

Penson Equities Terms and Conditions of Trading

for clients of Pulse Markets Pty Ltd
ABN 14 081 505 268 & AFSL 220383 (INTERMEDIARY)

TERMS OF YOUR AGREEMENT WITH
PENSON FINANCIAL SERVICES AUSTRALIA PTY LTD
ABN 60 136 184 962 AFSL No 338264 (PENSON)

1. Your agreement with Penson

Penson is admitted as a Trading Participant of ASX Limited ABN 98 008 624 691 (ASX) with Trading Permission in respect of ASX Products. Penson is also admitted as a Clearing Participant in accordance with the operating rules of ASX Clear Pty Limited ABN 48 001 314 503 (ASX Clear), a wholly owned subsidiary of ASX.

By placing an Order with the Intermediary (as your agent) to purchase or sell ASX Products by means of an ASX Transaction, you accept and agree to be bound by the terms and conditions set out below in this document (Terms and Conditions).

If you wish to buy or sell or otherwise deal in ASX Products on ASX, the Intermediary will (as your agent) communicate your Order to Penson. Penson will, subject to these Terms and Conditions, execute that Order on your behalf and will clear and settle the ASX Transactions that result from the execution of your Orders. Accordingly, Penson will carry the obligations to complete the sale or purchase, together with all the obligations which are ancillary to the completion (Settlement Obligations). Penson must also settle such ASX Transactions as principal with ASX Clear or the relevant counterparty even though the ASX Transaction was entered into on your behalf. Accordingly, your clearing and settlement obligations under the sale or purchase contract are owed directly to Penson and not to the Intermediary.

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 an ASX Transaction, Penson has direct rights against you, including rights of sale under the ASX Operating 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 ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Rules and ASX Settlement Rules and the directions, decisions and requirements of ASX and the customs and usages of the Market. Upon request, you are able to inspect copies of the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Rules and ASX Settlement Rules at the Intermediary's offices; and
- b. for the purposes of ASIC Market Integrity Rule 3.4.3 that all ASX Transactions are subject to the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Rules, the directions, decisions and requirements of ASX 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. Orders and instructions

You agree that, if you wish to place any Order, you must do so with the Intermediary (such communications to be given in the form and manner agreed with the Intermediary from time to time), and you authorize the Intermediary, as your agent (and not as the agent of Penson), to communicate your Order and other instructions or information to Penson. Penson will not act on any Orders or other instructions or information communicated directly to it by you (and not the Intermediary). You may only terminate the Intermediary's authority to act on your behalf by terminating this agreement.

Penson may at any time, in its absolute discretion, refuse to accept any Order from, or execute Orders for you.

Subject to any instructions from you, Penson will generally execute Orders in the sequence in which they are received. However, you acknowledge and agree that:

- a. Your Order may be automatically crossed against other orders before reaching the Market;
- b. Penson may not be aware of principal orders that are being (or may be) executed, and that direct market access arrangements and program trading may make it impossible to prevent principal orders from being executed at the same time as (or before) your Order. Accordingly, you agree that Penson may execute principal orders where your Order on the same terms is outstanding and that these Terms and Conditions constitute disclosure as required by ASIC Market Integrity Rule 3.2.2 Unless you notify Penson to the contrary, you will be taken to have consented to Penson (and/or any of its

related bodies corporate) trading as Principal with you and agree to pay such commission (if any) on such transactions, each time you place an order with Penson through the Intermediary; and

- c. you will be charged the normal rate of commission by the Intermediary for Orders which are crossed with Penson's principal orders unless, if you are a retail client (as defined in the Corporations Act), we are not permitted to do so under the Corporations Act or the ASIC Market Integrity Rules.

4. Orders relating to sales

You agree that whenever you place a sale Order with the Intermediary, you must notify the Intermediary whether or not your sale Order is a covered short sale – i.e. a sale where you have, at the time you place the sale Order with the Intermediary, a legally binding commitment from a securities lender to lend the securities to you under a Securities Lending Arrangement.

Where your sale relates to a covered short sale, you must also inform the Intermediary at the time of placing the sale Order:

- a. the number of ASX Products to be sold that are to be delivered under the Securities Lending Arrangement;
- b. a description of the ASX Products (e.g. fully paid ordinary shares); and
- c. the name of the entity that issued the ASX Products (e.g. BHP Billiton Limited).

