

The AUSIEX International Markets service (“International Markets” or “International Trading”) is an international share trading, nominee and custody service provided by Australian Investment Exchange Limited (“AUSIEX, We, Us, Our”) ABN 71 076 515 930, AFSL 241400, a wholly owned subsidiary of Nomura Research Institute, Ltd. (“NRI”).

Please keep these Terms and Conditions for future reference. These Terms and Conditions are to be read in conjunction with the Share Trading Terms and Conditions and the AUSIEX Privacy Policy. If there are any inconsistencies between these Terms and Conditions and the Share Trading Terms and Conditions, the Terms and Conditions of the International Markets Service will prevail.

TERMS AND CONDITIONS OF THE AUSIEX INTERNATIONAL MARKETS SERVICE

In consideration of AUSIEX providing access to the Trading Site and its Services to You, You agree to abide by the following Terms and Conditions:

1.0 DEFINITIONS

- 1.1 **AML/CTF Laws** means the requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (**AML/CTF Act**) and the regulations made thereunder, including the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (**AML/CTF Rules**) or the equivalent international jurisdiction;
- 1.2 **AUSIEX** means Australian Investment Exchange Limited (ABN 71 076 515 930 AFSL 241400);
- 1.3 **Available Exchanges** means an international exchange made available by Us from time to time as being an exchange on which We’ll execute or arrange for the execution of trades in accordance with the International Markets Trading Terms and Conditions. The Available Exchanges can be viewed within the trading platform and is subject to change from time to time;
- 1.4 **Agent** means any broker or custodian appointed by Us including international brokers, an International Custodian, international clearers and banks;
- 1.5 **Funding Account** means the cash account/s that is used for funding trades and were sell proceeds are deposited prior to being withdrawn;
- 1.6 **International Custodian** means Saxo Capital Markets (Australia) Limited (ABN 32 110 128 286 AFSL No. 280372 or any other person We select to hold Your International Securities in accordance with these Terms and Conditions;
- 1.7 **DocuSign** means the cloud-based electronic signature technology that allows users to sign documents electronically.
- 1.8 **International Listed Entity** means an entity that issues or makes available International Securities;
- 1.9 **International Securities** means financial products listed on a foreign stock exchange and include, but is not limited to stocks, shares, bonds, derivatives, debentures or other debt securities, notes, rights, units, options, and any other instruments representing rights to receive, purchase or subscribe for same;
- 1.10 **Licensed Market** means a financial market which is approved as a facility which offers the ability to regularly buy and sell financial products;
- 1.11 **EU Issuer** means a company that has a registered office in a member state of the European Union (EU) and the shares of which are admitted to trading on a Licensed Market situated or operating within a EU member state;
- 1.12 **Market Data** means any financial or market data provided by Saxo Capital Markets or another third party, including but not limited to pricing data whether real time, delayed or end of day price, and any type of instrument, master data or other types of reference data, volume data, depth, news and content;
- 1.13 **Market Data Sources** means the source from where the market data originates, typically an exchange or index provider;
- 1.14 **Mandatory Corporate Action** means a corporate action event which is not elective and affects all shareholders of relevant International Securities. Mandatory Corporate Actions include (but not limited to): stock splits, bonus issues, capital reconstructions, mergers, cash dividends and capital repayments;
- 1.15 **Nominee(s)** means an Authorised Representative;
- 1.16 **Personal Information** means information or an opinion (including information or an opinion forming part of a data base), whether true or not, and whether recorded in material form or not, about a person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- 1.17 **Portfolio** means all International Securities held from time to time by an Agent or by Us on Your behalf under these Terms and Conditions;
- 1.18 **Privacy Act** means the Privacy Act 1988 (Cth);
- 1.19 **Privacy Policy** means the Privacy Policy that is on the AUSIEX webpage and updated from time to time;
- 1.20 **Proscribed Person** means a person who appears to Us either (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth); (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or (d) to act on behalf, or for the benefit of, a person listed in subclauses (a) – (c);
- 1.21 **Sanctions Laws** means Sanctions Laws refers to any trade, economic or financial sanctions administered or enforced by the United Nations, the Australian Department of Foreign Affairs and Trade (DFAT), or any other relevant sanctions authority in jurisdictions where the Participant conducts operations;
- 1.22 **Sanctioned Individual/Entity** means Sanctioned Person/ Entity means a person or entity who is: (a) listed on any sanctions list maintained by the United Nations or the Australian Department of Foreign Affairs and Trade (DFAT); (b) residing in or incorporated in countries subjected to Australian government sanctions; (c) known to engage in activities leading to their inclusion on Australian sanctions lists; (d) act on behalf, or for the benefit of, a person or entity listed in sub-clauses (a) – (c);
- 1.23 **Service** means the AUSIEX International Markets service which is the international share trading, nominee, and

custody service provided by AUSIEX, and as defined in the International Markets Share Trading Terms and Conditions;

- 1.24 **Service Provider** means the related or non-related service provider nominated by AUSIEX to provide the Service (where applicable);
- 1.25 **SRD II** means EU Directive 2007/36/EC on the exercise of certain rights of shareholders in listed companies as well as EU Directive 2017/82 amending Directive 2007/36/EC in regards to the encouragement of long-term shareholder engagement;
- 1.26 **Trading Site** means international.ausieux.com.au;
- 1.27 **Unfair Contract Term Legislation** means the regime under schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and sections 47A(1) and 47B(1) of the *Fair Trading Act 1998 (Cth)*;
- 1.28 **Terms and Conditions** means these Terms and Conditions, setting out the agreement between You and Us;
- 1.29 **We, Our and Us** means Australian Investment Exchange Limited (ABN 71 076 515 930 AFSL 241400);
- 1.30 **You or Your** means the person or persons named in the application to deal in International Securities and where the context requires or permits all of them.

