

Macquarie Vision Third Party Authority

Use this form to authorise someone else to view or operate your Macquarie account on your behalf and specify the level of authority you wish to give them. For Macquarie Trading and Investment accounts, this form also allows you to authorise a third party to operate the Vision Cash account and Vision Savings account.

Please refer to **Terms relating to each of the levels of authority** in section 6 to learn more about authority levels.

Please use black ink and mark boxes with an .

1. Account details

Account number

Account name

To appoint a company or other third party firm ► **go to section 2**

To appoint an individual ► **go to section 3**

To appoint both ► **complete both sections 2 and 3**

Please ensure account holders sign **section 5**. If not already supplied, Individuals will need to provide their identification. Further information is available at macquarie.com.au/idforms

2. Appointment of a financial services company

You can use this section to appoint a company or other firm such as a financial advisory firm, stockbroking firm, accounting firm or administrator to have access to your Macquarie account.

Company/firm name

Wrap Third Party code (if known)

Name of Company representative

Is this company already registered?

Yes No, please also have the company/firm complete the *Macquarie Vision Third Party registration form*

The company will automatically receive Enquiry access for Macquarie accounts.

Company Code/Bulk Transacting Code (if known)

For Macquarie Trading and Investment accounts only, if you want the company be given authority to transact on your Cash Account, please select the level of authority you are giving:

Authorised Signatory Authority¹

Government/Tax Payment Authority

Enquiry Authority

General Withdrawal Authority

Financial Services Debit Authority

3. Appointment of an individual

First individual

A. Details of first individual

This section is to be completed by the first individual appointed

Title:

Full name:

Any other name known by:

Date of birth:

Residential address (cannot be a post office box):

Street number and name:

Suburb/town:

State:

Postcode:

Occupation:

How have you mainly accumulated your wealth? (select one)

Savings from employment

Business operations

Superannuation

Investments

Inheritance/Gift

Foreign Income

Sale of property or asset

Legal settlement

Macquarie Access code (if known):

If you do not have a Macquarie Access Code, we will generate one and send it to the address provided.

Phone number:

Email address:

1. If you selected Authorised Signatory authority, additional identification may be required. Further information is available at macquarie.com/idforms. A Financial Services Company must be registered with Macquarie before it can be given access to/authority on the account.

B. Withdrawal Authority

Please refer to the terms relating to each of the levels of authority in section 6. By completing this form, you accept and agree to be bound by the terms and conditions contained in the offer document. If you do not already have a copy of the offer document you can obtain it from macquarie.com.au/yourwrap or by contacting us.

Authorised signatory

This provides the individual with signing authority on the Cash Account and with Online Portal access on your Macquarie account. Macquarie Super or Pension accounts will receive 'enquiry only' if this option is selected.

What are the operating instructions?

any to sign

all to sign

other, please specify:

Government – Tax Payment Authority (for Trading and Investment accounts and available to Advisers only)

This enables the individual to make tax payments online on your behalf from the Cash Account and gives Online Portal access on your Macquarie account. Macquarie Super and Pension accounts will receive 'enquiry only' if this option is selected.

Enquiry only – This provides the individual with the ability to access information and view your Macquarie account.

C. Authorised Representative – Trading and Investment Accounts

This provides the Authorised Representative with authority to trade Securities and/or Domestic ETOs on your account.

Select as applicable:

I authorise the trading of Securities only on the accounts listed in Section 1.

I authorise the trading of Securities and Domestic ETOs on the accounts listed in Section 1.

Please refer to the Macquarie Share Trading terms and conditions and/or the Domestic Exchange Traded Options (ETOs) and Warrants Trading Agreement (as applicable) for further information in relation to the terms of the authority.

Would you like your Appointed Representative to receive copies of trade confirmations for this account via email?

Yes No

If yes, please ensure your Appointed Representative provides an email address above.

D. Declaration

The individual named above accepts the appointment of the account holder on the terms set out herein together with the declarations and acknowledgements in the applicable terms and conditions.

Signature

Date

Second individual

A. Details of second individual

This section is to be completed by the second individual appointed

Title:

Full name:

Any other name known by:

Date of birth:

Residential address (cannot be a post office box):

Street number and name:

Suburb/town:

State:

Postcode:

Occupation:

How have you mainly accumulated your wealth? (select one)

Savings from employment

Business operations

Superannuation

Investments

Inheritance/Gift

Foreign Income

Sale of property or asset

Legal settlement

Macquarie Access code (if known):

If you do not have a Macquarie Access Code, we will generate one and send it to the address provided.

Phone number:

Email address:

B. Withdrawal Authority

Please refer to the terms relating to each of the levels of authority in section 6. By completing this form, you accept and agree to be bound by the terms and conditions contained in the offer document. If you do not already have a copy of the offer document you can obtain it from macquarie.com.au/yourwrap or by contacting us.

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What are the operating instructions?

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This enables the individual to make tax payments online on your behalf from the Cash Account and gives Online Portal access on your Macquarie account. Macquarie Super and Pension accounts will receive 'enquiry only' if this option is selected.

Enquiry only - This provides the individual with the ability to access information and view your Macquarie account.

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Select as applicable:

I authorise the trading of Securities only on the accounts listed in Section 1.

I authorise the trading of Securities and Domestic ETOs on the accounts listed in Section 1.

Please refer to the Macquarie Share Trading terms and conditions and/or the Domestic Exchange Traded Options (ETOs) and Warrants Trading Agreement (as applicable) for further information in relation to the terms of the authority.

Would you like your Appointed Representative to receive copies of trade confirmations for this account via email?

Yes No

If yes, please ensure your Appointed Representative provides an email address above.

D. Declaration

The individual named above accepts the appointment of the account holder on the terms set out herein together with the declarations and acknowledgements in the applicable terms and conditions.

Signature

Date

4. Would you like to cancel a Third Party Authority or Company access on your Macquarie account?

No

Yes, please specify name:

Existing authorities will remain on your Macquarie account if this section is not completed.

5. Declaration and signature of account holders

For personal accounts, all account holders must sign. For company accounts two directors, a director and a secretary, or a sole director must sign. Please note that the directors/secretary who sign must be existing account signatories.

You can sign this form electronically via one of our approved electronic signature providers and submit the form via email with any additional documentation required. Please visit Help Centre to view our submission requirements and a list of our approved electronic signature providers. Please attach a copy of the account holder(s) Driver's License or Passport. The identification does not need to be certified.

I/we:

- accept and agree to be bound by the terms and conditions in the applicable offer document and in section 6 of this form, that relate to the appointment of third party authorities,
- authorise the company/dealer group whose name appears in section 2 (Appointee), which includes the individual signatories appointed by the company/dealer group, OR the individual(s) whose signature(s) appear in section 3, to operate my/our account nominated in section 1,
- acknowledge that, even if I/we do not make use of Macquarie's various electronic and telephone services, the Appointee(s) may be able to make use of those services in operating my/our account on my/our behalf,
- authorise the Appointee(s) to deal in securities and derivatives on the above account number. Macquarie is entitled to rely on any instruction given by any one of the Appointee(s) as if such instructions were authorised by me/us,
- acknowledge that Macquarie is only responsible for the advice that it provides and Macquarie is not responsible for advice I/we or my/our Appointee(s) may receive from other sources,
- irrevocably indemnify Macquarie against actions, proceedings, liabilities, claims, demands, costs, losses or expenses of whatever nature suffered or incurred by Macquarie arising out of or in connection with any acts or omissions of the Appointee(s),
- agree that the appointment of an Appointee(s) will continue until I/we cancel it in writing addressed to Macquarie Equities. Further, I/we agree that Macquarie may accept instructions from them and I/we cannot claim the Appointee(s) is/are not acting on my/our behalf until I/we have notified Macquarie,
- agree that if I/we have appointed more than one person as an Appointee, Macquarie can accept instructions from any one of them, and
- accept that if I/we or my/our Appointee(s) do not provide Macquarie with information as requested, or there is a delay in providing Macquarie with this information, Macquarie may not be able to execute my/our instructions or instructions from my/ our Appointee(s). Macquarie is not liable for any loss incurred by me/us as a result of any action of Macquarie that either delays an instruction being executed or results in an instruction being declined, when these actions are necessary for Macquarie to comply with its obligations under the law and the ASX Rules. Macquarie may require further information from me/us or my/our Appointee(s) from time to time in order to meet its obligations under the law and the ASX Rules and I/we or my/our Appointee(s) agree to provide Macquarie with whatever additional information is reasonably required in order for Macquarie to meet its obligations under the law and the ASX Rules.

Signature 1

Signature 2

Date:

Title:

Date:

Title:

Name:

Name:

If a company officer, your corporate title:

If a company officer, your corporate title:

6. Terms and conditions

Terms and conditions for Third Party Online Access

Background

1. Macquarie maintains and offers a facility by which users are able to access Macquarie software containing client data, by way of internet. This facility which includes associated data, information and software owned by or licensed to Macquarie, is referred to throughout these conditions of use as Online Portal. Macquarie agrees to allow a third party access to and use of the Online Portal, on the conditions of use below.
2. "Macquarie" refers to Macquarie Bank Limited, Macquarie Investment Management Limited, Macquarie Equities Limited, and every other member of the Macquarie Group, their employees and agents.
3. "Third Party" refers to any other party that you give access to view your account online, including companies, firms or sole traders. If applicable "Third Party" may also refer to administrative staff of the company or firm.

Conditions of use

1. You authorise a "Third Party" to view the information of your account on Online Portal.
2. You authorise the "Third Party" to use the Online Portal service to view your account, if permitted by Macquarie:
 - a. for legitimate purposes, and
 - b. in accordance with the terms and conditions of use, and
 - c. not to interfere with or damage (or attempt to interfere or damage) any code, data, or software associated with Online Portal.
3. You will notify Macquarie immediately if:
 - a. you suspect the third party is using the access without your authorisation, or
 - b. you believe the third party is breaching any of these conditions of use.
4. You:
 - a. accept full responsibility and you indemnify Macquarie for any expense, loss or liability (howsoever characterised or caused) incurred as a result of the Third Party using Online Portal, and
 - b. release us from claims and liabilities in connection with any act or omission relating to the appointment of a third party to your account.
5. Anything associated with or available through Online Portal belongs to Macquarie or other third persons and is protected by intellectual property rights.
6. Macquarie will use reasonable efforts to provide (but does not warrant that it will provide):
 - a. access to Online Portal for the third party at all reasonable times, and
 - b. reliable data and information, to the extent that it is within its control. Macquarie takes no responsibility for the reliability of data and information outside its control.
7. Where you give authority to a company, firm or sole trader:
 - a. the company, firm, or sole trader will give us details of people who can view your account on their/its behalf
 - b. you acknowledge and agree that the company, firm, or sole trader may do this

- c. the company or firm must tell us in writing if any nominated person no longer has authority. If we have not been advised in writing that the person no longer has authority, then that person may still view your account and you cannot claim that he or she is not acting for you until we are told by the company or firm in writing.
8. Subject to conditions and warranties implied by legislation, Macquarie excludes:
 - a. liability for any delay, interruption, or unavailability of Online Portal and for any inaccuracy or incompleteness of data provided to a third party and available online, and
 - b. all terms implied by statute, general law, or custom except ones that may not be excluded. If Macquarie breaches any condition or warranty implied by legislation into a contract with a consumer, Macquarie limits its liability for that breach to a resupply of the goods or services in respect of which the breach occurred.
 9. Macquarie reserves the right to:
 - a. change any of these conditions of use at any time and you agree to comply with those changes from the time you are notified (which may be by a notice on the Macquarie website or by any other form of notice), and
 - b. suspend or cancel the appointment of a third party as an authority on your account without telling you in writing.
 10. This authority takes effect on the date that we amend our records to note the appointment and continues until you cancel it by telling us in writing. Cancellation also takes effect on the date that we amend our records to note the change.

General terms which apply to all levels of withdrawal authority

1. Only you may appoint a third party to withdraw from your Cash Account.
2. If you appoint a third party to withdraw from your Cash Account they will automatically be able to enquire on your Cash Account also.
3. We can impose additional conditions to these authorities at any time (acting reasonably).
4. You acknowledge and agree that these terms apply to the third party you appoint in the same way that they apply to you. We recommend that you ensure that every third party that you give authority in respect of your Cash Account has read and complies with these terms.
5. You will be in breach of these terms if any third party that you give authority to does not comply with these terms.
6. This authority takes effect on the date when we amend our records to note the appointment of the third party. This continues until we cancel it or you cancel it by contacting us. Cancellation takes effect on the date when we amend our records to note the change.
7. We will notify you if we cancel the appointment of a third party.
8. We will cancel the authority given to a third party if we are notified of the death, bankruptcy or loss of capacity of either you or the third party
9. Third parties cannot set up direct debits on your Cash Account or, subject to clause 7.10, give other third parties access or authority on your Cash Account.