You acknowledge that Penson will not be permitted to execute a sale Order for you unless you have informed the Intermediary whether or not the sale Order relates to a covered short sale. You agree that, each time you place a sale Order with the Intermediary and notify the Intermediary that the sale Order relates to a covered short sale, you will be taken to have warranted and represented to Penson and the Intermediary that the sale will meet the requirements and conditions of the Corporations Act, Corporations Regulations and ASIC Class Orders (if any) (as amended from time to time) relating to covered short sales, (including without limitation that you have obtained a legally binding commitment from a securities lender to lend the relevant securities to you under a Securities Lending Arrangement).

5. Orders to purchase Warrants

If you place an Order to purchase Warrants, the terms in Schedule 1 will apply to you.

6. Orders to purchase partly Paid Securities

If you place an Order to purchase Partly Paid Securities, the terms in Schedule 2 will apply to you.

7. The Intermediary's use of a DMA Service

Penson may provide a direct market access service (DMA Service) to the Intermediary under which the Intermediary may place your Orders directly into the Trading Platform through an electronic automated client order process. You acknowledge that if Penson provides a DMA Service to the Intermediary:

- a. There may be delays in the processing, execution, amendment or cancellation of an Order entered through the DMA Service and:
 - i. an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed; and
 - ii. you remain liable to settle the original Order, until any relevant amendment or cancellation is effected;
- b. The execution of an Order placed through the DMA Service may be delayed by filters or other electronic features of the electronic system;
- c. Penson is not responsible for the processing, execution or cancellation of any Orders submitted through the DMA Service, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry or for any delays in relation to the same;
- d. except as required by law, Penson makes no representations or warranties express or implied with respect to the DMA Service;
- e. there are significant risks in trading through a DMA Service because it is serviced by means of computer and telecommunications systems, even where generally accepted industry standards and practices are followed, including that your data may not be protected, and there are risks that other users of the DMA Service, institutions or intermediaries may be able to see your Orders and other communications relating to trading and execution without your (or Penson's) consent and that third parties (including persons on private networks) will have the ability to attach to your network; and
- f. Penson may terminate the Intermediary's participation in the DMA Service at any time without notice to you.

8. Client's use of a DMA Service

Penson may provide a DMA Service to you under which you may place your Orders directly into the Trading Platform through an electronic automated client order process. You acknowledge that if Penson provides the DMA Service to you, the terms in Schedule 3 will apply.

9. Penson's right to require the Intermediary to refuse to accept Orders

You acknowledge that Penson may at any time in its absolute discretion direct the Intermediary to:

- refuse to accept you as a client or not to accept Orders from you; or
- refuse to accept a particular Order from you.

10. Purchases and Sales

You must ensure that payment in full is received by Penson (and not the Intermediary) before the Settlement Date and Time. Penson will not accept payment in cash.

In accordance with the provisions of the Corporations Act 2001 (Cth) (**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 Penson may deposit the ASX Products purchased for you in a particular transaction as security for a loan if Penson has received and paid for such ASX Products on your behalf.

You must deliver to Penson (and not the Intermediary) 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:

Penson Financial Services Australia Pty Ltd

Level 7

1 Chifley Square

Sydney NSW 2000

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

You irrevocably authorise Penson to apply any ASX Products held in your Participant Sponsored Holding to satisfy your Settlement Obligations arising from any ASX Transaction executed by Penson on your behalf. Credits in respect of sales are not available until the latest of:

- the Settlement Date and Time;
- when all documents and Security Holder Information have been received by Penson in deliverable form; and
- all amounts due and payable by you to Penson or the Intermediary have been paid.

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

11. No Advice

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

12. 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 third Business Day after the execution of the ASX Transaction. The Intermediary has no authority to extend the Settlement Date and Time.

13. Warranties by the client

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

- you will be in a position to pay for any ASX Products purchased and have a presently exercisable and unconditional right to vest any ASX Products sold in the buyer, to enable settlement at the Settlement Date and Time; and
- if your Order relates to the purchase of a Partly Paid Security (as defined in the ASIC Market Integrity Rules), you have made arrangements (to Penson's satisfaction) to pay to Penson a sufficient amount to cover any liability arising from all possible future calls in respect of the Partly Paid Securities.