2.0 YOUR AGREEMENT WITH US

- 2.1 These Terms and Conditions apply to all dealings between You and Us and any Agent of ours, when You apply for an International Markets trading account with Us. They apply in addition to the Share Trading Terms and Conditions although these International Markets Terms and Conditions prevail in the extent of any inconsistency. A reference in the Share Trading Terms and Conditions to “securities” or “shares” includes “International Securities”.
- 2.2 You agree to appoint Us to execute, arrange, or arrange facilities for execution of trades in International Securities and to arrange associated settlement and custody services.
- 2.3 You agree to provide Us with an electronic address and authorise Us to send confirmation for any dealing, or any notice to You, electronically to the latest such address advised to Us.
- 2.4 Any dealings between Us and Our Agent, or between You and Our Agent, may also be subject to the Terms and Conditions or trading rules of Our Agent.
- 2.5 You agree that the name of the International Custodian will appear on the share registry as a legal owner rather than Your own name.
- 2.6 You agree that when dealing in International Securities under these Terms and Conditions You do not have the right to obtain physical delivery of those securities where those securities are registered in the name of Our appointed Agent on Your behalf.
- 2.7 You also agree that Our Agent may exercise any rights that We or any other Agent may have under these Terms and Conditions.
- 2.8 You agree that You will be liable to pay the applicable market fees for Your trades. We may aggregate Your trades with other trades, which may result in reduced aggregate market fees payable by Us. However, You will still be required to pay

the market fees which would have applied to Your trade if the trade had remained a stand-alone trade.

- 2.9 Orders to buy or sell International Securities may only be valid for terms that We determine from time to time and within the maximum terms allowed on the relevant Available Exchange.
- 2.10 You acknowledge that We don't provide financial advice and Your dealing in International Securities is based on Your own judgement and/or Your own independent legal, tax or financial advice.
- 2.11 You acknowledge when opening an International Securities account and using Our services, We may, from time to time: amend, change and offer specific International Securities foreign stock exchanges, foreign markets and foreign currencies for transaction. We will only make these changes when We have legitimate business reasons to do so or if We have to comply with a regulatory requirement.
- 2.12 For electronic signatures only:
You agree that if You choose to execute any document which is required by AUSIEX in relation to the AUSIEX International Market services, utilising DocuSign, You understand that:
 - a) You are signing the documents electronically and that Your electronic signature is equivalent to Your ‘wet ink’ signature; and
 - b) You are legally bound to the terms and conditions of the documents you have electronically signed.

3.0 YOUR FUNDING ACCOUNT

- 3.1 We or Our Agent may deposit in one or more Funding Accounts, all monies received on Your behalf relating to the Portfolio. A Funding Account may be held in Our name, or that of the Agent (as We consider Our Agent to be advisable as required for legitimate business purposes) or You. Any such Funding Account may be a multi-currency account and may be on the Terms and Conditions imposed by any Agent of ours who holds a Funding Account on Your behalf. You agree to pay Us or Our Agent, all fees and charges and indemnify Us for any liabilities arising from the operation of cash accounts by either Us or Our Agent on Your behalf.
- 3.2 An Australian Dollar (AUD) denominated Funding Account will be made available to You. You may choose to elect for a multi-currency funding structure where You will be allocated one or more foreign currency Funding Accounts.
- 3.3 We will only permit trading in International Securities where You have sufficient cleared funds or a transaction has been entered into where cleared funds will be available at the time of settlement and/or the relevant International Securities are held by an International Custodian on Your behalf.

4.0 ORDERS AND INSTRUCTIONS

- 4.1 Orders to buy or sell International Securities:
 - a) may only be valid for terms, which may be updated from time to time and only within the maximum terms permitted by the relevant Available Exchange. View the International Markets Exchange Rules and Market Conduct Information available at the AUSIEX website for further information.