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10. Where you give authority to a company or firm:
 - a. the company or firm will give us details of people who can transact on its behalf
 - b. you acknowledge and agree that the company or firm may do this and the people they nominate can access your Cash Account according to the authority you have given to the company or firm
 - c. we will only act on Withdrawal requests from the company or firm, if the person requesting the Withdrawal has been nominated by it in accordance with our procedures, and
 - d. the company or firm must contact us if any nominated person no longer has authority. If you change adviser or cease using one, you should ensure you contact us promptly to cancel their authority. Otherwise, they may still be able to operate your Cash Account.
 11. You acknowledge and agree that if the third party appointed by you does not comply with these terms, we may, acting reasonably, cancel the person's authorisation, and also suspend, freeze or block your Cash Account.
 12. You release us from all claims and liabilities in relation to your Cash Account resulting from the appointment of any third party, including your Financial Services Professional or any person nominated by them, as well as their use of Adviser Initiated Payments.
 13. However we remain liable for any loss or liability which:
 - a. arises as a result of our negligence, or
 - b. by operation of law we cannot exclude.
 17. **Tax Payment Authority**
You authorise the third party to withdraw funds from your Cash Account to make payments on your behalf directly to the Australian Taxation Office (ATO).
 18. **General Withdrawal Authority**
 - a. You authorise the third party to make payments and Withdrawals for any purpose.
 - b. General Withdrawal Authority does not authorise the third party to make any changes to your Cash Account details or close your Cash Account.
 - c. Your Financial Services Professional reserves the right to hold funds from the time the order is placed or the time of execution to settle trades.
 19. **Authorised Signatory Authority**
 - a. You authorise the third party to make payments and Withdrawals according to the General Withdrawal Authority terms above.
 - b. In addition, this authority also allows the third party to change your Cash Account details (subject to the signing instruction) and to close your Cash Account. This authority does not allow the authorised signatory to appoint other authorised signatories. We only allow Financial Service Professionals to be appointed as an Authorised Signatory in limited circumstances, and we reserve the right to remove such access from Financial Service Professionals in our absolute discretion.

Terms relating to each of the levels of withdrawal authority

14. You agree to terms and conditions for Online Portal as set out in the applicable offer document available from **macquarie.com/vision**
15. **Enquiry Authority**
 - a. You authorise the third party to have access to information about your account.
 - b. Enquiry Authority does not allow the third party to make Withdrawals from your Cash Account, make changes to your Cash Account details or close your Cash Account.
16. **Financial Services Debit Authority:** You authorise your Financial Services Professional to make Withdrawals from your Cash Account to an account held in the name of or controlled by the Financial Services Professional's company or firm through which they are licensed to provide financial services to you.

Please complete and return the form to **Macquarie Vision, GPO Box 4045, Sydney NSW 2001**, or via email to **vision@macquarie.com** or via fax to **1800 025 175**.

If you have any queries about completing this form please contact us on **1800 501 562**.

Macquarie Share Trading Terms and Conditions

Macquarie Equities Limited

November 2023

Important notice

It is important that you carefully read and understand all the terms and conditions of trading with Macquarie Equities Limited contained in this document. These Terms are subject to Applicable Law and are legally binding as a contract between Macquarie Equities and you and the Clearing and Settlement Participant and you, from the time you next give an Order to Macquarie Equities to enter into a Transaction after having received a copy of this document. They may be varied from time to time as set out in Part I.

This document consists of the following:

- **Introduction**
- **CHES Sponsorship**
- **Interpretation**
- **Part A:** Macquarie Equities Terms and Conditions
- **Part B:** Clearing and Settlement Terms and Conditions
- **Part C:** CHES Sponsorship Agreement
- **Part D:** Representations and Warranties
- **Part E:** Partly Paid Security Agreement
- **Part F:** Your privacy
- **Part G:** AML/CTF Laws
- **Part H:** Foreign Tax Residency – FATCA and CRS
- **Part I:** Variation and Termination
- **Part J:** General
- **Part K:** Direct Debit Service Agreement

The Macquarie Share Trading service is provided by Macquarie Equities Limited (MEL) ABN 41 002 574 923, AFSL 237504 as an ASX and Cboe trading participant and Third Party Platform Pty Ltd (TPP) ABN 74 121 227 905, AFSL 314341 as a participant of ASX Clear and ASX Settlement. Neither MEL nor TPP are representatives of each other.

MEL is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Cth) and MEL's obligations do not represent deposits or other liabilities of Macquarie Bank Limited ABN 46 008 583 542 AFSL and Australian Credit Licence 237502 (MBL). Any investments are subject to investment risk including possible delays in repayment and loss of income and principal invested. MBL does not guarantee or otherwise provide assurance in respect of the obligations of MEL.

The information in this booklet does not take into account your objectives, financial situation or needs. Before acting on this information, you should consider the appropriateness of the information having regard to your situation. We recommend you obtain financial, legal and taxation advice before making any financial investment decision.

Introduction

There are risks associated with investing in any asset class and we recommend that you discuss these with a financial adviser before you make any investments.

Australian listed securities, in common with all the other asset classes (e.g. real property and government bonds), can decline in value as well as increase. The measure of this change in value is often referred to as volatility. That is, the more the value varies over time, the more volatile the asset and the more risk involved in investing in it. On the other hand, generally the less volatile an asset is, the less likelihood there is of any significant capital gain or loss from investing in that asset.

Australian listed securities are generally more volatile than some other asset classes. However, the markets for other asset classes are not as efficient or transparent as the sharemarket. So, while the sharemarket can be volatile, the significant amount of information available to investors, and the process of continuously determining and making public the real market value of securities, may reduce the impact of this volatility.

What are the risks?

The following is a general guide to the types of risks you may be exposed to.

Overall market risks

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

Domestic versus international factors

A company may be vulnerable to international events or market factors. Such factors may include movements in exchange rates, changes in trade or tariff policies and changes in other stock or bond markets.

Sector-specific factors

These may include demand for the product of that sector, commodity prices, the economic cycle of industry, changes in consumer demands, lifestyle changes and changes in technology.

Company-specific factors

These may include the strength of the company's management, profit history, tangible asset base, debt level and fixed cost structure, litigation, profits or losses on particular contracts, competition from within the sector, and whether it is exploring for recoverable resources or is developing a new product.

Limitations of research

The research used by financial advisers is basically the opinion of specialist analysts. It can never be guaranteed, is only valid for a limited time and is often subject to market movements. The suitability of a research recommendation can also vary depending on your investment timeframe. For example, what may be a 'sell' recommendation for a short-term investor may be a 'hold' or 'buy' for a long-term investor.

The mere fact that a security is recommended by an analyst as a 'buy' does not necessarily mean that the security is a suitable investment for you. You should consult your financial adviser before acting on any research report.

Basic investment strategies - what are the alternatives?

The type of security you invest in may differ depending on your investment goals. A financial adviser can provide you with personal advice that takes into account your objectives, financial situation and needs prior to investing in Australian listed securities.

Income

You require a secure income stream, perhaps to meet your living expenses, you may wish to concentrate on securities with a strong dividend history and high franking level.

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Growth

You do not require a secure income stream as your income needs are met via other sources. However, you wish to achieve capital growth to provide a hedge against inflation, to accumulate wealth and/or to defer taxation.

You should remember that the securities with the greatest potential for growth may also have the greatest potential for loss in value.

Mix of growth and income

Your needs may include both a secure income stream and some measure of capital growth.

Short-term trading

You wish to trade in shares with a view to profiting from short-term price movements in the stock market.

Mixture of all

Some securities will be acquired for each of the above purposes.

CHESSE Sponsorship

What is CHESSE?

Clearing House Electronic Subregister System (CHESSE) is the computer system operated by ASX Settlement Pty Ltd (ASX Settlement) to record share holdings and manage the settlement of security transactions.

ASX Settlement participants in CHESSE, are bound by the ASX Settlement Rules. Securities can be either broker or issuer sponsored. By executing a sponsorship agreement, the broker sponsors your holding(s) of securities in CHESSE. Your holdings are identified by a unique Holder Identification Number (HIN).

Under CHESSE, if you buy securities through Macquarie Equities Limited (ABN 41 002 574 923, AFSL 237504) (Macquarie Equities), the securities will automatically be registered in your name in an electronic subregister sponsored by Third Party Platform Pty Ltd (ABN 74 121 227 905, AFSL 314341) (TPP). In addition, TPP will be able to transfer those securities out of your name at settlement without the need for any further action on your part. CHESSE also gives you the ability to amend your registration address for all your holdings at the same time.

Is the CHESSE subregister secure?

The CHESSE subregister and the actions of your CHESSE sponsor are regulated by the Corporations Act and the ASX Settlement Rules. The ASX regulates all CHESSE sponsors to ensure they comply with the Rules and other legislation. CHESSE uses several forms of electronic security to minimise the risk of unauthorised access.

What are some of the benefits of being CHESSE sponsored?

By electing to be CHESSE sponsored, you receive the following:

- upon receipt of a written confirmation of a change to your registered address signed by all account holders, TPP will notify CHESSE and the registries of your current holdings, saving you the need to contact each registry separately
- you receive regular holding statements directly from CHESSE and a new statement is issued to you whenever there is any change to your CHESSE sponsored securities
- your Tax File Number (TFN), if quoted, will be forwarded to each registry for your current holdings to prevent you paying unnecessary withholding tax, and avoid having to supply your TFN to each registry individually.

Explanation of the effect of TPP's CHESSE Sponsorship Agreement

The CHESSE Sponsorship Agreement (CHESSE Agreement) is set out in full in Part C of the Macquarie Share Trading Terms and Conditions. It is important that you read the CHESSE Agreement and understand the following explanation before electing to be CHESSE sponsored by TPP.

Appointment of TPP as your Sponsor

By entering into the CHESSE Agreement with TPP, you appoint TPP to act as your 'Sponsor' or 'Controlling Participant' in respect of all securities registered in your name and all securities transacted on your behalf.

TPP will not facilitate the settlement of AQUA Products. Where a request is received to transfer AQUA Product CHESSE Holdings from another broker to TPP, the holdings will be converted to Issuer Sponsored Holdings.

Within CHESSE, all your holdings will be identified by your HIN. TPP is not obliged to transfer your securities to your HIN until payment for them has been received. If payment is not made, Macquarie Equities or TPP has the right to sell the securities at your risk and expense.

You can provide TPP with instructions to withdraw your securities from your HIN and provided you have met all your obligations, your instructions will be complied with. If you have not paid Macquarie Equities or TPP an amount lawfully owed by you, Macquarie Equities or TPP can refuse to comply with your Withdrawal Instructions, but only to the extent that we retain securities to a maximum value of 120 per cent of the amount owing.

The CHESSE Agreement sets out what happens to your CHESSE Holdings in the event of the death or bankruptcy of the Holder, or one of the Holders if the account is in joint names.

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The CHESS Agreement also outlines the terms upon which the agreement can be varied and terminated, the regulatory regime and authority that applies to TPP, and how you can lodge a complaint or claim for compensation.

For further information about the effect of the CHESS Agreement, or if you would like to receive a copy of the CHESS Agreement after you enter it, you can contact your financial adviser or call TPP on 1300 786 199 (within Australia) or +61 3 8663 2700 (international).

Share registry notification service

Where your sponsor is TPP, you are eligible for the share registry notification service. Macquarie will arrange for your Linked Settlement Account details to be provided to participating share registries so that dividends, distributions, interest and income will be directly credited to your Linked Settlement Account.