14. 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)).

15. Confirmations

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

You authorise Penson (on its own behalf and on behalf of the Intermediary) to give Confirmations to you electronically to the email address notified to Penson by the Intermediary on your behalf from time to time for this purpose. Penson 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 Intermediary 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 Penson enters into multiple ASX Transactions in order to complete your Order, you authorise Penson to accumulate those ASX Transactions on a single confirmation and to specify the volume weighted average price for those ASX Transactions on that confirmation. If requested by you, Penson will, if required under the ASIC 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 ASIC Market Integrity Rules, Penson may elect not to give any Confirmations to you in relation to ASX Transactions executed for you. If Penson so elects, these Terms and Conditions are taken to be the notification required to be given by Penson to you under the ASIC Market Integrity Rules.

16. Failure to Settle

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

- charge an administration fee calculated by reference to the additional cost which may be incurred by Penson (including any fail fees imposed by ASX) as a result of your failure to settle;
- levy a default charge on the amount from time to time outstanding at a rate of up to 15.0% per annum;
- sell out (or procure the sellout of) any ASX 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 Penson and to recover Penson's costs in so acting;
- buy in (or procure the buy in of) any ASX Products sold (and you are fully responsible for any loss in connection with such purchase) and recover Penson's costs in so acting;
- sell out (or procure the sellout of) any ASX 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 Penson and to recover Penson's costs in so acting;
- apply any cash held by Penson or the Intermediary on your account or to which they have access, or payments received for or from you in reduction of your liability to Penson; or
- cancel (or instruct the Intermediary to cancel) any of your unexecuted Orders,
- and you authorise Penson and each of its directors and employees as your attorney to give instructions on your behalf in respect of your ASX Product holdings sponsored by Penson (or a related body corporate or affiliate of Penson) in CHESS, or held by a related body corporate or affiliate of either of Penson or the Intermediary in nominee holdings, and in respect of call deposit facilities or cash management trust accounts on which either Penson or the Intermediary is authorised to give instructions, to enable Penson to realise those ASX Products or funds and apply the proceeds in reduction of your liability to Penson and to recover Penson's costs in so acting.

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

If you have not met your settlement obligations owed to Penson in respect of an ASX Transaction executed for you by Penson by the date which is 5 Business Days after the date on which that transaction was executed, it is

Penson's policy (and Penson may be obliged under the ASX Settlement Rules), without any notice to you:

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

You must pay or reimburse Penson any such administration fees and default charges (together with any GST payable on those amounts) immediately upon demand or at Penson'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 Penson may exercise or not exercise, or the timing of or any delay in any exercise by Penson of, any right of Penson under this clause is not to be taken to be financial product advice by Penson to you, and you must not represent to any person that it is financial product advice by Penson.

Penson will not be liable to you for any failure by Penson to exercise (or any delay in the exercise by Penson of) any right Penson may have against you, or any loss incurred by you as a result of Penson 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 17 are in addition to any rights that are conferred to Penson under the ASX Operating Rules and the ASX Clear Rules.

17. Cancellations

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

- a. if requested to do so by the Intermediary in the circumstances contemplated by the ASIC Market Integrity Rules (as if the Intermediary were a Trading Participant that executed that Order to which the ASX Transaction or Crossing relates);
- b. if ASX exercises its power under the ASX Operating Rules to cancel or amend (or require the cancellation or amendment of) the ASX Transaction or Crossing; or
- c. in the event of an Error or otherwise in the circumstances contemplated in the ASX Operating Rules.

Your obligations referred to in clause 10 of these Terms and Conditions, and Penson's obligations in relation to the settlement of an ASX Transaction, will no longer apply in respect of a cancelled transaction from the time it is cancelled or, in the case of an amended ASX Transaction, apply as amended.

18. Interest on Penson's trust account

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

19. Assignment to the Intermediary of debts owed by you to Penson

If you have not paid any debt to Penson, you acknowledge that Penson may (by notice to you and the Intermediary) assign that debt to the Intermediary and the assigned debt will become an obligation of yours owed to the Intermediary. In the event of such an assignment, the Intermediary (and each of its directors and employees) will have the rights and powers (and may do all the things) set out in clause 17 as if a reference to Penson were a reference to the Intermediary.