- b) may be rejected or refused, for any legitimate business and/or compliance reason. Without limiting the circumstances in which We may reject or refuse to arrange for execution of an order, some examples of such reasons may include:
 - i. there are insufficient cleared funds deposited in Your account;
 - ii. application of the relevant market rules requires it to be rejected/refused; and/or
 - iii. where securities required for settlement of a trade are not available.
- 4.2 You may give Us an order to buy or sell an International Security or otherwise deal with an International Security in one of the following ways (or in any other way We agree):
 - i. through Our Trading Site; or
 - ii. by calling Us, to arrange associated settlement and custody services.
- 4.3 You must provide Us with any information that We reasonably request in order to accept Your orders.
- 4.4 You understand that AUSIEX operates a funds in advance model and accordingly, You are responsible, prior to placing an order to buy with Us, that You have sufficient cleared funds in Your account and acknowledge, that if You do not have sufficient cleared funds, Your order to buy may be refused or rejected by Us. You understand, that this model is subject to change from time to time dependent on AUSIEX's legitimate business requirements and in the event of any change to this process, We will notify You via an update to these terms or on our website.
- 4.5 You are responsible for ensuring the accuracy and completeness of Your order.
- 4.6 Orders may be placed in accordance with the order types and restrictions on the Trading Site and the applicable Available Exchange. Orders will not be cancelled unless the order is cancelled by You prior to execution, or in accordance with the conditions of the applicable order type and market on which the order is placed.
- 4.7 You acknowledge that while We'll take reasonable endeavours to ensure orders are placed to market as soon as practicable, orders in respect of International Securities will generally take longer to put on to an Available Exchange in comparison to orders for domestic trading.
- 4.8 An order received when the applicable market is not open may be actioned in the time period in which the market is open for trading, provided it hasn't expired or been cancelled.
- 4.9 If You request variations to or cancellation of an open order recorded by Us, the order won't be varied or cancelled until We notify You that Your request has been accepted and we confirm we have actioned the variation and/or cancellation.
- 4.10 Withdrawal Instructions:
 - a) Withdrawal requests for funds held in Your Funding Account can only be made in AUD currency, and when approved, funds will be remitted to Your linked nominated bank account.
- 4.11 You acknowledge that the instance of a non-business day will delay any settlement to the following business day.

5.0 DELAYS IN PROCESSING YOUR ORDERS

- 5.1 You acknowledge that We make all reasonable attempts to enter Your instructions to buy or sell securities as soon as practicable and will not be liable for any claims for lost opportunity or loss whether direct or consequential, should delays be experienced.
- 5.2 You acknowledge that We will make all reasonable attempts to:
 - a) effect any instruction to cancel or amend orders as quickly as possible; and
 - b) inform You when orders are filled prior to an amendment or cancellation instruction being cancelled.
- 5.3 If an order is filled prior to a cancellation or amendment instruction being effected, You will accept the transaction(s) on the original terms.
- 5.4 If You have concerns in relation to Your order, You will make all reasonable attempts to verify whether the order has been received, approved and effected prior to taking any further action. You agree to issue specific cancellation or amendment instructions with respect to an existing order and not to attempt to effect such changes by placing a second or duplicate order. You will be solely responsible and liable for any duplicate orders that You place.
- 5.5 If, acting reasonably, We consider that where there is a dispute between Us about an order or instruction You have given Us, for example, the number of shares You have asked Us to buy, or the bid price for shares, We may take, without prior notice to You, any action which in Our reasonable opinion We consider necessary to close any open position the subject of the dispute, for example, by selling shares. If We have taken such action, We will notify You, as soon as practicable after the action and try to resolve any outstanding issues.
- 5.6 We will use reasonable endeavours to execute or arrange for the execution of Your instructions. You agree We won't be responsible for any losses You may incur as a result of any delay or error in the transmission or execution of Your orders, and You acknowledge that international time differences and timing of public holidays or other similar observances may lead to delays in receipt of instructions and execution by Us.
- 5.7 Where an order for an International Security remains partially filled for more than one trading day, you will be charged at least the minimum fee(s) for each day a transaction is executed in respect of that order until the order is completely filled.
You acknowledge that in the circumstance whereby an order regarding a security is split, and therefore remains partially filled over the period of more than one trading day, you will be charged at least the minimum fee(s) for each day that is required for the order to be executed completely and filled.

6.0 CONFIRMATIONS

- 6.1 Unless We otherwise state or specify, all confirmations for sale or purchase of International Securities for Your account, will be in the currency of the country in which You have chosen to deal in. You acknowledge and agree that You will accept the foreign exchange risks of trading in International Securities including, but not limited to: the risks of cash

held; of dividends or other income payments received; of expenses or other liabilities incurred; and of exchange controls or other laws that may prohibit or impose costs on transfers of International Securities or cash or accounts held in countries outside Australia (or denominated in currencies other than Australian dollars). Where You have information to show there's an error, You must bring this to Our attention, as soon as reasonably possible, so that We can facilitate the error being corrected.

- 6.2 Any dividend, interest, or any other cash payment to which You are entitled, in relation to any International Securities held on Your behalf, may be credited to Your account less withholding tax and any other applicable charges.
- 6.3 You acknowledge and agree that Your confirmations regarding International Securities will be sent to Your nominated email address.

7.0 FOREIGN EXCHANGE

- 7.1 Unless You and We otherwise agree, You acknowledge that any foreign exchange offered by Us may be conducted at current rates of dealing for such transactions. You agree that We will not be liable for any loss suffered by You as a result of the conversion of an amount to or from Australian dollars or as a result of the timing of the conversion.
- 7.2 Foreign exchange is offered only for the purpose of settlement of trades. The foreign exchange rate may change at any time, and as such there may be an additional charge to cover this. AUSIEX and/or the International Custodian will charge a foreign exchange fee as set out in the Financial Services Guide. You agree to pay such fees for the provision and use of the International Markets service.
- 7.3 You and Us will be bound by the local applicable laws, rules, customs, usages, and practices, including, but not limited to taxation, of the country in which any dealing is either wholly or partly transacted under these Terms and Conditions.
- 7.4 If You request variation to or cancellation of an open order recorded by Us, the order cannot be varied or cancelled until Your request has been notified by Us or by You by way of internet trading systems, or as Our Agent prescribes, to Our Agent and confirmation of the variation or cancellation from Our Agent has been received by Us or You.
- 7.5 You also agree that neither We nor Our employees, contractors or Agents are responsible for any loss whether direct or consequential, and whether in connection with a cash account or otherwise, that You suffer or incur in connection with Your business dealings with Us or Our Agents.