Interpretation

Definitions

In Parts A to K of these terms and conditions, defined terms have the following meanings unless otherwise stated in any Part:

“AML/CTF Laws” means any obligations imposed under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth);

“Applicable Law” means all laws, regulations, regulatory instruments, guidelines and codes applicable to the services provided under these Terms including but not limited to, the Corporations Act, ASIC Market Integrity Rules, Market Operating Rules, ASX Clearing Rules, ASX Settlement Rules and AML/CTF Laws;

“ASIC” means the Australian Securities and Investments Commission;

“ASIC Market Integrity Rules” means the ASIC Market Integrity Rules (Securities Markets) 2017, as amended from time to time, and any other market integrity rules adopted by ASIC that apply to the services provided under these Terms;

“ASX” means ASX Limited (ABN 98 008 624 691) or the Market operated by that entity or any subsequent entity, as the context requires;

“ASX Clear” means the clearing facility operated by ASX Clear Pty Limited (ABN 48 001 314 503) or any subsequent operator;

“ASX Clearing Rules” means the operating rules of ASX Clear as amended from time to time;

“ASX Operating Rules” means the rules governing the operation of ASX, which are available at asx.com.au;

“ASX Settlement” means the settlement facility operated by ASX Settlement Pty Ltd (ABN 49 008 504 532) or any subsequent operator;

“ASX Settlement Rules” means the operating rules of ASX Settlement as amended from time to time;

“Authorised Representative” means any person authorised in writing by you to operate, or provide instructions in relation to, the account on behalf of the Client;

“Business Day” means a day on which trading banks in Sydney are open for business (excluding Saturday or Sunday);

“Cboe” means Cboe Australia Pty Ltd (ACN 129 584 667), or the Market operated by that entity or any subsequent entity, as the context requires;

“CHES” means the Clearing House Electronic Subregister System operated by ASX, and its successor once that is operational;

“CHES Holding” means a holding of Securities on the CHES Subregister;

“Client” or **“you”** means the person, body corporate or other entity for whom Macquarie Equities establishes a trading account and includes, where the context permits, any Authorised Representative, Nominated Representative or otherwise authorised financial adviser acting as agent for that person. If more than one person, body corporate or other entity will use an account, ‘Client’ or ‘you’ means each of them separately and every two or more of them jointly and includes their successors and assigns;

“Clearing and Settlement Participant” means TPP or such other clearing and settlement participant appointed by Macquarie Equities to clear and settle your Transactions and notified to you in accordance with the Applicable Law;

“Clearing and Settlement Terms and Conditions” means the Terms set out in Part B which describe the clearing and settlement arrangements for Transactions which are cleared and settled by the Clearing and Settlement Participant, as amended from time to time;

“Controlling Participant” means the ASX Settlement participant that has the capacity in CHES to transfer or convert Securities from the CHES Holding;

“Corporations Act” means the Corporations Act 2001 (Cth), as amended from time to time;

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“Corporations Regulations” means the Corporations Regulations 2001 (Cth), as amended from time to time;

“GST” means a goods and services tax or similar tax imposed in Australia by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time, and the related imposition Acts;

“HIN” means Holder Identification Number;

“Holder” means a person registered as the legal owner of Securities in a holding;

“Holder Record” means the registration details, the HIN and the Holder type as recorded by ASX Settlement in CHESS for the purpose of operating one or more CHESS Holdings;

“Holder Record Lock” means a facility that prevents Securities from being deducted from any current holding to which the relevant Holder Record applies, pursuant to a transfer or conversion;

“Holding” means a holding of Securities on CHESS;

“Issuer Sponsored Holding” means a parcel of Securities registered and held in an uncertificated manner and for which the relevant share registry administers the register of holdings and stock movements on behalf of the issuer of the Securities;

“Linked Settlement Account” means the cash settlement account linked to your trading account as we may approve from time to time;

“Macquarie Equities” means Macquarie Equities Limited (ABN 41 002 574 923 AFSL 237504) a participant of ASX and Cboe;

“Macquarie Group” means Macquarie Group Limited (ABN 94 122 169 279) and its related bodies corporate (as defined in the Corporations Act);

“Market” means a financial market within the meaning of that term in the Corporations Act;

“Market Operating Rules” means the operating rules of ASX or Cboe (as the relevant context permits) as amended from time to time;

“Market Operator” means the operator of a Market, or of a clearing and settlement facility (as that term is defined in the Corporations Act);

“MBL” means Macquarie Bank Limited (ABN 46 008 583 542);

“MIML” means Macquarie Investment Management Limited (ABN 66 002 867 003);

“Nominated Representative” means any Authorised Representative who provides you with financial services (as defined by the Corporations Act), including but not limited to personal financial product advice in relation to Securities;

“Normal Trading Hours” means period of normal or continuous trading (Sydney time) on a Trading Day on the relevant venue;

“Order” means an instruction by you to enter into a Transaction, and includes a variation, cancellation or verification of an instruction;

“our”, “us” or “we” or “Macquarie” means, as the context requires, Macquarie Equities, Macquarie Group, MIML or MBL;

“Partly Paid Security” means a Quoted Product (as defined in the ASIC Market Integrity Rules) for which the Holder may be liable to pay a call or instalment 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;

“Partly Paid Security Agreement” means the Partly Paid Security Agreement in Part E of these Terms;

“Privacy Act” means the Privacy Act 1988 (Cth);

“Regulator” means any government, regulatory authority (including, without limitation, ASIC, the Australian Prudential Regulation Authority, the Commissioner of Taxation) or a Market Operator.

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“Rules” means the rules, regulations, customs, usages and practices of ASIC, ASX, ASX Clear, ASX Settlement and Cboe, including, without limitation, the Corporations Act, the ASIC Market Integrity Rules, ASX Operating Rules, Cboe Operating Rules, ASX Clear Rules, ASX Settlement Rules, ASX Listing Rules, and any other relevant laws and regulations, as issued and/or amended from time to time. The relevant Rules can be found at asx.com.au, cboe.com.au and asic.gov.au. Please contact your financial adviser in the event you would like more information in relation to, or a copy of, the Rules;

“Securities” means financial products that are securities within the meaning of the Corporations Act;

“SRN” means the unique Shareholder Reference Number assigned to each parcel of Securities held as an Issuer Sponsored Holding;

“Terms” means these terms and conditions including this definition and interpretation section as well as parts A to K of these terms and conditions as amended from time to time;

“TFN” means Tax File Number;

“TPP” means Third Party Platform Pty Ltd (ABN 74 121 227 905 AFSL 314341), a participant of ASX, ASX Clear, ASX Settlement and Cboe;

“Trading Day” in relation to a Market, means a day on which orders may be entered into the Market;

“Transaction” means a transaction formed on execution of an Order;

“Vision Service” means the digital services provided in relation to your account.

In these Terms, unless the context indicates a contrary intention:

- (a) a reference to these Terms or to any deed, agreement, document or instrument includes respectively these Terms or that deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (b) a reference to any statute, rule or other law, or to any sections or provisions thereof includes any statutory modification or re-enactment or any statutory provision substituted therefore and all ordinances, by-laws, regulations and other statutory documents issued thereunder;
- (c) the singular includes the plural and vice versa;
- (d) the word ‘person’ includes a firm, a body corporate, an unincorporated association and a statutory authority;
- (e) a reference to any party includes a reference to that party’s executors, administrators, successors, substitutes and permitted assigns and any person taking by way of novation;
- (f) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of the word or phrase has a corresponding meaning;
- (h) headings are inserted for convenience only and do not affect the interpretation of these Terms; and
- (i) a reference to a clause or a part is, unless the context otherwise indicates, a reference to a clause or a part in these Terms.

If any term or part of these Terms is invalid or not enforceable in accordance with its terms, all other terms or parts which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable term or part will be and continue to be valid and enforceable in accordance with its terms.

Part A: Macquarie Equities Terms and Conditions

Appointment

1. You appoint Macquarie Equities to act as your broker and agent in accordance with these Terms to execute Orders as instructed by you from time to time and to do all things necessary or incidental to arrange for the clearing and settlement of resulting Transactions by the Clearing and Settlement Participant.
2. The service offered under these Terms does not extend to the provision of personal financial advice. If you have appointed a Nominated Representative to provide you with advice, or if you require financial advice, that service offering and the terms applying to it (if applicable) will be set out under a separate arrangement between you and your adviser.

The service and Macquarie Equities' discretions

3. Macquarie Equities will act reasonably and in good faith when exercising any discretion under these Terms and the Rules.
4. Macquarie Equities may choose not to accept an instruction from you where:
 - (a) your instructions are not clear or complete or relate to a service not covered by these Terms;
 - (b) your instructions do not meet or comply with all requirements under the Rules or these Terms;
 - (c) your original instruction is more than 30 days old;
 - (d) your instruction relates to an AQUA Product (as that term is defined in the ASX Settlement Rules);
 - (e) you do not have sufficient relevant Securities (which are the subject of your sale instruction) or funds in your account or with your nominated settlement counterparty to settle the Transaction, or you have amounts owing on your account;
 - (f) trading in the relevant Securities per your instruction has been suspended or halted for any reason whatsoever and you have not reconfirmed the instructions or resubmitted the Order;
 - (g) in its reasonable opinion, Macquarie Equities is of the view that placement of your Order or execution of your instruction is likely to:
 - I. contribute to or constitute a breach of the Applicable Law by either Macquarie Equities or the Clearing and Settlement Participant;
 - II. be inappropriate, unethical or likely to negatively impact on Macquarie Equities' reputation and integrity within the Market;
 - III. create a disorderly Market in the Securities;
 - IV. be outside the scope of your financial adviser's or Nominated Representative's authority; or
 - V. exceed a trading limit;
 - (h) the instruction is a 'stop loss' instruction;
 - (i) the Order type is subject to other requirements, and those requirements have not been satisfied, for example, in the case of short selling or employee share option plans;
 - (j) the Order would require us to act as principal; or
 - (k) we determine it is reasonably necessary to protect our legitimate business interests.
5. Due to the nature of Macquarie Group's business, trading, advice and research restrictions may be imposed on members of the Macquarie Group due to statutory requirements and internal policies. Macquarie Equities is a related body corporate of Macquarie Group and may be subject to these restrictions from time to time. You acknowledge that from time to time Macquarie Equities may be limited or restricted in the services that it is able to provide to you in relation to an investment that is impacted by such restrictions. Macquarie Group has policies as to how such restrictions and conflicts are managed.

Fees and costs

6. You agree to pay all applicable brokerage costs, fees, taxes (including GST where applicable) and other charges as notified to you by Macquarie Equities in respect of your account and any purchases and sales on your account. You agree to pay interest equal to the Reserve Bank of Australia's cash rate plus 2% p.a. on any overdue amounts owing on your account.
7. You acknowledge that your Nominated Representative may receive a portion of the brokerage charged to you by Macquarie Equities.

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Joint account holders

8. If more than one person constitutes the Client, then you are each jointly and severally liable under these Terms. Until otherwise specified in writing, all persons constituting the Client agree that Macquarie Equities may act on the instructions of any one of the persons without the necessity to refer to or notify any other person in connection with those instructions.

Nominated representatives

9. Notwithstanding any other provision in these Terms, where you have a Nominated Representative, you agree and acknowledge that:
 - (a) Macquarie Equities may disclose information, including personal information, about your account and the transactions on our account to your Nominated Representative;
 - (b) Until you tell us otherwise, you authorise your Nominated Representative to deal in Securities on your account and give instructions to enter Transactions on your account on your behalf and subject to these Terms you authorise Macquarie Equities to act on the instructions from your Nominated Representative;
 - (c) the Nominated Representative appointed on your account includes the representatives of the Nominated Representative as advised by the Nominated Representative to Macquarie Equities in writing from time to time.

Macquarie Equities non-discretionary and no credit account policy

10. You acknowledge that Macquarie Equities will not act on a discretionary basis on your behalf, or for your benefit, under any circumstances.
11. You acknowledge that Macquarie Equities will not extend you credit for any reason whatsoever.

Principal trading by Macquarie Equities

12. You agree and acknowledge:
 - (a) Macquarie Equities, and its related bodies corporate, may deal in Securities as principal;
 - (b) that in certain circumstances permitted under the Rules, Macquarie Equities and its related bodies corporate, may (either acting for another client or on its own account) enter into the opposite position in a Securities Transaction with you, as principal;
 - (c) Macquarie Equities, and/or its related bodies corporate, may sponsor or underwrite a new issue involving the Securities;
 - (d) that you consent to Macquarie Equities and its related bodies corporate, entering into a Transaction in paragraph (a), (b) or (c) above with you; and
 - (e) if you are a wholesale client (as defined by the Corporations Act) or otherwise as permitted by the relevant financial services laws, Macquarie Equities may receive commissions or other benefits on such a Transaction (provided you do not withdraw your consent to this provision by written notice to Macquarie Equities).

Provision of information for trading and order instructions

13. At the time of placing an Order, you undertake to provide Macquarie Equities with all information it or the Clearing and Settlement Participant reasonably requires, including any information needed to comply with the Rules. You will procure that any third parties acting on your behalf (including clearers, custodians and margin lenders) do the same.
14. You acknowledge that you are responsible for ensuring that all details relating to instructions to deal in Securities are accurate at the time of placing the Order, including but not limited to, the provision of your SRN or HIN, the name of the Securities, the volume of the Securities and the value of the total Order and any details or instructions in relation to third parties such as custodians and margin lenders.
15. If you fail to supply your HIN or SRN at the time of issuing your instructions to place an Order, or fail to comply with clauses 13 or 14 above, Macquarie Equities may charge you or may collect from you on behalf of the Clearing and Settlement Participant:
 - (a) a fee which is a reasonable estimate of our administrative costs involved in obtaining the requisite information from you;
 - (b) ASX Settlement fail fees as relevant;
 - (c) any fees we incur which directly arise from any failure to supply your HIN or SRN.