20. 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 Intermediary (who will pass on those communications to Penson on your behalf) (including as the case may be, to give instructions in respect of transactions in respect of ASX 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 authorize the Intermediary and Penson to accept and act without any inquiry upon, communications (including instructions) provided by email and/or fax which appear to the Intermediary or Penson to have been provided by or for you; and
- e. you indemnify the Intermediary and Penson in respect of any and all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by the Intermediary or Penson as a result of the Intermediary or Penson acting on

communications (including instructions) provided by email and/or fax.

21. Indemnity

You must, to the maximum extent permitted by law, at all times and from time to time, indemnify and keep each of Penson 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 for damages made against the Indemnified Person as a result of:

- a. any transaction entered into by Penson 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 Penson;
- 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,
- f. other than to the extent that the loss has resulted from Penson's negligence, willful default or fraud.

22. Credit references

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

23. Information

You warrant that all information provided by you to the Intermediary or Penson is, or will be when given, accurate, true and correct and further agree to immediately notify Penson in writing upon becoming aware that such information is no longer accurate, true and correct. You agree that Penson and the Intermediary may share such information, as well as your account details and information regarding your transactions in ASX Products with each other and with Penson's related bodies corporate on a confidential basis as Penson considers appropriate. You also consent to Penson and/or the Intermediary disclosing this information and your account details to any regulatory authority, and consent to Penson and/or the Intermediary using such information and your account details for the purposes of monitoring compliance by you, the Intermediary and/or Penson 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 Penson holds about you.

24. Complaints

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

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

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

To assist Penson 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 Penson 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 Penson is a member of the Financial Ombudsman Service (FOS), Penson will advise you if you continue to have a complaint that you have the option to pursue your complaint with FOS. FOS's contact details are:

Financial Ombudsman Service Limited

GPO Box 3

Melbourne VIC 3001

Telephone 1300 780 808

Facsimile (03) 9613 6399

If you are not satisfied with the response to your complaint, you may wish to pursue the matter with ASX. The Australian Securities and Investments Commission also has a freecall Infoline on 1300 300 630 which you may use to make a complaint and obtain information about your rights.

25. National Guarantee Fund (NGF) and Compensation arrangements

As Penson is a Participant of the ASX Group, you may make a claim on the NGF 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 on the NGF or for information on the NGF generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793.

Penson has professional indemnity insurance which Penson 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 FOS scheme.

Penson considers that these compensation arrangements satisfy the requirements of s 912B of the Corporations Act and associated regulations.

26. Sponsorship

If you are not currently sponsored by Penson, Penson recommends that you enter into a Sponsorship Agreement with Penson to enable easy transfer of your ASX Products under CHESS (**Clearing House Electronic Subregister System**).

27. 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 your Intermediary and give receipts to Penson in relation to any purchase or sale of ASX Products or other matters to which these Terms and Conditions relate.

28. Amendment

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

29. Governing law

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

30. Interpretation

In this document (including the Schedules), unless the contrary intention appears:

ASIC means the Australian Securities and Investments Commission.

ASIC Market Integrity Rules means the *ASIC Market Integrity Rules (ASX Market) 2010*.

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

ASX Clear Rules means the 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 Settlements amended from time to time.

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

ASX Products has the meaning given to Cash Market Products in the ASIC Market Integrity Rules.

ASX Transaction has the meaning given to Cash Market Transaction in the ASIC Market Integrity Rules.

Confirmation has the meaning given to it in clause 16.

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

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

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

Error has the meaning given to it in the ASX Operating Rules.

Intermediary means the AFSL holder or Corporate Authorised Representative of an AFSL holder with whom you instructed to buy/sell financial products on your behalf

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

Order means an order or instruction for the sale or purchase of ASX Products for the purposes of the ASIC Market Integrity Rules to be executed by Penson.

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

Partly Paid Security means a financial product quoted on ASX for which the holder may be liable to pay a call or installment in accordance with the terms of issue and for which an amount remains unpaid, but does not include a Quoted Product issued by a no liability company.

Warrant has the meaning given to it in the ASIC Market Integrity Rules.

You means the person or persons in whose name the account is opened with Penson 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 (including in Schedule 1, Schedule 2 and Schedule 3) have the meanings given to them in the ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Rules or the ASX Settlement Rules. If you require a copy of these definitions please contact the Intermediary.