8.0 THIRD PARTY SERVICE PROVIDERS

- 8.1
 - a) We agree to exercise reasonable care in selecting Our Agents and Our International Custodian however, We do not make any representation or warranty as to timeliness, reliability, accuracy or completeness of the material/services provided by Our Agents and Our International Custodian. Subject to any terms implied by law and which cannot be excluded, We do not

accept any responsibility arising in any way for errors, or omission from those material/services, therefore We will not be liable for any losses sustained or incurred by You by reason of any act, omission, fraud or negligence of any of Our Agents or International Custodian.

- b) Notwithstanding sub-clause 8.1(a), We will be liable to You if You suffer loss in respect of Your International Securities due to a failure by Our Agents or International Custodian to comply with its legal duties under these Terms and Conditions and any other agreement relating to the holding of Your International Securities or to observe reasonable standards generally applied by providers of custodial or depository services for holding property such as International Securities.
 - c) Sub-clause 8.1(a) will not apply to the extent that the loss arises from the insolvency of Our Agents or International Custodian and We have taken reasonable care in engaging and monitoring compliance by that International Custodian.
- 8.2. You acknowledge that:
- a) the use of access of the International Securities Trading Site, from time to time:
 - i. may not be free from any fault, error or defects in design or engineering; and
 - ii. may have inaccurate, incomplete and not up to date information; and
 - b) We will, after becoming aware of:
 - i. any fault, error or defect in design or engineering; or
 - ii. any inaccurate, incomplete and not up to date information;
- resolve the issue as soon as practicable and if applicable, will notify You regarding any resolutions.
- 8.3. We and Our Agents may use price quoting services, from time to time, in connection with the provision of the services referred to in clause 2 of these Terms and Conditions. You agree We will not be liable to You for any loss resulting to You caused by any inaccuracy in the information or advice supplied by price quoting services. You agree that We may limit Your access to price quoting services or may charge You fees based on Your usage of these services if We have legitimate business purposes to do so.
 - 8.4. You acknowledge that if You access Market Data provided by Saxo Capital Markets:
 - a) That all information You provide to Us to subscribe to Market Data Services will be true and correct at all times and You will notify Us of any changes to this information within 48 hours of the change;
 - b) You will protect Your Saxo Bank Market Data Service trading platform unique login at all times and not disclose Your unique login to any other party;
 - c) Any disclosure of Your unique login to another party may result in You being charged a penalty fee;
 - d) Your information may be stored and shared to Market Data Sources. Please review SAXO Bank's Privacy Policy at Privacy Policy | Saxo Markets (home.saxo) to

understand their compliance with their privacy and data security obligations;

- e) That Your subscription fees for the Market Data will be deducted from the back account You have nominated;
- f) That the Market Data may be, at times, inaccurate, unavailable or incomplete. If You find this to be the case, please contact Us via Our customer service team for discussion about corrections and/or (if applicable) resolutions.
- g) That You will be required to be compliant with Your subscription agreement at all times. Any non-compliance to this agreement may incur penalties or fines.

8.5. We may from time to time, be required to implement operational changes with respect to the SAXO International platform. In this event, We will notify all impacted customers within 14 days' written notice, unless there is an urgency with implementation then We will notify any impacted customers as soon as practicable after the change has occurred. We will not notify customers We consider are not impacted by the operational changes.

9.0 CORPORATE ACTIONS

9.1

- a) We are not obliged to notify You of any proposed Mandatory Corporate Actions in relation to securities held by You and cannot be held liable for any failure for You to act on a corporate action.
- b) We are not obliged to provide You with copies of annual reports or company announcements of an International Listed Entity in which You hold International Securities. You may request that We obtain copies of particular documents and if We're able to do so, such documents will be provided to You. We reserve the right to charge You Our reasonable costs for the provision of such documents.
- c) Some corporate actions may have withholding tax applied. If there is an income element to the corporate action, withholding tax will be deducted:
 - i. from Your International Markets trading account, or
 - ii. Your International Securities will be sold down to recover the withholding tax amount;
 - iii. Your cash proceeds from corporate actions and dividends will be paid to You in Australian dollars if You have an AUD funding structure. If You have a multi-currency funding structure then it will be paid in the local currency if that denominated Funding Account is available.

9.2 As the beneficial but not the legal owner of Your International Securities:

- a) You won't be able to participate in voluntary corporate actions and We won't accept any instructions on Your behalf in relation to voluntary corporate actions.
- b) You instruct Us that Your default election for corporate actions is to either receive cash or stock, in that order.

We reserve the right to offer alternative elections on specific corporate actions at Our discretion and We will process Your instructions accordingly. Where We offer, and You elect to take a non-default election, You acknowledge We may take actions consistent with that election as required.