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16. You agree not to issue instructions to sell an Issuer Sponsored Holding or a holding for which the Clearing and Settlement Participant is not the relevant Sponsoring Participant where the name and address in which the Securities are registered are not exactly the same as the name and address in which your account is established.
17. You acknowledge that delays may be experienced between you placing an Order to sell Issuer Sponsored Holdings or holdings for which the Clearing and Settlement Participant is not the relevant Sponsoring Participant and the execution of that Order, due to the need for Macquarie Equities to verify the holding and the registration details of the holding prior to placing an Order into the relevant trading platform(s).
18. You agree not to place any sell Order unless you have a presently exercisable and unconditional right to vest the Securities in the buyer of those Securities at the time of placing the sell Order. You agree not to place any buy Order unless you have sufficient funds in your Linked Settlement Account or with your nominated settlement counterparty to settle the Transaction.
19. Prior to short selling, you must enter into a separate agreement with a product provider who offers a short selling facility. You must also inform Macquarie Equities at the time of placing a sell Order that the Securities are being sold short and any other information you are required to provide under section 1020AB of the Corporations Act.
20. You must not issue instructions to Macquarie Equities that you know or reasonably ought to know will breach, or are likely to cause Macquarie Equities to breach, Applicable Law including instructions involving any of the following:
 - (a) market manipulation, wash trading or matching of orders;
 - (b) insider trading and front running;
 - (c) the creation of a disorderly market;
 - (d) the integrity or efficiency of the market;
 - (e) short selling requirements; or
 - (f) misleading or deceptive conduct concerning dealings in Securities.

Trading procedures

21. You acknowledge and agree to the following:
 - (a) subject to these Terms, your instructions will be executed by us in accordance with Macquarie Equities' Best Execution Policy (macquarie.com.au/melbestexecution) and the Rules. Unless you instruct us otherwise in a manner which complies with the Rules and these Terms, your instructions will be treated as market Orders.
 - (b) Macquarie Equities will use its best endeavours to place an Order into Market as soon as possible following communication of a properly authorised Order placed by you.
 - (c) Transactions will generally be allocated in the sequence in which Macquarie Equities entered those Orders into Market.
 - (d) Macquarie Equities may, in its discretion, aggregate two or more Orders (including from different clients). Securities bought or sold through the execution of aggregated Orders will generally be allocated to the relevant Orders on a pro-rata basis, in proportion to the relative size of the individual Orders.
 - (e) an instruction to trade in Securities is not deemed to be accepted until such time as it has been placed into Market. In the event that an Order is rejected, for whatever reason, a representative of Macquarie Equities will use their best endeavours to notify you.
 - (f) the relevant Market may match your Orders with Orders entered through Macquarie Equities' trading system by other clients of Macquarie Equities, and that in such case, Macquarie Equities may receive brokerage from both parties to the Transaction.
 - (g) an Order will expire twenty-two (22) Trading Days after it has been entered into Market, if it has not been executed or cancelled upon your request prior to that date or extended with our agreement.
 - (h) all Orders placed outside Normal Trading Hours will not be executed by Macquarie Equities until commencement of the next Trading Day.
 - (i) any unfilled portion of a 'day only' instruction that has been entered into Market will be removed from Market after Market close.
 - (j) any 'day only' instruction received or accepted by Macquarie Equities after the close of Normal Trading Hours will be entered into Market as a 'day only' Order on the next Trading Day.
 - (k) notwithstanding any other provision in these Terms, Macquarie Equities may accept Orders or instructions from you given verbally, in writing or by electronic message. You acknowledge that instructions placed by electronic means, including instructions to place, cancel or amend Orders, may experience delays being executed. Orders placed by electronic message will be deemed to be received once the message is read by the relevant personnel at Macquarie Equities (acting reasonably).

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- (l) In the event of a Market outage, Macquarie Equities will endeavour to place your order on the available Market consistent with best execution.
- (m) Macquarie Equities will take reasonable steps to effect instructions to buy, sell, amend or cancel an Order as quickly as possible. However, you acknowledge that there may be delays in processing an instruction, amendment or cancellation, and as such, an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed and you will be liable to settle the wholly or partially filled Order.
- (n) Macquarie Equities may only be able to partially fill an Order and that you are responsible to settle and pay the fees for that Transaction regardless of whether or not the remainder of the Order is filled. You further acknowledge that your Orders or instructions may not be able to be fulfilled where there is insufficient liquidity in the Market.
- (o) Macquarie Equities will use its best endeavours to complete partially filled orders in accordance with your instructions. You may be charged brokerage on each portion of your Order that is executed.
- (p) Orders may be purged from the trading system of the relevant Market Operator, subject to the provisions of the relevant Market Operating Rules and the terms governing use of the trading system of the relevant Market Operator, without notice to you including, without limitation, in any of the following situations:
 - I. an Order expires;
 - II. a stock is quoted 'Ex' (as defined by ASX) for the purpose of determining an entitlement to shares, an offer to shareholders, a distribution payment or for any other reason;
 - III. the price at which an Order is entered into Market is deemed to be too far from the prevailing market price by the Market Operator;
 - IV. the Security has been removed from official quotation on the relevant Market; or
 - V. the relevant Market Operator determines the Order should be purged for any reason whatsoever.
- (q) Orders purged from Market by the Market Operator will not be re-entered into Market without further instruction from you.
- (r) Macquarie Equities will confirm the execution of an Order by email, which will be sent by the end of the Business Day on which the Transaction was executed.

Confirmation

- 22. You authorise Macquarie Equities to fulfil an instruction from you (in its reasonable discretion) by entering into multiple market transactions, including transactions across multiple markets, and authorise Macquarie Equities to accumulate those market transactions on a single confirmation specifying the volume weighted average price for those market transactions. You may request Macquarie Equities to provide you with a statement of all of the individual prices of the market transactions which have been accumulated and averaged.
- 23. You acknowledge and accept that in circumstances where an Order is partially filled over more than one day, you will be issued a confirmation at the end of each day which will relate to the Transaction(s) executed on each day.
- 24. You agree to check the Transaction details in each confirmation and raise any errors or objections to Macquarie Equities or your adviser as soon as possible.
- 25. Macquarie Equities may, at any time, reissue a confirmation in order to correct any errors or omissions, in which case the new confirmation will replace the original confirmation.
- 26. Where required by the Rules, Macquarie Equities will notify you as soon as practicable:
 - (a) if Macquarie Equities enters into a Transaction with you as principal acting on its own behalf; and
 - (b) if the Transaction was executed as a crossing, the execution code for the execution venue for the crossing.

Cancellation or amendment of Transactions

- 27. Subject to the Rules, Macquarie Equities may amend or cancel any Transaction, even if you have received a confirmation in relation to the Transaction, if Macquarie Equities reasonably believes that the Transaction:
 - (a) has been executed in error;
 - (b) breaches the Rules;
 - (c) interferes with the integrity or orderly nature of the Market in any way; or
 - (d) should be amended or cancelled due to an unforeseen event that it considers is reasonably likely to occur or which has occurred and where it reasonably determines that action is necessary to protect its legitimate interests.
- 28. Pursuant to their respective powers under the Rules, ASIC, ASX, ASX Clear or Cboe may cancel or amend market transactions or crossings.

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Capital market transactions

29. Macquarie Group may, from time to time, assist or participate in initial public offerings of companies or other capital raisings (“**Offers**”). Holding an account at Macquarie Equities may provide you with the opportunity to participate in one or more of such Offers, subject to availability, subscription levels, the target market determination for the Offer (where applicable) and the terms of the Offer (“**Offer Terms**”).
30. Where you submit a bid to us to participate in an Offer, you acknowledge and agree that:
- (a) by submitting a bid, you agree to the Offer Terms and are providing a binding and irrevocable commitment to acquire, at the price determined under the Offer Terms, the number of Securities nominated by you in your bid (subject to final allocation of the Offer), unless we confirm to you in writing any withdrawal or variation requested by you to your bid before the specified cut off time that we notify to you;
 - (b) an allocation to you under the Offer, if any (“**Allocation**”), will be at the discretion of the issuer or manager of the Offer and Macquarie Equities. The Offer may be withdrawn, or your Allocation subject to scale-back or termination at any stage before final issue to you;
 - (c) where you receive an Allocation in relation to an Offer, any issue or transfer of Securities to you as a result of your Allocation will be subject to the Offer Terms and you agree to do all things necessary to pay for and settle the Allocation made to you;
 - (d) If you fail to meet any obligation to pay for and settle the Securities in your Allocation when due, we may do any one or more of the following without notice to you if we reasonably determine that it is necessary to protect our legitimate interests:
 - I. apply and at our discretion subsequently sell, or procure that a third party applies to acquire, those Securities and you agree that you will be liable to compensate us for any reasonable cost or loss that we incur in doing so, including any loss on the sale of those Securities provided that we exercise our right to sell such Securities as soon as reasonably practicable after acquiring such Securities;
 - II. sell those Securities or a sufficient number of other Securities in your account and apply the sale proceeds to satisfy your settlement obligations subject to any resulting surplus which exceeds your settlement obligations being credited to your Linked Settlement Account;
 - III. set off amounts owing by you to us against amounts that we hold for you.

You agree to pay the brokerage and relevant fees and costs for any transactions which we enter in exercising our rights under this clause 30(d).

Liability

31. Where your mistake, fraudulence, negligence or breach of these Terms causes us loss, you agree to compensate us except to the extent that we have caused or contributed to that loss.
32. Where Macquarie Equities causes you loss by its mistake, fraudulence, negligence or breach of these Terms, Macquarie Equities will compensate you except to the extent that you have caused or contributed to that loss.
33. We will not be liable to you for loss that you incur in relation to the services covered by these Terms to the extent that:
- (a) the loss results from us acting in good faith in accordance with these Terms, the Applicable Laws and the Rules; or
 - (b) the loss results from us acting on a direction, requirement or request of a Regulator or Market Operator; or
 - (c) we have not caused or contributed to your loss; or
 - (d) the loss was caused by factors beyond our reasonable control.
34. Clauses 31, 32 and 33 survive the termination of these Terms.

Share registry notification service

35. Where your Sponsoring Participant is the Clearing and Settlement Participant you may elect in your application (or otherwise in writing if acceptable to Macquarie Equities) to receive the share registry notification service (“**Notification Service**”). If you so elect Macquarie Equities will arrange for:
- (a) your Linked Settlement Account details to be provided to CHESS and the participating share registries; and
 - (b) a direction to be given to CHESS and the participating share registries to directly credit all dividends, distributions, interest and income payable in respect of those holdings to your Linked Settlement Account.

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36. By electing to receive the Notification Service, you acknowledge and agree that:
- (a) not all share registries participate in the Notification Service and some share registries may not accept or recognise messages sent under the Notification Service. You should only treat an election to use the Notification Service as successful in respect of a particular Security if you receive a written confirmation from the relevant share registry in respect of that Security;
 - (b) the Notification Service will not affect or override your existing participation in any dividend reinvestment plans or bonus share plans; and
 - (c) you may cancel the Notification Service by providing at least five (5) Business Days prior notice in writing to Macquarie Equities. Cancelling the Notification Service will not affect the details and instructions that have already been provided to CHESS and share registries under the Notification Service. Where you cancel the Notification Service, you agree that you will be responsible for contacting each of the relevant share registries of your CHESS Holdings to provide them with any updated account information and instructions. Where you do not contact each of the relevant share registries of your CHESS Holdings, you acknowledge that all dividends, distributions, interest and income payable in respect of the relevant CHESS Holdings may continue to be credited to your Linked Settlement Account.

Clearing and settlement

37. Macquarie Equities has entered into a third party clearing agreement with the Clearing and Settlement Participant for the clearing and settlement of all Transactions cleared by ASX Clear and/or settled by ASX Settlement.
38. You acknowledge all Transactions executed by Macquarie Equities on, or reported by Macquarie Equities to, ASX or Cboe will be cleared and settled by the Clearing and Settlement Participant. The Terms of the Clearing and Settlement Participant are contained in Part B (Clearing and Settlement Terms and Conditions).
39. In accordance with Applicable Law, the Clearing and Settlement Participant (and not Macquarie Equities) is responsible for the clearing and settlement of any resulting Transactions in accordance with those Terms set out in Part B. You acknowledge that when Macquarie Equities executes a Transaction for you in accordance with Part A, you will owe the settlement obligations in respect of that Transaction to the Clearing and Settlement Participant. Accordingly, all settlement monies, Securities, and documents and information required for settlement of such Transactions should be provided directly to the Clearing and Settlement Participant (and not to Macquarie Equities) unless otherwise advised in writing.
40. You acknowledge and agree that:
- (a) if you fail to make any payment due to the Clearing and Settlement Participant, or fail to deliver required documents and information to it, or otherwise fail to comply with the settlement obligations that you owe to the Clearing and Settlement Participant by the times they have specified, the Clearing and Settlement Participant will have rights against you;
 - (b) if you have not paid any amount due to the Clearing and Settlement Participant by the times they have specified, the Clearing and Settlement Participant may assign that debt to Macquarie Equities without obtaining your consent; and
 - (c) if the Clearing and Settlement Participant assigns any such debt to Macquarie Equities:
 - I. we will give you notice of such an assignment; and
 - II. the assigned debt will be an obligation owed by you to Macquarie Equities, and Macquarie Equities will have all of the rights against you in respect of that debt that the Clearing and Settlement Participant had (whether under any Applicable Law, the Clearing and Settlement Terms and Conditions or otherwise) including the right to take any action set out in the Clearing and Settlement Terms and Conditions.