You agree that in the event of any inconsistency between this document and any applicable laws, the ASIC Market Integrity Rules, ASX Operating 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 Penson as notified to you from time to time.

Penson Financial Services Australia Pty Ltd

A participant of ASX Group

ABN 60 136 184 962

AFSL 338264

SCHEDULE 1

WARRANT CLIENT AGREEMENT

The following terms and conditions apply if you are to purchase Warrants. You agree and acknowledge that:

- a. you have received and read a copy of the Explanatory Booklet issued by ASX in respect of Warrants ("Understanding Trading and Investment Warrants", available electronically at the following link: www.asx.com.au/markets/pdf/Warrants.pdf or in paper form on request by contacting the Intermediary);
- b. a Warrant has a limited life and cannot be traded after its expiry date;
- c. you are aware that Warrants do not have standardised Terms of Issue and it is your responsibility to become aware of the Terms of Issue of any Warrant in which you invest;
- d. Warrants may be subject to adjustments after their initial issue. You acknowledge that it is your responsibility to become aware of any adjustments which may have been made to any Warrant in which you choose to invest;
- e. admission to Trading Status of a Warrant does not imply that ASX or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor; and
- f. failure of the Warrant-Issuer or Guarantor (if applicable) to fulfill their obligations does not give rise to a claim against the Intermediary, Penson, ASX, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

SCHEDULE 2

PARTLY PAID SECURITY AGREEMENT

The following terms and conditions apply if you are to purchase Partly Paid Securities. You agree and acknowledge that you are aware that:

- a. a Partly Paid Security is a security which may require you to make a further payment or payments at some time in the future;
- b. it is your responsibility to obtain and read a copy of the prospectus, product disclosure statement or information memorandum issued by an Issuer which sets out the particular features of, and rights and obligations attaching to, a Partly Paid Security before placing an order to buy a Partly Paid Security;
- c. you may be liable for further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an Issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against you to recover the outstanding payments and/or may result in the forfeiture of your entitlement to the Partly Paid Security;
- d. in certain circumstances you may be liable to make a further payment on a Partly Paid Security despite the fact that you may have disposed of a Partly Paid Security prior to the date that a further payment falls due;
- e. you should monitor announcements made by the Issuer of a Partly Paid Security and that it is your responsibility to inform yourself of the date/s or circumstances that a further payment falls due and the last day that you can dispose of the Partly Paid Security before becoming liable for a further payment;
- f. the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due; and
- g. an obligation on you in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against the Intermediary, Penson, ASX, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

SCHEDULE 3

DMA SERVICE TERMS

The following terms and conditions apply if the Client is given access to the DMA Service.

1. ACCESS TO THE TRADING SYSTEM

1.1 Access by Authorised Persons only

No person other than an Authorised Person may at any time submit an Order for the Client (whether as principal or as agent for the Client) through the DMA Service using the Security Information provided by Penson (or the Intermediary) to the Client.

Penson may in its discretion at any time limit the number of Authorised Persons who are permitted to submit Orders for the Client through the DMA Service.

The Client must not authorise, allow nor permit any person other than an Authorised Person to access or use the DMA Service using the Security Information.

The Client acknowledges and agrees that Penson may, in its absolute discretion:

- a. refuse to approve as an Authorised Person any person nominated by the Client for that purpose;
- b. revoke its approval of an Authorised Person at any time; and
- c. from time to time test whether an Authorised Person has adequate knowledge of the DMA Service and the Dealing Rules (as defined in the ASIC Market Integrity Rules), directions, decisions and requirements of ASX relevant to the type of order submission facilities given to the Authorised Person by Penson.

The Client must notify the Intermediary immediately once any Authorised Person ceases to be authorised by the Client to access the DMA Service on the Client's behalf.

1.2 Security Information

The Client acknowledges that the Security Information is confidential and agrees that it is responsible for maintaining its confidentiality.

The Client agrees that it must:

- a. only use the Security Information in accordance with these terms;
- b. not disclose the Security Information (or any part of it) to any person or persons (including its employees, contractors, agents and consultants) other than to an Authorised Person;
- c. ensure that at all times, each Authorised Person maintains the confidentiality of the Security Information;
- d. notify Penson immediately upon becoming aware that any Security Information has been or may be used or disclosed in a manner that is not consistent with these terms; and
- e. regularly review and, if necessary, upgrade the security of its network through which it accesses the DMA Service to ensure that only Authorised Persons are able to access or use the DMA Service.