- 9.3 All Mandatory Corporate Actions of an International Listed Entity in which You hold International Securities will be automatically accepted by Us on Your behalf.
- 9.4 If as a result of a Mandatory Corporate Action You're entitled to a fraction of a security, We'll round that fraction down to the nearest whole number. If, as a result of the operation of this clause, We hold surplus securities, We may sell these securities and distribute the proceeds of the sale proportionally to clients (including You). We reserve the right to retain or sell fractional securities and not distribute them for legitimate business or regulatory reasons.
- 9.5 We must fulfill specific responsibilities outlined in SRD II by providing EU Issuers, upon their or their nominated third party's request, with certain details about Your holdings in said EU Issuers. You acknowledge and agree that, upon a request from an EU Issuer where you own shares, or their nominated third party, and only as mandated by SRD II, We will promptly share relevant information about You with the Issuer.
- 9.6 As mandated by SRD II, and upon Your request, We will transmit to You or Your Adviser the necessary information from an EU Issuer in which You hold shares, enabling You to exercise rights associated with those shares. This information will be directed to all shareholders of that class. If the EU Issuer makes this information available on its website, We may simply notify You of its location on the website. We are not obligated to transmit the information or provide such notification to You or Your Adviser if the Issuer provides it to all shareholders.
- 9.7 We will not levy any charge to You for the services provided by Us under clause 9.5 and 9.6 of this Agreement.

10.0 FEES AND CHARGES AND SET OFF

- 10.1 You agree to pay Us by way of deduction from a cash account held on Your commission, fees and charges in connection with the services provided under these Terms and Conditions, as varied (for legitimate business purposes) by Us on seven (7) days' written notice, at the rates and currency notified by Us either in writing, by email, or posted on Our website, together with:
 - a) any fees, taxes or other charges levied by a third party or in connection with provision of the services; and
 - b) interest on any unpaid amounts at the rate determined by Us from time to time until the date of payment.
- 10.2 You agree that if You fail to pay any amount due and payable under these Terms and Conditions, We or Our Agent may apply any cash held by Us, Our Agents or You and may sell or dispose of any International Securities under Our control or the control of Our Agents or any other securities of yours under Our control, and apply the proceeds in satisfaction of the monies owing by You and in payment of any reasonable

additional charges incurred by Us. You will be liable to Us for any shortfall or entitled to any surplus proceeds and You agree to bear the foreign exchange risk associated with any such application of cash. We are not responsible for any tax implications, losses or gains.

10.3 Without limiting any other rights We have under these Terms and Conditions, We are entitled to, set off amounts due to Us against amounts We hold for You in any account or via direct debit, including but not limited to Your cash accounts. Where We've incurred additional costs, We'll either set off or direct debit funds from Your account or payment from You, either verbally or in writing.

10.4 In limited circumstances, We may combine or set off the whole or any part of Your cash account to pay any outstanding debt You may have with Us, such as a debit balance in another account You hold with Us. If We have a legitimate business requirement to do this, We'll immediately notify You after doing so. This includes combining any of Your bank accounts held with Us, and applies whether or not the account is subject to notice, or whether the account has matured or the amount is due.

11.0 REPRESENTATIONS AND WARRANTIES

11.1 You agree that We reserve the right to immediately remove or limit Your access to the facilities described in these Terms and Conditions should Your usage constitute a breach of these Terms and Conditions or otherwise be considered by Us in Our discretion to be unreasonable.

11.2 You agree that:

- a) If You or a signatory appears to be a Proscribed Person, then We may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to You; refuse to allow or to facilitate any of Your assets held by Us to be used or dealt with; refuse to make any asset available to You to any other proscribed person or entity; or terminate these arrangements with You. We will be under no liability to You if We do any or all of these things. Our rights under this clause are in addition to all other rights We may have;
- b) If We exercise Our rights under subclause 11.2(a), You must pay Us any damages, losses, costs or expenses that We incur in relation to any action taken under subclause 11.2(a), including without limitation, administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting Our obligations under these Terms and Conditions.

11.3 You represent and warrant that:

- a) You are authorised to enter into these Terms and Conditions and to authorise Us to act on Your behalf in International Securities transactions, and You authorise Us to act on Your behalf in respect of these transactions;
- b) the Portfolio is free of any security interest or encumbrance, and You agree that We or Our Agents may decline to hold on Your behalf any International

Securities of yours, affected by any such security interest, encumbrance or other restriction;