Part B: Clearing and Settlement Terms and Conditions

Macquarie Equities has appointed TPP ("**Clearing and Settlement Participant**") to clear and settle Transactions executed by Macquarie Equities.

This Part B contains the Terms on which the Clearing and Settlement Participant will clear and settle Transactions for you. This Part B also constitutes the 'disclosure statement' that is required to be given to you under the ASX Clearing Rules.

The Terms in this Part B are legally binding as a contract between the Clearing and Settlement Participant and you. You are deemed to have entered into the Terms in this Part B immediately upon Macquarie Equities receiving an Order from you, on or after the date that Macquarie Equities has notified you that your Orders will be cleared and settled by us.

By placing an Order, you agree to be bound by these Terms, as amended from time to time.

In this Part, the words "**us**", "**we**" or "**our**" refer to the Clearing and Settlement Participant.

Our services

1. The Terms in this Part B cover the clearing and settlement of your Transactions with us.
2. In addition, the terms in Part C will apply if you appoint us to sponsor you on CHESS.
3. Our services include:
 - (a) settling, or arranging to settle, Transactions entered into pursuant to these Terms; and
 - (b) doing all things reasonably necessary or incidental to the execution or settlement of those Transactions that are required to be done under Applicable Law and the Rules with those Transactions.

Disclosure statement and clearing arrangements

4. By placing an Order with Macquarie Equities to buy or sell Securities, you acknowledge and agree to the following:
 - (a) immediately upon receipt by Macquarie Equities of your Order, an agreement is deemed to have been entered into between you and us on the Terms set out in this Part, with our authority;
 - (b) even though the Transaction may have been entered into on your behalf, we carry the clearing and settlement obligations for all relevant Transactions executed by Macquarie Equities, including yours, and we must settle as principal with ASX Clear or the relevant counterparty;
 - (c) you owe obligations to us in relation to the clearing and settlement of Transactions;
 - (d) we have direct rights against you in the event that:
 - I. you fail to pay the amounts due in respect of Transactions by the specified times; or
 - II. you fail to fulfil your settlement obligations in respect of Transactions by the specified times;
 - (e) you have accepted the Terms of this Part;
 - (f) you agree to comply with the Applicable Law and you acknowledge that all Transactions are subject to the Applicable Law. The Applicable Law allows the ASX, Cboe and/or Macquarie Equities to cancel or amend Transactions in certain situations. If a Transaction is cancelled, our clearing and settlement obligations do not apply; and
 - (g) the information you give us is accurate and that you'll let us know as soon as practicable if that information changes.

Your settlement obligations

5. Your Transactions will be cleared and settled by us.
6. You agree to pay for purchases and make good delivery of Securities free of any encumbrances in respect of sales, and do all things necessary to enable us to settle by the due settlement date on all dealings in Securities. You will procure that any third parties acting on your behalf in connection with the settlement of Transactions (including clearers, custodians and margin lenders) take all steps necessary to enable us to settle those Transactions by the due settlement date.
7. You agree to pay all applicable commission, brokerage costs, fees, taxes (including GST where applicable) and other charges in respect of those purchases and sales as notified to you by Macquarie Equities.

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8. The confirmation for a Transaction may set out additional terms that are relevant to the settlement of the particular Transaction, and you agree to comply with any such additional terms.
9. You acknowledge that we will not extend you credit for any reason whatsoever.
10. You are liable for any losses, costs and expenses incurred by us as a result of your request to vary the standard settlement terms in respect of a Transaction prior to the due settlement date of that Transaction. Without limitation, this may include Transaction fees and interest charges on monies calculated as at the settlement date.
11. We may impose trading restrictions or set trading limits on your account if we reasonably determine that your conduct may cause us to breach any Applicable Laws. We will provide prior written notice to Macquarie Equities before doing so.

Failure to settle

12. You are liable for any losses, costs and expenses incurred by us, including without limitation ASX Settlement fees and stock borrowing fees, as a result of any failure by you or any third party acting on your behalf to make good delivery in respect of sales by the due settlement date.
13. You are liable for any losses, costs and expenses incurred by us as a result of any failure by you or any third party acting on your behalf to provide payment in full in respect of purchases by the due settlement date. Without limitation, this may include ASX Settlement fees and interest charges on the outstanding monies calculated from the settlement date.
14. In the event that there is any failure by you or any third party acting on your behalf to complete a Transaction or a portion of a Transaction, or to settle a Transaction in accordance with its terms, we may, acting in accordance with the Applicable Law, after making a demand on you or that third party, sell or purchase sufficient Securities the subject of the Transaction to satisfy your settlement obligations, at your risk and expense, including GST (where applicable) and brokerage.
15. We are entitled to retain any Securities or sums due to you, pending payment of any sums due to us, and to set off sums due to us against amounts that we hold for you. If you fail to make a payment to us, we will have a general lien over and power to sell or realise any Securities that we hold for you.
16. Any actions taken by us under clauses 12 to 15 will be deemed to have been taken on your instructions and, without limitation, you are liable for any deficiency and entitled to any surplus that may result.

Misdirected market transactions

17. If at any time Transactions executed by Macquarie Equities are going to be cleared through another clearing participant (in addition to us), you acknowledge that:
 - (a) Macquarie Equities may, incorrectly or otherwise, direct a Transaction which it has executed on your behalf to a clearing participant other than us ("**Misdirected Market Transaction**"); and
 - (b) we do not have any clearing and settlement obligations to you in respect of any Misdirected Market Transaction.

No advice

18. You acknowledge that we do not provide financial product advice and we do not accept responsibility for any financial product advice provided to you by Macquarie Equities.

Limitation of liability

19. To the extent permitted by any Applicable Law, you acknowledge that TPP will not be liable for any loss, damages, costs or expenses of any kind suffered or incurred by you in connection with the subject matter of these Terms, except if the loss is caused directly by any negligence, default, breach, fraud or dishonesty by us or our officers, employees or agents. In particular, but without limitation, we or our officers, employees or agents will not be liable for any loss arising from or in connection with:
 - (a) any delays or errors in execution or other circumstances outside our control;
 - (b) any failure of third party systems;
 - (c) any act or omission by a Regulator or compliance by us with any direction, requirement or request of a Regulator; or
 - (d) any act or omission of Macquarie Equities or a Market Operator.

This clause survives the termination of these Terms.

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Client money

20. Any money that you pay to us in connection with a Transaction under these Terms will be paid into a trust account in accordance with Chapter 7.8 of the Corporations Act. We will keep the interest (if any) earned on any funds paid into that trust account.
21. Any amounts due to us including, without limitation, any applicable GST or other taxes or charges may be deducted from any money held by us on your behalf.

Part C: CHESSE Sponsorship Agreement

This Part C will apply if you appoint TPP (the Clearing and Settlement Participant) to sponsor you on CHESSE.

Background

The Clearing House Electronic Subregister System (“**CHESSE**”) is the computer system used by the ASX to facilitate clearing and settlement of trades in shares, and to electronically register the title (ownership) of shares on the CHESSE subregister. Holding your shares on the CHESSE subregister is efficient and convenient.

To register your shares on the CHESSE subregister, you arrange with an authorised participant to sponsor you on CHESSE and sign a sponsorship agreement. You are then allocated with a unique holder identification number (HIN) which identifies you as the holder of shares on the CHESSE subregister.

Under this Part C (CHESSE Sponsorship Agreement), you are appointing TPP to sponsor you on CHESSE on the terms and conditions set out below.

1. Interpretation

- 1.1 Any term used in this Part C (CHESSE Sponsorship Agreement) which is defined in the ASX Settlement Rules has the meaning given in those Rules. If you require a copy of these definitions please contact your financial adviser.
- 1.2 In this Part C (CHESSE Sponsorship Agreement), TPP is referred to as the “Sponsoring Participant” and you are referred to as the “**Participant Sponsored Holder**”. These terms are defined in the ASX Settlement Rules.

2. Sponsoring Participant rights

- 2.1 Where the Participant Sponsored Holder authorises the Sponsoring Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products by 10:00am on the second Business Day after the date of purchase or such other date as the ASX Settlement Rules may prescribe for settlement (“**Settlement Date**”).
- 2.2 Subject to clause 2.3, the Sponsoring Participant is not obliged to transfer Financial Products into the Participant Sponsored Holding, where payment for those Financial Products has not been received, until payment is received.
- 2.3 Where a contract for the purchase of Financial Products remains unpaid, after the Sponsoring Participant has made a demand of the Participant Sponsored Holder to pay for the Financial Products, the Sponsoring Participant may sell those Financial Products that are the subject of that contract at the Participant Sponsored Holder’s risk and expense and that expense shall include brokerage, stamp duty and GST where applicable. The Client shall be liable for any resultant loss.
- 2.4 The Sponsoring Participant has the right to refuse to comply with the Participant Sponsored Holder’s Withdrawal Instructions, but only to the extent necessary to retain Financial Products of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).
- 2.5 If the Participant Sponsored Holder fails to make payment or deliver any shareholder information or documents to the Sponsoring Participant by the Settlement Date (or fails to meet its margin obligations in respect of a short sale) (“**fails to settle**”), whether under this Sponsorship Agreement or any other agreement between those parties, the Participant Sponsored Holder authorises the Sponsoring Participant and each of its directors, officers and managers as the Participant Sponsored Holder’s attorney to give any instructions on the Participant Sponsored Holder’s behalf which the Sponsoring Participant or any such attorney deems fit in their absolute discretion in respect of any of the Participant Sponsored Holder’s Financial Products that are broker sponsored by the Sponsoring Participant in CHESSE to enable the Sponsoring Participant to charge and/or nominee those Financial Products or sell those Financial Products and generally to place the Sponsoring Participant in a position to apply the aforesaid Financial Products and the proceeds from the sale in reduction of the Participant Sponsored Holder’s liability to the Sponsoring Participant and to recover the Sponsoring Participant’s costs in so acting.

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- 2.6 (a) Where an amount is lawfully owed to the Sponsoring Participant either by the Participant Sponsored Holder or a third party in connection with a Financial Products transaction in relation to which Financial Products are lodged as collateral by the Participant Sponsored Holder with the Sponsoring Participant, in addition to having the right to refuse to comply with the Participant Sponsored Holder's Withdrawal Instructions, the Sponsoring Participant has a charge and a power of sale in relation to such collateral Financial Products to recover the amount owing to the Sponsoring Participant.
- (b) In execution of its power to deal with the collateral, the Sponsoring Participant is entitled to request the Participant Sponsored Holder to execute a Deed of Charge in favour of the Sponsoring Participant charging by way of security those collateral Financial Products owned by the Participant Sponsored Holder to secure all amounts owing to or to become owing to the Sponsoring Participant in relation to the Transaction to which the collateral relates on such terms as the Sponsoring Participant stipulates. The Participant Sponsored Holder must execute such Deed of Charge within forty-eight hours of the request to do so, failing which the Participant Sponsored Holder appoints each director of the Sponsoring Participant severally as its duly appointed attorney to execute on behalf of the Participant Sponsored Holder such Deed of Charge, and to sign all further documents and do all things to cause it to be registered at ASIC.

3. Participant Sponsored Holder's rights

- 3.1 Subject to clauses 2.3, 2.4, 2.5 and 2.6, the Sponsoring Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within two (2) Business Days of the date of receipt of the Withdrawal Instructions or except as detailed above.
- 3.2 The Sponsoring Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder.
- 3.3 The regulatory regime which applies to the Sponsoring Participant is ASX Settlement Rules and Corporations Act. The Participant Sponsored Holder can obtain information as to the status of the Sponsoring Participant from ASIC.
- 3.4 The Participant Sponsored Holder may lodge a complaint against the Sponsoring Participant or any claim for compensation firstly with TPP then Australian Financial Complaints Authority ("**AFCA**") if a satisfactory response has not been received.

Australian Financial Complaints Authority

Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678
Mail: GPO Box 3
Melbourne VIC 3001

4. Supply of information

The Participant Sponsored Holder must supply all information and supporting documentation which is reasonably required to permit the Sponsoring Participant to comply with the registration requirements, as are in force from time to time, under ASX Settlement Rules.

5. Exchange Traded Options, pledging and sub-positions

- 5.1 (a) Where the Participant Sponsored Holder arranges with ASX Clear to lodge Financial Products in a Participant Sponsored Holding as cover for written positions in the Australian Options Market, and informs the Sponsoring Participant of the arrangement, the Participant Sponsored Holder authorises the Sponsoring Participant to take whatever action is reasonably required by ASX Clear in accordance with its Rules to give effect to that arrangement.
- (b) The Participant Sponsored Holder acknowledges the right of the Sponsoring Participant to deal in any Financial Products over which the Sponsoring Participant has been authorised to take a charge or interest should events necessitate the liquidation of Holdings in order to extinguish any liabilities relating to business conducted by the Participant Sponsored Holder in Exchange Traded Options.
- 5.2 Where the Participant Sponsored Holder arranges with any person to give a charge or any other interest in Financial Products in a Participant Sponsored Holding, the Participant Sponsored Holder authorises the Sponsoring Participant to take whatever action is reasonably required by the person in accordance with the ASX Settlement Rules to give effect to that arrangement.