2. USE OF THE SYSTEM

The Client acknowledges that:

- a. the DMA Service is accessible through the DMA System;
- b. neither Penson nor any related body corporate or affiliate of Penson makes any representation or warranty, express or implied, to the Client or to any other person regarding the DMA System, nor provides any guarantee with respect to the DMA System, including without limitation, with respect to the operation, functionality, effectiveness, accuracy, reliability, merchantability, quality or fitness for purpose;
- c. neither Penson nor the Intermediary nor any related body corporate or affiliate of Penson or the Intermediary is in any way responsible or liable to the Client or any person claiming through the Client, for any loss that results from the Client's use of the DMA System, or from any failure, error or defect of or in the DMA System;
- d. the Client is solely responsible for assessing the adequacy of the DMA System and for deciding whether or not to access it; and
- e. it is the Client's responsibility to obtain, at its own expense, all hardware and software to be used by the Client in connection with use of the DMA Service.

3. SUBMITTING ORDERS THROUGH THE DMA SERVICE

3.1 Permission to submit Orders using Security Information

The Client acknowledges and agrees that it (and/or any Authorised Person) is permitted to submit Orders through the DMA Service only if it or they do so using the Security Information.

3.2 Responsibility for submitting Orders

The Client:

- a. determines the time at which Orders are submitted through the DMA Service;
- b. is responsible for all Orders submitted through the DMA Service using the Security Information, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry;
- c. is bound by any agreement entered into on its behalf in reliance on such Orders;
- d. is liable for any reasonable expense incurred by Penson in reliance on such Orders; and
- e. accepts the sole risk and responsibility for Orders submitted by it through the DMA Service, including any Order submitted in error.

3.3 Order priority

The Client acknowledges that all Orders submitted by it through the DMA Service are, subject to any Filters, entered on an ASX Trading Platform in the sequence in which they are received, and otherwise as

expeditiously as practicable, and this may result in Penson's principal orders being satisfied ahead of an Order.

3.4 Acknowledgment about resubmitting purged Orders

The Client acknowledges that Orders purged from an ASX Trading Platform by ASX will not be resubmitted to that ASX Trading Platform by Penson or the Intermediary.

3.5 No pre-arranged Orders

The Client undertakes to ensure that any Orders placed through the DMA Service which match opposite orders placed by Penson in an ASX Trading Platform, either as agent or principal, will be of an accidental nature, meaning that no pre-arrangement of the matched orders will have taken place with Penson, and will not detract in any way from the Client's Orders transacting in an ASX Trading Platform under strict rules of time and price priority.

4. ORDERS RELATING TO DERIVATIVES PRODUCTS

4.1 Closing Out Derivatives Contracts

If, as a result of Orders submitted by the Client through the DMA Service, a Derivatives Contract registered in the Client's account with Penson as Buyer and a Derivatives Contract in the same Series or Delivery Month is registered in the Client's account with Penson as Seller, Penson will use its best endeavours to ensure that the corresponding Derivatives Contracts registered with ASX Clear are closed out by ASX Clear in accordance with ASX Clear Rule 13.2. However, the Client acknowledges and agrees that the Client's obligations in relation to those Derivatives Contracts continue in force until ASX Clear has closed out the corresponding Derivatives Contracts registered with it in accordance with ASX Clear Rule 13.2.

4.2 Exercise of a Derivatives Contract

The Client acknowledges that, if the Client wishes to exercise a Derivatives Contract registered in the Client's account with Penson:

- a. the Client is not able to do so through the DMA Service (whether or not that Derivatives Contract was bought through the DMA Service); and
- b. the Client must contact the Intermediary directly in order to communicate the Client's instruction to exercise that Derivatives Contract (and the Intermediary in turn will be responsible for communicating the Client's instruction to Penson).