- c) that You have obtained Your own independent taxation, legal and/or financial advice (as applicable), as necessary, prior to entering into any overseas transactions;
- d) Your use of the International Markets service will comply with all applicable laws, rules and regulations, all applicable policies and practices of securities exchanges and associations, alternative trading facilities, and regulatory or self-regulatory organisations (including their policies, regulations and procedures) as applicable to the International Markets Service;
- e) You are an Australian resident for taxation purposes;
- f) You are not a US citizen (or in the case of a company, a company incorporated in the US);
- g) You have completed and provided all necessary tax declarations for each of the Available Exchanges You wish to trade on;
- h) You are responsible for all investment or trading decisions made by You with respect to the International Markets service;
- i) We will not be responsible for determining the suitability, appropriateness or advisability of any transaction currency conversion.
- j) We do not guarantee the performance of any International Securities;
- k) You will only use the International Markets service and enter into transactions for Your own benefit and will not use the service on behalf of third parties (unless agreed with Us). Where You act for a third party, You must immediately provide to Us details of the identity, address, occupation and contact details of the person on whose behalf You used the International Markets service;
- l) You will not use the International Markets service to effect transactions in International Securities of an International Listed Entity, where You, or Your affiliates, are that International Listed Entity (or a director of that International Listed Entity);
- m) the transactions will not be subject to any rules of the ASX, and You won't receive the benefit of coverage under the National Guarantee Fund or any equivalent fund operating in the jurisdiction of an Available Exchange;
- n) no short selling of International Securities will be allowed. You must own the International Securities that You wish to sell (as evidenced by Our records);
- o) any market data supplied by third parties and available via Our Trading Site will be on a delayed basis. We won't be responsible for any losses due to delayed data;
- p) We will take all reasonable steps to ensure a counterparty meets its settlement obligations. However, in the unlikely event it doesn't, the order will be unwound and You'll be reimbursed in Currency or Your

International Securities will be returned to You, as the case may be. We won't be liable for any loss You may suffer as a result of any such failed settlement and any subsequent transactions affected by such a failure;

- q) under the rules of the operator of each Available Exchanges, an operator has the power to cancel or amend an order. Similarly, We, and any Service Provider undertaking execution services on Our behalf, may cancel or amend an order in reliance upon the rules of an Available Exchange;
- r) You are not permitted to use any automated trading arrangements, algorithms or other software in connection with the access and use of the Trading Site, as well as not engaging in any proprietary trading.

12.0 CUSTODIAL ARRANGEMENTS

- 12.1 You agree that We may enter into custody agreements with an Agent or Agents to enable the provision of custodial services to You in relation to International Securities. If We do enter into custody arrangements with an Agent or Agents, Your International Securities will be held by an International Custodian on Your behalf. You will retain beneficial ownership (but not legal ownership) of Your International Securities. This means that the name of the International Custodian rather than Your name will appear on the share registry. Upon Your request, We will acknowledge the manner in which the International Securities are held.
- 12.2 We acknowledge that We are prohibited from taking or granting any charge, mortgage, lien or other encumbrance over, or in relation to, Your International Securities held by an International Custodian, unless:
 - a) it is for expenses and outlays made within these Terms and Conditions (other than Our unpaid fees); or
 - b) in accordance with Your written instructions as set out in these Terms and Conditions or otherwise.
- 12.3 If We change the International Custodian or enter into custody arrangements with another Agent or Agents, We will provide You with written notice of and the contact information of the International Custodian as soon as reasonably practicable before arranging for Your International Securities to be held by that International Custodian (and in any event before Your International Securities are held by that International Custodian).
- 12.4 The International Custodian that holds Your International Securities will retain records relevant to those assets in a way that enables it to readily identify those International Securities which are held on Your behalf. The records will also include information about the transactions undertaken and how, by whom, and when they were authorised. Upon request, We will make these records available to You.
- 12.5 We will apply reasonable verification procedures for the appropriately frequent reconciliation and checking of Your International Securities.
- 12.6 You agree You will complete any further documentation when required by Us to satisfy any statutory or regulatory requirements associated with these Terms and Conditions or as required by Our Agents, including provision of taxation

declarations and residency declarations. You must, as soon as practicable, advise Us of any material change in Your circumstances that would invalidate any such taxation and residency declarations already provided. If We are so advised, We are entitled to terminate the services provided to You immediately by giving written notice to You, and the provisions of clause 14.4 of these Terms and Conditions will apply. You agree to indemnify Us and Our Agents against liability arising from Your failure to satisfy any statutory or regulatory requirements.

13.0 LIABILITY AND INDEMNIFICATION

- 13.1 You agree to indemnify Us and Our Agents against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses including legal costs paid, suffered or incurred in connection with these Terms and Conditions except where caused by Our negligence, dishonesty, fraud and/or willful misconduct.
- 13.2 You agree We are not liable to You for the acts or omissions of Our Agents.

14. VARIATION AND TERMINATION

- 14.1 We may, from time to time, vary these Terms and Conditions to:
 - a) add, change or remove any concessions or benefits;
 - b) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;
 - c) accommodate changes in the needs or requirements of Our clients, such as new product features or services;
 - d) correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
 - e) bring Us into line with Our competitors, industry or market practice or best practice in Australia or overseas; and/or
 - f) reflect changes in technology or Our processes including Our computer systems.
- 14.2 Each of the changes in paragraphs (a) to (f) is a separate right and this clause is to be read as if such change was a separately expressed right. Without limiting Our rights under paragraphs (a) to (f), We may from time to time vary any of the Terms and Conditions other than the ones mentioned above (e.g., due to unforeseen events) acting reasonably in relation to ongoing compliance with a regulatory requirement or law or for legitimate business purposes.
If We vary these Terms and Conditions the changes shall apply to all dealings between You and Us on and from the day on which the variation takes effect. We will give not less than seven (7) days' notice to You, at the postal or electronic address last notified to Us by You, or at Our website.
- 14.3 Either You or Us may terminate the agreement between Us governed by these Terms and Conditions by giving not less than seven (7) days' prior written notice to the other.
- 14.4 Subject to Our other rights under these Terms and Conditions, upon termination of the agreement:
 - a) any previously arising rights and obligations of either of Us will not be affected;

- b) We and Our Agents may enter into transactions to settle or otherwise extinguish or off-set obligations incurred by Us or them in relation to the Portfolio prior to termination;
- c) We agree to take all necessary steps to vest control of the Portfolio in You (or as You otherwise direct in writing), subject to payment by You of all charges and expenses and those of Our Agents incurred as a result of termination of the agreement; and
- d) You must, within a reasonable time, give Us instructions regarding the transfer of Your Portfolio. If You do not provide Us with instructions within a reasonable time, We will sell Your Portfolio on Your behalf and credit the proceeds to Your nominated account.