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- 5.3 The Participant Sponsored Holder acknowledges that, where in accordance with this Sponsorship Agreement and/or the Participant Sponsored Holder's instructions, the Sponsoring Participant initiates any action which has the effect of creating a sub-position over Financial Products in the Participant Sponsored Holding, the right of the Participant Sponsored Holder to deal with Financial Products that are reserved in a sub-position in accordance with the ASX Settlement Rules is restricted in accordance with the Rules relating to sub-positions.
- 5.4 Nothing in this Sponsorship Agreement operates to override any interest of ASX Clear in the Financial Products.
- 5.5 Any arrangement made by the Participant Sponsored Holder to lodge Financial Products as cover or security for any Transaction, irrespective of whether it was first made either before or after these terms and conditions become effective will be governed by these terms and conditions including clause 5.

6. Fees

The Participant Sponsored Holder shall pay all Brokerage fees and associated transactional costs within the reasonable period prescribed by the Sponsoring Participant.

7. Notifications and acknowledgements

- 7.1 The Participant Sponsored Holder acknowledges that if the Sponsoring Participant is not a Market Participant of an Approved Market Operator, neither the Approved Market Operator nor any related Party of the Approved Market Operator has any responsibility for regulating the relationship between the Participant Sponsored Holder and the Sponsoring Participant, other than in relation to the Rules relating to Sponsorship Agreements.
- 7.2 The Participant Sponsored Holder acknowledges that if a Transfer is taken to be effected by the Sponsoring Participant under Section 9 of the ASX Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under the Sponsorship Agreement, then:
 - (a) the Participant Sponsored Holder may not assert or claim against ASX Settlement or the relevant Issuer that the Transfer was not effected by the Sponsoring Participant or that the Sponsoring Participant was not authorised by the Participant Sponsored Holder to effect the Transfer; and
 - (b) unless the Transfer is also taken to have been effected by a Market Participant of ASX, Cboe or a Clearing Participant of ASX Clear, the Participant Sponsored Holder has no claim arising out of the Transfer against the National Guarantee Fund under Part 7.5, Division 4 of the Corporations Regulations.
- 7.3 In the event that the Sponsoring Participant breaches any of the provisions of this Sponsorship Agreement, the Participant Sponsored Holder may refer that breach to any Regulator, including ASX Settlement.
- 7.4 In the event that the Sponsoring Participant is suspended from CHES participation, subject to the assertion of an interest in Financial Products controlled by the Sponsoring Participant, by the liquidator, receiver, administrator or trustee of that Sponsoring Participant:
 - (a) the Participant Sponsored Holder has the right, within twenty (20) Business Days of ASX Settlement giving notice of suspension, to give notice to ASX Settlement requesting that any Participant Sponsored Holdings be removed either:
 - 1. from the CHES subregister; or
 - 2. from the control of the suspended Sponsoring Participant to the control of another Sponsoring Participant with whom they have concluded a valid Sponsorship Agreement pursuant to Rule 12.19.10 of the ASX Settlement Rules; or
 - (b) where the Participant Sponsored Holder does not give notice under clause (a), ASX Settlement may effect a change of Sponsoring Participant under Rule 12.19.11 of the ASX Settlement Rules and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement.

Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship Agreement, the new Sponsoring Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Sponsoring Participant.

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- 7.5 The Participant Sponsored Holder acknowledges that before the Participant Sponsored Holder executed the application form, the Participant Sponsored Holder:
- (a) reviewed the CHESSE Sponsorship Agreement;
 - (b) has been provided with an explanation by the Sponsoring Participant of the effect of this CHESSE Sponsorship Agreement by providing the Participant Sponsored Holder with a copy of the ASX's CHESSE brochure. The Participant Sponsored Holder further acknowledges that:
 1. the Participant Sponsored Holder understands the aforementioned explanation of these CHESSE Sponsorship Terms and Conditions;
 2. the contact details of a Responsible Officer of the Sponsoring Participant who can explain the effect on these CHESSE Sponsorship Terms and Conditions are:
The Sponsorship Officer
TPP
Telephone: 1300 786 199
(within Australia) or
+61 3 8663 2700 (international)
 3. the Participant Sponsored Holder can discuss these CHESSE Sponsorship Terms and Conditions with the Sponsorship Officer before the Participant Sponsored Holder executes the application form.
- 7.6 ASX Settlement will not accept a Notice of Change of Controlling Participant under Rule 8.17 of the ASX Settlement Rules, where Holdings to which the Notice relates comprise AQUA Products and the new Controlling Participant is not accredited in accordance with Section 18 of the ASX Settlement Rules to facilitate the settlement of AQUA Products. In this instance, the existing Controlling Participant must convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister. If the existing Controlling Participant fails to convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister, ASX Settlement may convert the AQUA Product Holdings to Holdings on the Issuer Sponsored Subregister.
- 7.7 Subject to clause 7.6, the Sponsoring Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder.
- 7.8 The Participant Sponsored Holder acknowledges that, in the event of the death or bankruptcy of the Participant Sponsored Holder, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with ASX Settlement Rules, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHESSE Subregister.
- 7.9 The Participant Sponsored Holder acknowledges that, in the event of the death of the Participant Sponsored Holder, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Participant Sponsored Holder's estate, subject to the consent of the legally appointed representative for a period of up to three calendar months after the removal of a Holder Record Lock applied pursuant to clause 7.

FOR JOINT HOLDINGS ONLY

- 7.10 The Participant Sponsored Holder acknowledges that, in the event of the death of one of the Holders the Sponsoring Participant will transfer all Holdings under the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder(s), and that this Sponsorship Agreement will remain valid for the new Holdings under the new Holder Record.
- 7.11 The Participant Sponsored Holder acknowledges that, in the event of the bankruptcy of one of the Holders, the Participant will:
- (a) unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Participant Sponsored Holdings from the CHESSE Sub register, establish a new Holder Record in the name of the bankrupt Participant Sponsored Holder, transfer the interest of the bankrupt Participant Sponsored Holder into new Holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all Holdings under that Holder Record; and
 - (b) establish a new Holder Record in the name(s) of the remaining Participant Sponsored Holder(s) and transfer the interest of the remaining Participant Sponsored Holder(s) into new Holdings under the new Holder Record.

8. Change of Controlling Participant

- 8.1 If the Participant Sponsored Holder receives a Participant Change Notice from the Sponsoring Participant of the Participant Sponsored Holding and the Participant Change Notice was received at least twenty (20) Business Days prior to the date proposed in the Participant Change Notice for the change of Sponsoring Participant, the Participant Sponsored Holder is under no obligation to agree to the change of Sponsoring Participant, and may choose to do any of the things set out in clauses 8.2 or 8.3.
- 8.2 The Participant Sponsored Holder may choose to terminate the Sponsorship Agreement by giving Withdrawal Instructions under ASX Settlement Rules to the Sponsoring Participant, indicating whether the Participant Sponsored Holder wishes to:
- (a) transfer its Participant Sponsored Holding to another Sponsoring Participant; or
 - (b) transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 8.3 If the Participant Sponsored Holder does not take any action to terminate the Sponsorship Agreement in accordance with 8.2 above, and does not give any other instructions to the Sponsoring Participant which would indicate that the Participant Sponsored Holder does not agree to the change of Sponsoring Participant then, on the Effective Date, the Sponsorship Agreement will have been taken to be novated to the New Sponsoring Participant and will be binding on all parties as if, on the Effective Date:
- (a) the New Sponsoring Participant is a party to the Sponsorship Agreement in substitution for the Existing Sponsoring Participant;
 - (b) any rights of the Existing Sponsoring Participant are transferred to the New Sponsoring Participant; and
 - (c) the Existing Sponsoring Participant is released by the Participant Sponsored Holder from any obligations arising on or after the Effective Date.
- 8.4 The novation in clause 8.3 will not take effect until the Participant Sponsored Holder has received a notice from the New Sponsoring Participant confirming that the New Sponsoring Participant consents to acting as the Sponsoring Participant for the Participant Sponsored Holder. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- 8.5 The Participant Sponsored Holder will be taken to have consented to the events referred to in clause 8.4 by the doing of any act which is consistent with the novation of the Sponsorship Agreement to the New Sponsoring Participant (for example by giving an instruction to the New Sponsoring Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- 8.6 The Sponsorship Agreement continues for the benefit of the Existing Sponsoring Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 8.3 not binding or effective on the Effective Date, then the Sponsorship Agreement will continue for the benefit of the Existing Sponsoring Participant until such time as the novation is effective, and the Existing Sponsoring Participant will hold the benefit of the Sponsorship Agreement on trust for the New Sponsoring Participant.
- 8.7 Nothing in this clause 8 will prevent the completion of CHES transactions by the Existing Sponsoring Participant where the obligation to complete those Transactions arises before the Effective Date and the Sponsorship Agreement will continue to apply to the completion of those Transactions, notwithstanding the novation of the Sponsorship Agreement to the New Sponsoring Participant under this clause 8.

9. Claims for compensation

- 9.1 If the Participant breaches a provision of this Sponsorship Agreement and the Participant Sponsored Holder makes a claim for compensation pursuant to that breach, the ability of the Participant to satisfy that claim will depend on the financial circumstances of the Participant.
- 9.2 If a breach by the Sponsoring Participant of a provision of this Sponsorship Agreement falls within the circumstances specified in the compensation arrangements applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations, a Participant Sponsored Holder may make a claim under the relevant compensation arrangements.

10. Application

This Sponsorship Agreement shall relate to the CHES Holdings of the Participant Sponsored Holder identified by the HIN obtained by the Sponsoring Participant from CHES on behalf of the Participant Sponsored Holder as a result of the execution of this Sponsorship Agreement.

11. Termination

- 11.1 Subject to the ASX Settlement Rules, this Sponsorship Agreement will be terminated upon the occurrence of any of the following events:
- (a) by notice in writing from either the Participant Sponsored Holder or the Sponsoring Participant to the other party to the Sponsorship Agreement;
 - (b) upon the Sponsoring Participant becoming insolvent; or
 - (c) upon the termination or suspension of the Sponsoring Participant; or
 - (d) upon the giving of Withdrawal Instructions by a Participant Sponsored Holder to a Sponsoring Participant in accordance with Rule 7.1.10(c).
- 11.2 Termination under clause 11.1(a) will be effective upon receipt of Notice by the other party to the Sponsorship Agreement.

12. Variation

Should any of the provisions in this Sponsorship Agreement be inconsistent with the provisions in the ASX Settlement Rules, the Sponsoring Participant will, by giving the Participant Sponsored Holder not less than seven (7) Business Days written Notice, vary the Sponsorship Agreement to the extent to which in the Sponsoring Participant's reasonable opinion it is necessary to remove any inconsistency.

13. Copy Executed Sponsorship Agreement

- 13.1 The Participant Sponsored Holder, by signing the application form and electing in that application to be CHESSE Sponsored by TPP, agrees to and is bound by this CHESSE Sponsorship Agreement, and further expressly instructs the Sponsoring Participant not to provide the Participant Sponsored Holder with a hard copy of the application form signed by the Sponsoring Participant within three (3) Business Days of such execution.
- 13.2 The Sponsoring Participant agrees to provide to the Participant Sponsored Holder a hard copy of such documentation signed by the Sponsoring Participant if so requested by the Participant Sponsored Holder.
- 13.3 Notwithstanding clause 13.1, the Participant Sponsored Holder who is and continues to be, or becomes CHESSE sponsored by TPP, whether before or after these CHESSE Sponsorship Terms and Conditions become effective is bound by these CHESSE Sponsorship Terms and Conditions, regardless of whether or not the Participant Sponsored Holder signs the application form of which these Terms and Conditions form part.