5. TRADING RULES

5.1 DMA Trading Limits

Penson may at any time through the DMA Service impose, and from time to time vary, DMA Trading Limits. Without limitation, Penson may impose DMA Trading Limits on any or all of the following:

- a. the value or number of any buy Orders or trades;
- b. the value or number of any sell Orders or trades;
- c. the available cleared funds;
- d. the available sponsored stock;
- e. the net value of any buy Orders or trades less sell Orders or trades;
- f. the gross value of any buy Orders or trades and any sell Orders or trades;
- g. the value of any Order or trade; and
- h. the value of any Order submitted by one or more Authorised Person, or trade undertaken by such a person.

The Client must comply, and ensure that each Authorised Person complies, with all applicable DMA Trading Limits.

5.2 Prohibited orders

The Client must ensure that:

- a. each Authorised Person accesses the DMA Service in a way that ensures fairness, efficiency and ongoing protection of market integrity;
- b. it does not place an Order through the DMA such that the beneficial ownership of the financial products which are the subject of the Order would not change if the Order was executed;
- c. it does not take any action, fail to take any action or place any Order through the DMA Service where that Order (or the resulting transaction) would violate or cause or result in the Client, the Intermediary or Penson violating any Applicable Regulation, including without limitation, any Applicable Regulation in relation to:
 - i. market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching of orders;
 - ii. insider trading;

- iii. front running;
- iv. fraud;
- v. creation of a disorderly market or otherwise prejudicing the integrity or efficiency of the market; or
- vi. misleading or deceptive conduct; and
- vii. each Order is submitted in accordance with these terms or any policy or operational guideline published by Penson from time to time in relation to the DMA Service.

5.3 Filters

Penson may impose Filters to restrict the placement of any Orders or the execution of any trades through the DMA Service, including (without limitation) Filters whose object is to:

- a. prevent a breach of the provisions set out in this paragraph 4;
- b. prevent Orders being registered with an ASX Trading Platform where the price at which the Order is submitted through the DMA Service is too far from the prevailing market price for the relevant security or financial product;
- c. ensure that the DMA Service does not interfere with the efficiency and integrity of the market conducted by ASX;
- d. ensure that the DMA Service does not interfere with the proper functioning of any ASX Trading Platform; or
- e. facilitate compliance with, and prevent breaches of, the Applicable Regulations.

Penson has, and accepts, no responsibility or liability to the Client or any person claiming through the Client for failing to submit such Orders to an ASX Trading Platform.

5.4 Delays

The Client acknowledges that there may be delays in the processing or execution of an Order placed through the DMA Service, and:

- a. an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed;
- b. The Intermediary and the Client remain liable to Penson to settle the original Order, until any relevant amendment or cancellation is effected; and
- c. Penson will not be liable for any loss or damage to the Client by reason of any delay in processing any Order submitted through the DMA Service.

5.5 Penson takes no responsibility

The Client acknowledges that Penson takes no responsibility for the processing, execution or cancellation of any Orders placed through the DMA Service or for any delays in relation to the same.

6. RECONCILIATION

The Client is responsible for reconciling end-of-day confirmations against its records on any given trading day, and must communicate to Penson, any discrepancies found in this reconciliation before the market opens on the next trading day. The Client acknowledges that Penson is not responsible in any circumstances for the losses of any kind of the Client that occur through errors that go undetected as a result of the failure of the Client to perform this reconciliation.

7. PRINCIPAL TRADING BY PENSON

The Client acknowledges that Penson and/or any of Penson's related bodies corporate or affiliates may:

- a. enter a transaction in securities, derivatives, warrants and other financial products on ASX as principal and, where permitted by law, may take the opposite position in any such transaction, acting either for a client or on Penson's own account (and the Client consents to Penson and/or Penson's related bodies corporate and affiliates entering such transactions and taking such positions); and
- b. place principal orders on the same terms as any Order, and that Penson's order may be filled before an Order due to it being entered into the relevant ASX Trading Platform prior to the Order.

8. PENSON'S WARRANTIES AND LIABILITIES

8.1 No representations or warranties about the DMA Service

Subject to those provisions of the *Competition and Consumer Act* (Cth) and any other rights implied by law, which cannot be excluded by agreement between the parties, Penson makes no representations or warranties express or implied, including without limitation, any implied warranties as to merchantability, quality or fitness for a particular purpose or otherwise (including as to accuracy, currency, availability, completeness or quality) with respect to the DMA Service.