14.5 We have and will maintain a business continuity plan, to enable Us to provide You with an International Securities trading account in any contingency for which We can reasonably plan.

15.0 ANTI-MONEY LAUNDERING AND SANCTIONS

- 15.1 You agree that We may delay, block or refuse to process any transaction and give immediate notice to suspend or terminate the International Markets service without incurring any liability if We suspect that a transaction, delay, block or refuse to process any transaction and give immediate notice to suspend or terminate the International Markets service without incurring any liability if We suspect that a transaction:
- a) may breach any AML/CTF laws;
 - b) involves any person/entity that is itself sanctioned or is connected, directly or indirectly, to any person/entity that is sanctioned under the sanctions regime imposed by the United Nation, Australia or any other country, or
 - c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- 15.2 You must provide all information to Us which We reasonably require to adhere to foreign jurisdictional requirements in order to manage AML/CTF Laws, Sanction Laws, or to comply with any laws or regulations in Australia or any other country. You agree that We may disclose any information concerning You to any law enforcement, regulatory agency or court where required by any such law or regulation.
- 15.3 You declare and undertake that the processing of any transaction by Us in accordance with Your instructions won't breach any laws or regulations in any country.

16.0 FOREIGN COMPLIANCE

- 16.1 You authorise Us to provide Your personal details and details of Your International Securities transactions and currency conversions as required to comply with:
- a) any applicable local law, rule or regulation;
 - b) an order from a statutory authority, operator of a financial market or court (including a judicial decision); or
 - c) the requirements of the International Listed Entity in which You hold or have held International Securities.

17.0 GOVERNING LAW

- 17.1 You acknowledge that these Terms and Conditions are governed by the laws of New South Wales and You and We submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 17.2 If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these Terms and Conditions will continue to apply as if the void or unenforceable part had never existed.
- 17.3 Every other clause of this Contract is subject to the terms of this clause 17.3. If any term of these Terms and Conditions is regulated by legislation relating to unfair contract terms and we are advantaged by that term, we may only exercise our rights under that term, to the extent (if any) reasonably necessary to protect our legitimate interests, unless the term would not cause a significant imbalance in the parties' rights and obligations under these Terms and Conditions or it would not cause detriment (financial or otherwise) to You if we applied that term or relied on it. Words under this clause have the same meaning as under the applicable legislation.

18.0 TAXATION

- 18.1 AUSIEX is not a registered tax agent. As the taxation implications are complex and different from investing in Australian securities, We recommend that You seek advice from an independent registered tax agent to evaluate whether an investment in International Securities is appropriate to Your particular financial circumstances and objectives; and to ascertain whether You're entitled to claim back any withholding taxes.
- 18.2 International Securities may attract withholding taxes on any income and cash dividends in some jurisdictions. All withholding tax is deducted in the applicable currency of the jurisdiction in which the withholding tax applies.
- 18.3 The International Custodian, will withhold tax at the treaty rate applicable under the local laws. For International Securities that are traded on an Available Exchange, We reserve the right not to make any application for reclaim at source. We recommend You consider how this may impact Your particular financial circumstances. We currently only allow Australian tax residents and non-US Persons to purchase International Securities using Our service. No foreign residents are permitted to trade or open an International Markets trading account (including Australian Tax Residents that may also be foreign residents for tax purposes.
- 18.4 All accounts must be entirely Australian tax resident-owned, meaning no account opening will be completed where any trustees, beneficiaries or directors, or any other controlling persons are non-Australian tax residents.
- 18.5 If, at any time, You or any associated parties to Your International Markets trading account become non-Australian Tax residents, You must immediately notify Us and provide authorisation to Us to sell Your holdings and close Your International Markets trading account. Upon the disposal, We will return any proceeds to You.

- 18.6 In general, You will be liable for tax on foreign-sourced income and will be required to include this information in Your Australian tax return.
- 18.7 Under various double taxation treaties entered into between Australia and the applicable foreign jurisdiction, an amount of tax will be withheld in the countries of origin on any income repatriated offshore (to Australia). We do not support reclaims of tax withheld in each of these countries. We will inform You of how much tax was withheld so that You can provide the information to Your tax agent.