Part D: Representations and Warranties

1. You represent, warrant and undertake (as applicable) to both Macquarie Equities and TPP (the Clearing and Settlement Participant and, if applicable, CHESS Sponsor) at the time of applying for an account and each time you place an Order that:
 - (a) you are in a position to perform all your obligations under these Terms and can meet all commitments (financial and otherwise) on your part arising out of dealings under these Terms or business conducted on your behalf;
 - (b) each Transaction that you undertake is, to your knowledge, lawful and that to your knowledge, you are not a person with whom we are not lawfully entitled to deal pursuant to any statute, law, rule or regulation within or outside Australia;
 - (c) you hold all licences and authorisations that you know or reasonably ought to know are required by any Applicable Law to engage in the activities contemplated by these Terms;
 - (d) you are not subject to bankruptcy and are not insolvent or under administration;
 - (e) you will provide all information which we may, from time to time, reasonably require for the purpose of compliance with our obligations under Applicable Law;
 - (f) the entry into this contract and agreement to these Terms, and the performance of your obligations under these Terms, have been duly and validly authorised and these Terms constitute your valid and binding obligations;
 - (g) if you are a natural person, that you are over the age of 18 years; and
 - (h) if you are a body corporate, you are duly incorporated and validly existing under the law.
2. If you are acting on behalf of another person (principal) in connection with these Terms, you also represent and warrant, both on your own behalf and on behalf of the principal, that:
 - (a) you are authorised by the principal to place Orders, enter into Transactions and otherwise act on behalf of the principal;
 - (b) you are authorised to enter into these Terms on behalf of the principal and perform, or procure the performance by the principal, of any Transaction entered into on behalf of the principal;
 - (c) the principal has full legal capacity, power, authority and all required approvals to enter into these Terms and any Transaction contemplated herein;
 - (d) the principal has the power and authority to perform its obligations under these Terms, and these Terms constitute valid and binding obligations of the principal; and
 - (e) you have identified and will identify each principal prior to entering into any Transaction on their behalf, and will retain all documentation required to verify the identity of such persons in accordance with AML/CTF Laws and will provide Macquarie Equities with copies of such documentation on request.
3. If you are acting as a trustee of a trust in connection with these Terms, you also represent and warrant that:
 - (a) the trust has been duly constituted and is validly existing in compliance with all Applicable Law and the trust deed has been duly executed and duly stamped if required, in each case in accordance with the laws of each State and Territory of Australia (if applicable) or your governing jurisdiction;
 - (b) the trust deed and its constituent documents give you the power to carry on all of the business activities conducted by you, including the execution, delivery and performance under these Terms;
 - (c) each of your obligations under, and the Transactions contemplated by, these Terms constitute binding obligations and are completely and lawfully enforceable against you and the trust's property;
 - (d) you are the only trustee of the trust and no action has been taken or is proposed to remove you as trustee of the trust;
 - (e) there is no conflict of interest on your part in entering into these Terms and performing your obligations under them or the Transactions contemplated by them;
 - (f) you have a right to be, to the extent permitted by Applicable Laws, fully indemnified or exonerated out of the trust's property in respect of any losses or liabilities incurred by you and the trust's property is sufficient to satisfy that right of indemnity or exoneration.
4. Each of the representations and warranties are given at the time you become bound by these Terms and are repeated each time you provide an instruction under these Terms for so long as you are bound by these Terms. You agree to notify Macquarie Equities immediately in writing if any of the above representations and warranties ceases to be true at any time.

Provision of your Tax File Number (TFN)

5. If you have provided us with your TFN, its use and disclosure is strictly regulated by tax laws and the Privacy Act. You do not have to provide us with your TFN and declining to do so is not an offence. If you do provide us with your TFN, we are required, and you authorise us, to disclose your TFN to any investment body where you invest in their Securities through us and any associated registry of the Securities that you hold. We are required to do this until you revoke your quotation of your TFN. However, if you do not provide us with your TFN (or claim a valid exemption), tax may be withheld by the investment bodies from income due to you at the highest marginal rate (plus Medicare levy) before it is paid to you. For more information about the use of TFNs, please contact the Australian Taxation Office.
6. If you have previously provided your TFN to Macquarie Equities, you agree that the Clearing and Settlement Participant can handle (collect, use and disclose) your TFN including for the purposes of providing it to any investment body (and any associated registry) in which you invest through Macquarie Equities until you revoke your quotation of your TFN. Providing the investment body with your TFN will help ensure that tax is not withheld by the investment body at the highest marginal rate.

Part E: Partly Paid Security Agreement

Where you elect to use your account to trade in Partly Paid Securities, you agree and declare that:

1. You may be required to make a further payment or payments in relation to a Partly Paid Security at some time in the future.
2. It is your responsibility to obtain and read a copy of the relevant prospectus, Product Disclosure Statement or information memorandum issued by the issuer which sets out the particular features of, and rights and obligations attaching to, the Partly Paid Security.
3. You will be liable for any further payments that fall due on a Partly Paid Security held by you 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.
4. You are aware that 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.
5. You agree to monitor announcements made by the issuer of the Partly Paid Securities in which you invest and that it is your responsibility to be informed 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 you are liable for a further payment.
6. You are aware that 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.
7. You acknowledge that your Partly Paid Security orders or instructions may not be able to be fulfilled where there is insufficient liquidity in the Market. Where a sell Order is not able to be fulfilled, you acknowledge that you will be liable for any further payments on the Partly Paid Security.
8. You acknowledge that:
 - (a) an obligation on you in relation to a Partly Paid Security, including an obligation to make a further payment; and
 - (b) any failure to fulfil your Partly Paid Security orders or instructions because there is insufficient liquidity in the Market does not give rise to a claim against ASIC, ASX, Cboe, the Securities Exchanges Guarantee Corporation Limited or Macquarie Equities.
9. You acknowledge that this Partly Paid Security Agreement forms part of the Terms governing your stockbroking relationship with Macquarie Equities.

Part F: Your privacy

1. Macquarie's Privacy Policy explains how we handle your personal information and how you can access and seek correction of your information or make a complaint. You can access Macquarie's Privacy Policy at macquarie.com.au. You may also request a copy from us. By submitting an application, opening an account and/or providing us with your information, you agree to us handling your personal information in accordance with our Privacy Policy.
2. We will use your information for the purpose for which it was provided to us which includes the following purposes:
 - (a) assessing and processing your account application;
 - (b) effecting the purchase and sale of Securities in your name and providing related facilities and services, including any requirement to facilitate settlement;
 - (c) converting, if required, Issuer Sponsored Holdings to a HIN;
 - (d) maintaining a register of holdings, or to correct information held by share registries or companies about you and;
 - (e) communicating with you about your account application and any product or service Macquarie Equities supplies to you.
3. We will supply the adviser(s) nominated on your application form or in a subsequent written communication to us, and their Australian financial services licensee if applicable, with your personal information and information about your account.
4. Where you provide us with, or instruct us to share, personal information about someone else, you must first ensure that you have obtained permission from that person to provide us with, or share, their personal information and to handle that information in accordance with our Privacy Policy. By providing us with or instructing us to share the personal information of someone else, you are assuring us that you have permission. If you don't have permission to provide us with, or instruct us to share, the personal information of someone else, you or that person can contact us and we can arrange to obtain the information directly from them.
5. We and other companies in the Macquarie Group may use your personal information to contact you about our other products and services. If you do not wish to be contacted in this manner, please visit macquarie.com.au/optout-bfs regarding how you can change your preferences for receiving marketing communications from us.
6. You should be aware that, from time to time, we may record phone conversations which you may have with a Macquarie representative in relation to your account. By completing your account application, you consent to this recording and its use (or any transcript of the recording) in any proceedings that may be commenced in connection with your account and you acknowledge that we are not obliged to maintain copies of such recordings or transcripts for your benefit. When calling, please let us know if you do not want your conversation to be recorded.

Part G: AML/CTF LAWS

1. You agree and acknowledge:
 - (a) Macquarie Group is subject to the AML/CTF Laws and its internal policies and procedures (collectively, 'AML Requirements') and may need to disclose your 'personal information' (as defined in the Privacy Act) to comply with its obligations under the AML Requirements. You agree and consent to the disclosure of all personal information for the purposes of this Agreement;
 - (b) You must not knowingly do anything to cause Macquarie Group or its associates (collectively, 'Macquarie Associates') to breach the AML Requirements. You agree to immediately notify Macquarie Equities if you are aware of anything that would cause any of the Macquarie Associates to breach the AML/CTF Laws;
 - (c) You will provide Macquarie Equities with any additional information and assistance required to facilitate Macquarie Group's compliance with the AML Requirements in Australia or in an overseas jurisdiction; and
 - (d) Macquarie Equities will not be liable for any loss incurred by you as a result of any action Macquarie Equities takes, pursuant to the terms of this Agreement, which either delays your account being opened or results in your account being blocked, suspended or declined, where Macquarie Equities reasonably determines that such action is necessary for its compliance with the AML Requirements.
2. You warrant and represent that, you are not aware and have no reason to suspect that:
 - (a) the money used to fund investments is derived from or related to money laundering, terrorism financing or similar activities ("**Illegal Activities**"); and
 - (b) proceeds of investment made in connection with your account will fund Illegal Activities.
3. Notwithstanding any other provision in this Agreement, you agree to advise Macquarie Equities in writing and in a timely manner if there are any changes to your personal information, as to the following:
 - (a) for an individual, change of name (for example on marriage or by deed poll) and/or change of residential address;
 - (b) for a company, change of business name, change of shareholders, change of directors and/or secretary;
 - (c) for a trustee, change of trustee, addition of a settler and/ or addition of a beneficiary or class of beneficiary.
4. In order to process your application more efficiently, Macquarie Equities may verify your identity electronically. To do this, we may collect, hold, use and disclose your personal information with other companies in the Macquarie Group as well as our service providers. This is described further in our Privacy Policy, available at macquarie.com.au. If you are not successfully verified electronically, you will need to supply the alternative identification documentation requested of you.

Part H: Foreign Tax Residency - FATCA and CRS

1. The Foreign Account Tax Compliance Act ("**FATCA**") is the United States (US) tax legislation that assists the US Internal Revenue Service ("**IRS**") to identify and collect tax from US residents for tax purposes that invest in certain financial accounts through non-US entities. If you are a US resident for tax purposes, you should note that Macquarie is a "**Foreign Financial Institution**" under FATCA. We comply with our FATCA obligations, as determined by either the FATCA regulations or any inter-governmental agreement ("**IGA**") entered into by Australia and the US for the purposes of implementing FATCA and any Australian laws and regulations relating to the IGA. Under these obligations, we will have to obtain and disclose information about certain clients to the Australian Taxation Office ("**ATO**") or IRS. In order for us to comply with our obligations, we will also request that you provide certain information about yourself, including your US Taxpayer Identification Number (if applicable).
2. The Common Reporting Standard ("**CRS**") is the standard set by the Organisation for Economic Co-operation and Development ("**OECD**") for the automatic exchange of information with revenue authorities for foreign tax residents that invest in certain financial accounts. The standard covers both the identification of foreign tax residents and reporting on the applicable financial accounts. If you are not an Australian resident for tax purposes, you should note that Macquarie is a 'Reporting Financial Institution' under CRS. Macquarie intends to comply with its CRS obligations, as determined by the OECD, for the purposes of implementing CRS and any Australian laws and regulations relating to the standard. It is expected that under these obligations, Macquarie will have to obtain and disclose information about certain investors to the ATO or other foreign tax authorities. In order for Macquarie to comply with its obligations, we will also request that you provide certain information about yourself, including your country of tax residence and your relevant taxpayer identification number (if applicable).
3. You must not knowingly do anything to put Macquarie in breach of:
 - (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 (commonly known as "**FATCA**"), any associated regulations or official guidance, any agreement with the US Internal Revenue Service relating to FATCA or any Australian laws, regulations or official guidance relating to an intergovernmental agreement between the United States and Australia in connection with FATCA ("**FATCA Laws**") or our internal policies and procedures; and
 - (b) our obligations in relation to CRS under the Taxation Administration Act 1953 (Cth), any associated regulations or official guidance, the OECD Multilateral Competent Authority Agreement on Automatic Exchange of Account Information or any Australian laws, regulations or official guidance in connection with CRS ("**CRS Laws**") or our internal policies and procedures.
4. You agree to provide to Macquarie all the information or reasonable assistance we may request at any time, (whether as part of the application process or otherwise) to comply with our obligations under the FATCA Laws, CRS Laws or our internal policies and procedures.
5. In making an application, you consent to Macquarie disclosing in connection with the FATCA Laws, CRS Laws or Macquarie's internal policies and procedures any of your 'personal information' (as defined in the Privacy Act).
6. Where you do not provide us with the information that we require to comply with our obligations under FATCA Laws or CRS Laws, we may suspend or refuse to provide you with the services under these Terms.

