.

We may disclose that personal information to State or Commonwealth regulatory authorities (including ASX Settlement and Transfer Corporation Pty Limited), our employees, advisers, agents, contractors and our third party service providers such as mailing houses. We may also share that personal information with other entities in the wider Pershing group and their third party service providers. Some of the foregoing may be located overseas.

You must advise your employees, agents and contractors of the fact that we collect the personal information and the use we make of it. You must also let them know how they can contact us to request access to any personal information that we hold about them or if they do not want us to use their personal information in any of the ways set out above.

CONTACT INFORMATION

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