19.0 AVAILABLE EXCHANGES AND INTERNATIONAL SECURITIES THAT WE OFFER

- 19.1 The International Markets service, is only offered in relation to International Securities listed on Available Exchanges, which may be updated from time to time on the trading platform.
- 19.2 We reserve the right to withdraw or add an Available Exchange and/or an International Security to/from the International Markets service, dependent on Our legitimate business requirements. If We withdraw an Available Exchange from the International Markets service, We will ensure to give You reasonable notice (“withdrawal notice”) of not less than thirty (30) days (unless circumstances beyond Our control necessitate a shorter or no notice period) regarding Our withdrawal from the designated International Securities, foreign stock exchanges, foreign markets and foreign currencies. During the notice period as defined in the withdrawal notice, You will have the option to provide Us instructions on how to deal with any affected International Securities. If You fail to respond by the stated time in the withdrawal notice, We’ll have the right to sell any affected International Securities on Your behalf and credit the proceeds (net of any deductions or set-offs that We are entitled to make) to Your International Markets trading account.
- 19.3 You acknowledge, that the Available Exchanges may terminate Your orders at their discretion.

20.0 RECORDS AND CONFIDENTIALITY

- 20.1 Records in respect of Your International Securities held by Us, or the International Custodian, including any associated transactions, will be retained by the relevant entity holding the International Securities.
- 20.2 We will ensure that the relevant entity holding Your International Securities will conduct appropriately regular verifications and reconciliations in respect of Your International Securities.
- 20.3 We will report to You, in respect of Your International Securities, as We are required to do so, by law.

21.0 ADVISER TERMS

- 21.1 You acknowledge that You authorise Your adviser to open an International Markets trading account with Us and to give instructions to Us on this account. You accept that Your adviser has access to all information relating to transactions undertaken in relation to dealings with Your International Markets trading account.

- 21.4 You acknowledge that Your adviser or the Adviser’s named licensee may delegate authorisations to persons nominated by the Australian Financial Services Licence holder from time to time.

22.0 DIRECT DEBIT REQUEST SERVICE AGREEMENT

22.1 Debit Arrangements:

- a) We will advise You, in writing or electronically, in the form of a Confirmation, the drawing details that includes the settlement amount due and the settlement date.
- b) Where the settlement date falls on a non-business day, We will draw the amount on the next immediate business day.
- c) We reserve the right to charge a dishonour fee, if any debit item already debited from Your nominated account is returned as unpaid, by the financial institution.
- d) We will keep all information about Your nominated bank account, private and confidential, unless this information is required by Us to investigate a claim made on it relating to an alleged incorrect or wrongful debt, or as otherwise required by law.
- e) In the event of a debit returned unpaid, We may attempt a redraw on Your nominated account.
- f) We will advise You in writing with 14 days’ in advance, if there are any changes to the Direct Debit arrangements.
- g) If You provide an incorrect bank account number, You may incur a fee if We have processed a transaction to that account.

23.0 YOUR RIGHTS

- 23.1 You may terminate the Direct Debit arrangement of Your trades with Us by providing Us written confirmation of this termination.
- 23.2 In the event, You consider Your debit is incorrect for any reason (for example, the due date or amount debited), You should raise the matter with Us so that We can investigate further and facilitate resolution, if applicable.

24.0 YOUR RESPONSIBILITIES

24.1 It is Your responsibility:

- a) to check with the financial institution where Your account is held before completing the Direct Debit Request (DDR) as Direct Debiting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts. You should also complete Your account details (including Bank State Branch (BSB) number) directly off a recent account statement from Your financial institution;
- b) to ensure sufficient cleared funds are available prior to placing a buy order;
- c) to ensure sufficient cleared funds are available in the nominated account to meet the debit on the due date of Your transactions executed by Us;

- d) to ensure that the authorisation to debit the nominated account is in the same name as the account signing the instruction held by the financial institution where the account is held;
- e) to advise Us if the account You have nominated to debit is transferred or closed;
- f) to ensure that suitable arrangements are made if the Direct Debit is cancelled;
 - by yourself;
 - by Your nominated financial institution; or
 - for any other reason.


26 How to contact Us


- 26.1 For privacy-related enquiries, please contact Us on the details provided in the footer of this document. We aim to resolve Your query or complaint at Your first point of contact with Us, however if You have tried to resolve Your complaint and are not satisfied with the outcome, You may call AUSIEX Customer Relations on 1300 302 449, or write to AUSIEX Customer Relations, Reply Paid 85148, Australia Square NSW 1215.

25.0 Customer Information and Privacy

- 25.1 This clause applies to any Personal Information provided to, or obtained or accessed by Us or Our Agents, in the course of providing the Service, or otherwise in connection with these Terms and Conditions.
- 25.2 You acknowledge that You reviewed Our Privacy Policy, which must be read in conjunction with these Terms and Conditions and is available on Our website, and understand that this explains how We collect, use, disclose and transfer or otherwise handle Your Personal Information and that it does not cover any third party service provider's collection, use or disclosure of Personal Information, which You should refer to the third party service provider's privacy policy.
- 25.3 If You do not wish to provide Your Personal Information to Us or Our third party service providers, We may not be able to provide You with the International Securities service in accordance with these Terms and Conditions. We request You contact Us to discuss Your situation further via Our customer relations team.
- 25.4 Apart from disclosure to the Australian Securities and Investments Commission (ASIC), where otherwise permitted by law or where You have agreed to the disclosure in these Terms and Conditions, We will keep Your confidential information in confidence.

Have questions? Connect with Us.

 **AUSIEX**
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