Part I: Variation and termination

1. Acting reasonably, Macquarie Equities may vary these Terms without your consent and will give you notice of such changes in accordance with clause 2 of this Part except that we may give you shorter notice if:
 - (a) it is reasonable for us to do so to manage a material and immediate risk; or
 - (b) the change or introduction is required immediately to comply with any Applicable Laws, the Rules or any decision, code, recommendation, guidance or standard of any Regulator, court or tribunal.
2. Subject to clause 1 of this Part, where we make a change to these Terms, we will give you notice in the following manner:
 - (a) where in Macquarie Equities' reasonable opinion, the variation is unfavourable to you, by giving you at least 30 days written notice;
 - (b) where in Macquarie Equities' reasonable opinion, a variation is material but not unfavourable to you, by giving you at least 14 days written notice, by:
 - I. posting notice of the changes on our website (macquarie.com.au/personal); or
 - II. any other form of written notice;
 - (c) where in Macquarie Equities' reasonable opinion, a variation is not material and not unfavourable to you, by posting notice of the changes on our website (macquarie.com.au/personal)
3. Hard copy versions of the revised Terms can be sent to you on request.
4. If, following a variation to these Terms, you no longer wish to maintain your account with Macquarie Equities you may terminate your account with us in accordance with clause 6 of this Part.
5. Acting reasonably, Macquarie Equities may terminate these Terms by giving you at least 30 days notice in writing.
6. You may terminate these Terms by giving Macquarie Equities at least seven (7) Business Days notice in writing, except where Macquarie Equities has varied these terms under clause 1 of this Part with less than seven (7) Business Days' notice to you, in which case you may terminate these Terms by notice to us in writing with immediate effect, subject to you discharging all outstanding liabilities to Macquarie Equities and the Clearing and Settlement Participant under these Terms.
7. Termination of these Terms will be subject to you discharging all your outstanding obligations under these Terms and any relevant Securities dealings being duly discharged.

Part J: General

Linked Settlement Account

1. If you have provided us and the Clearing and Settlement Participant with authority to directly debit and credit your Linked Settlement Account, either of those parties will automatically debit funds from that account to satisfy any amount which is payable by you in accordance with these Terms and also directly deposit into that account.
2. In addition, if your Linked Settlement Account is held with Macquarie, we will have access to your Linked Settlement Account for the purposes of verifying the available balance and other account details and you authorise us, the Clearing and Settlement Participant, and the issuer of that account to provide information to each other in relation to that account for the purposes of the authority granted to us pursuant to clause 1 of this Part.

Assigned right

3. You agree and acknowledge:
 - (a) your rights under these Terms may not be assigned (whether at law, in equity or otherwise) or made the subject of any encumbrance, security interest, trust or fiduciary obligation without the prior written consent of Macquarie Equities, which consent may be withheld by Macquarie Equities, acting reasonably. Any action which purports to do any of these things without Macquarie Equities' prior written consent is void;
 - (b) Macquarie Equities may assign or otherwise deal with its rights under these Terms without your consent for legitimate business purposes including business reconstruction, amalgamation, sale or securitisation;
 - (c) Where such assignment may prejudice your rights under these Terms, we will provide you with at least thirty (30) days written notice, otherwise we will provide you with reasonable notice;
 - (d) Macquarie Equities may disclose to any person taking a transfer or assignment or considering taking a transfer or assignment, any relevant personal or other information or documents that person or entity reasonably requires.

How we handle complaints

4. We are committed to providing you with a premium service. If you're unhappy with our service, we would like you to tell us about it.

If you have a complaint about the service provided to you, you should contact your adviser or our Client Service Centre on 1800 899 485 in the first instance, and if you are not satisfied with our handling of a matter, you may lodge a complaint with the Australian Financial Complaints Authority, or AFCA.

For further details on how we handle complaints, and your right to escalate to AFCA, you should refer to the Macquarie Equities Financial Services Guide available on our website macquarie.com.au/advisers/financial-services-guide.

Cboe Compensation Arrangement Disclosure

5. There are two different compensation arrangements that may provide protection for retail investors trading on Cboe (formerly known as Chi-X): NGF Arrangements or Division 3 Arrangements. This is because on 26 October 2020, Cboe became a member of the SEGC, which operates the National Guarantee Fund (NGF).
 - (a) When do the NGF Arrangements apply?

From 26 October 2020, the National Guarantee Fund (NGF) may apply in the circumstances set out in Division 4 of Part 7.5 of the Corporations Act and Corporations Regulations. Transitional arrangements apply and these are set out on the SEGC's website at www.segc.com.au. For further information on the National Guarantee Fund and what it covers, please contact SEGC, see the SEGC website and refer to Division 4 of Part 7.5 of the Corporations Regulations.
 - (b) When do the Division 3 Compensation Arrangements apply?

Where a retail investor suffers a loss in respect of conduct, a transaction or insolvency that occurred before 26 October 2020, that loss may be covered by the Division 3 compensation arrangements. Section 11 of the Cboe Operating Rules outlines the Division 3 compensation arrangements, including the cessation of the arrangements on 25 October 2027 and the requirement, while the arrangements are in place, to make a claim no later than six months after becoming aware of the loss to which the claim relates. Section 11 also outlines that the losses covered by Division 3 are those resulting from defalcation or fraudulent misuse of your money, property or authority by a Cboe participant.

Macquarie Share Trading Terms and Conditions

Macquarie Equities Limited

Notices and giving of instructions

6. Unless otherwise expressly stated in these Terms, a notice or other communication required to be given, served or made under or arising from these Terms:
 - (a) must be in writing in order to be valid;
 - (b) must be executed by the party or on behalf of the party giving, serving or making the same by an attorney, Authorised Representative, director or secretary of that party;
 - (c) will be deemed to be given, served or made:
 - I. in the case of a posted letter, on the third (seventh, if posted to or from a place outside Australia) day after posting;
 - II. in the case of delivery by hand, on delivery, provided that if any notice is given, served or made outside of Normal Trading Hours it will not be deemed to be given, served or made until the commencement of business on the next Business Day;
 - III. in the case of delivery by email (excluding where the communication is an Order), at the time that the notice enters an information system which is under the control of the recipient; and
 - IV. in the case of delivery by email (where the communication is an Order), at the time that the email is opened by the addressee, acting reasonably.

Security of your account

7. You agree that you will not instruct (whether in writing or verbally) any unauthorised person to issue instructions on your account.
8. You agree that if you become aware of any unauthorised instructions or trading on your account, you will contact Macquarie Equities or your financial adviser as a matter of urgency.
9. You authorise us, and agree that we are entitled to, act on any Order placed on your account using the correct access methods and which reasonably appear to have been duly authorised by you. However, Macquarie Equities will not be entitled to rely on an Order placed on your account if:
 - (a) you have previously advised Macquarie Equities that there has been or you suspect unauthorised activity on your account; or
 - (b) the Order was fraudulently given by an employee of Macquarie Equities.
10. You agree to provide Macquarie Equities with current contact details, including a valid and functioning email address, during your dealings with Macquarie Equities, and you acknowledge that all confirmations of executed Orders will be sent electronically. You must notify Macquarie Equities within fourteen (14) days or as soon as reasonably practicable of any change to your contact details. Macquarie Equities is generally unable to accept notification of changes to contact details by email as we require your signature for verification purposes.

Macquarie Trading

11. Notwithstanding the service terms that are in place between Macquarie Equities and the relevant Macquarie Group entities (from time to time) responsible for the provision of the Vision Service, these Terms alone establish the rights and obligations as between you and Macquarie Equities in relation to your account.
12. You authorise MIML, and any other Macquarie Group entity (as applicable), to:
 - (a) collect fees from you on behalf of Macquarie Equities;
 - (b) provide you with access to the Vision Service;
 - (c) use your personal information for the purposes of providing the Vision Service; and
 - (d) undertake any other service the parties reasonably deem appropriate from time to time.

Governing Law

13. These Terms are governed by the laws of New South Wales, and you submit to the exclusive jurisdiction of the courts of New South Wales.

Part K. Direct Debit Request Service Agreement

This is your Direct Debit Request Services Agreement (“**DDR Service Agreement**”) with us and the Clearing and Settlement Participant (“**the Service Providers**”). It explains what your obligations are when undertaking a direct debit arrangement with the Service Providers. It also details what the Service Providers’ obligations are to you as your direct debit provider. Please keep this agreement for future reference. It forms part of the Terms of your direct debit request (“**DDR**”) and should be read in conjunction with your DDR authorisation. You confirm that we are entitled to rely on the authorisation below until we receive written notice from you to the contrary.

Debiting your account

1. By completing a DDR in the account application form (or such other DDR as acceptable to the Service Providers), you acknowledge and agree that you are authorising and requesting the Clearing and Settlement Participant and the following Macquarie Group companies (“**the Direct Debit Providers**”) to provide you with the direct debit service from time to time in accordance with this DDR Service Agreement:
 - (a) Macquarie Investment Management Limited (ABN 66 002 867 003) (“MIML”);
 - (b) Macquarie Equities Limited (ABN 41 002 574 923) (“Macquarie Equities”); and
 - (c) Macquarie Bank Limited (ABN 46 008 583 542) (“MBL”).
2. By completing a DDR authorisation or by providing us with a valid instruction, you have authorised the Direct Debit Providers to arrange for funds to be debited from your Linked Settlement Account through the Bulk Electronic Clearing System (“BECS”) with any amounts which the Service Providers may debit or charge you under the Terms. You should refer to the DDR and this DDR Service Agreement for the terms of the arrangement between the Service Providers and you.
3. The Direct Debit Providers will only arrange for funds to be debited from your Linked Settlement Account as authorised in the DDR.
4. If the debit day falls on a day that is not a Business Day, the Direct Debit Providers may direct your financial institution to debit your Linked Settlement Account on the following Business Day. If you are unsure about which day your Linked Settlement Account has or will be debited, you should ask your financial institution.
5. MIML has entered into an agreement with Macquarie Equities to act as a collection agent for Macquarie Equities. Under clause 12 of Part J of these Terms, you authorise MIML and any other Macquarie Group entity (as applicable) to collect fees from you on behalf of Macquarie Equities.

Amendments by you

6. You can modify, defer or stop your use of this Direct Debit Service at any time by:
 - (a) giving Macquarie Equities notice in writing; or
 - (b) by telephoning Macquarie Equities during business hours; or
 - (c) arranging it through your own financial institution that holds the Linked Settlement Account, which is required to act promptly on your instructions. Your request will normally be processed within seven (7) days of receiving your properly completed request.
7. Your request will normally be processed within seven (7) days of receiving your properly completed request.

Amendments by Macquarie Equities

8. Macquarie Equities may vary any of the terms of this DDR Service Agreement by giving you at least thirty(30) days written notice in accordance with these Terms.

Macquarie Share Trading Terms and Conditions

Macquarie Equities Limited

Your obligations

9. You are solely responsible for ensuring that there are sufficient cleared funds available in your Linked Settlement Account to allow any debit payment to be made in order to meet your obligations in respect of your Transactions and brokerage for your Transactions.
10. If there are insufficient cleared funds in your Linked Settlement Account to meet a debit payment:
 - (a) you may be charged a fee and/or interest by your financial institution;
 - (b) you may also incur fees or charges imposed or incurred by the Direct Debit Provider (which shall be a reflection of our reasonable administration costs of processing the failed direct debit); and
 - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient cleared funds to be in your Linked Settlement Account by an agreed time so that the Clearing and Settlement Participant can process the debit payment.
11. You should check your Linked Settlement Account statements to verify that the amounts debited from your account are correct.

Dispute

12. If you believe that there has been an error in debiting your Linked Settlement Account, you should notify Macquarie Equities directly and confirm in writing as soon as possible, to assist Macquarie Equities to resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.
13. If the Direct Debit Provider concludes, as a result of its investigations, that your Linked Settlement Account has been incorrectly debited, the Direct Debit Provider will respond to your query by arranging for your financial institution to adjust your account accordingly (including interest and charges). The Direct Debit Providers will also notify you in writing of the amount by which your Linked Settlement Account has been adjusted.
14. If the Direct Debit Provider concludes, as a result of its investigations, that your Linked Settlement Account had been correctly debited, the Direct Debit Provider will provide you with reasons and any evidence for this finding in writing.

Accounts

15. You should check:
 - (a) with your financial institution whether direct debiting is available from your Linked Settlement Account as direct debiting is not available on all accounts offered by financial institutions;
 - (b) the details relating to your Linked Settlement Account which you have provided to us are correct by checking them against a recent account statement; and
 - (c) with your financial institution before completing the DDR if you have any queries about how to complete the DDR.
16. The financial institution holding your Linked Settlement Account may, in its absolute discretion, decide the order of priority of payment by it of any money pursuant to this DDR Service Agreement and may, by notice in writing to you, terminate your direct debit for any reason whatsoever.

Confidentiality

17. The Direct Debit Providers will treat your DDR records and account details as confidential, except where we need to pass on those details to your sponsor bank in BECS, to assist with the checking of any incorrect or wrongful debits to your account. The Direct Debit Providers will make reasonable efforts to keep any such information that it holds about you secure and to ensure that any of their employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
18. The Direct Debit Providers will only disclose information it has about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this DDR Service Agreement (including disclosing information in connection with any query or claim).

Notices

19. If you wish to notify us in writing about anything relating to this agreement, you should contact Macquarie Equities.
20. Any notifications we provide you will be made in accordance with these Terms.

macquarie.com.au

**For more information about Share Trading,
email wealth@macquarie.com or write to us at:**

Macquarie Equities Limited
GPO Box 4294
Sydney NSW 1164