8.2 Exclusion of liability

The Client acknowledges that the DMA Service is provided at its risk and that to the extent permitted by law, Penson excludes all liability in contract, tort (including negligence) or otherwise relating to or resulting from use of the DMA Service, including without limitation, liability for any loss or damage (including incidental, indirect and consequential loss and damage, loss of prospective profits, or expenses) incurred or suffered by the Client directly or indirectly, as a result of:

- a. any defect, delay, failure, inaccuracy in, use of or inability to use the DMA Service; or
- b. any government restriction, exchange or market rulings, suspension of trading computer or telephone failure, unlawful access to the DMA Service, theft, sabotage, war, earthquakes, strikes, force majeure and without limitation, any other conditions beyond Penson's control.

8.3 Limitation of liability in any event

Penson's liability shall in any event be limited to:

- a. in the case of goods, replacement or repair of the goods; and
- b. in the case of services, re-supply of the services.

8.4 System and trading risks

The Client acknowledges that there is significant risk in trading through a system, including the DMA Service, which is serviced by means of computer and telecommunications systems, even where generally accepted industry standards and practices are followed, including that:

- a. the access to and use of the DMA Service cannot be operated in all circumstances without error including, without limitation, errors in computer programs and telecommunications systems. These errors may result in, among other things:
 - i. a delay in telecommunications services;
 - ii. interrupted service and faults, such that the DMA Service may not remain accessible at all times during the trading day and there may be problems affecting the stability of the DMA Service that could cause the Client to be unable to enter Orders via the DMA Service during normal trading hours;
 - iii. Orders and other communications relating to trading and execution not reaching Penson or being lost, rejected or partially received or sent, such that they are not accurately received or sent by the Client or Penson and are not representative of the original content of the Orders and other communications relating to trading and execution;
 - iv. inaccuracies in the provision of the DMA Service and generally;
 - v. the Client's data may not be protected, and there are risks that other users of the DMA Service, institutions or holders or an Australian financial services licence will be able to see Orders submitted by the Client and other communications relating to trading and execution without the Client's (or Penson's) consent and that third parties (including persons on private networks) may have the ability to attach to the Client's network;
 - vi. Orders and other communications relating to trading and execution and other data submitted to the DMA Service will not remain confidential;
 - vii. the Client's system may not be compatible with the DMA Service or an ASX Trading Platform, and that this incompatibility may lead to an unstable environment; and
 - viii. Orders may be placed through the DMA Service without the Client's authority by a person using the Security Information given to the Client and accordingly, that trades which have not been authorised by the Client may be executed.

9. TERMINATION

Penson may terminate the Client's participation in the DMA Service at any time by notice in writing.

The Client may terminate its participation in the DMA Service by request in writing to Penson. The Client acknowledges that if the Intermediary's participation in the DMA Service is terminated, the Client's participation will also be terminated.

Termination of the Client's participation does not affect its outstanding obligations under this agreement or any other agreement you have with Penson.

10. DEFINITIONS

AFSL means Australian Financial Services Licence

Authorised Person means a person who is nominated and permitted by Penson to submit Orders through the DMA Service using the Security Information provided by Penson or the Intermediary.

ASX Trading Platform means a Trading Platform (as defined in the ASIC Market Integrity Rules).

Derivatives Contract has the meaning given to Options Market Contract or Derivatives CCP Contract, each as defined in the ASX Clear Rules or the corresponding contract between the Client and Penson, as the context requires.

DMA System means the on-line system through which the Client is able to connect to the DMA Service, and where applicable includes the software and hardware applicable to that system.

DMA Trading Limits means the limits that Penson may place on the Orders that may be submitted and/or the trades that may be undertaken through the DMA Service.

Intermediary means the AFSL holder or Corporate Authorised Representative of an AFSL holder with whom you instructed to buy/sell financial products on your behalf

Filters mean the restrictions Penson imposes, whether by automated or manual means, to limit the Client's ability to place Orders through the DMA Service.

Order means an order for the purchase or sale of (or other dealing in) securities and/or financial products made through the DMA Service using the Security Information provided to the Client and, as the context requires, includes (without limitation):

- a. an order or instruction to amend or cancel an existing order submitted through the DMA Service; or
- b. an order or instruction to open or close out a position in Derivatives Contracts.

Security Information means the user code, user name and password given to the Client by Penson or the Intermediary in connection with use of the DMA Service.