



SUNCORP

Suncorp Margin Trader Terms & Conditions

Effective: 20 April 2007

Retail Investment

Suncorp Margin Trader - Terms and Conditions

Section A Margin Trader

Explanation	3
Brokerage Fees and Other Costs	3
Relationship	3
Interpretation and Glossary	4

Section B Margin Lending Facility (A separate product issued by Suncorp)

General Terms and Conditions (Parts I to VIII)	5
Background on <i>CHES</i>	25
Direct Debit Agreement	26
Risk Disclosure Statement	28
Privacy Statement for personal information about individuals	29

Section C Share Trade (A separate product issued by JDV Limited)

General	30
General Commitments	31
Orders	32
Authorities	33
Failure to Settle	34
Termination	35
Relationship with Margin Lender	36
Indemnity	36
Limitation of Liability	36
Notices	36
Trading Rules	37
Direct Debit Service Agreement	44
Privacy Statement	45

Section A - Margin Trader

Words printed *like this* are explained in Part 4 - Interpretation and Glossary.

Part 1. Margin Trader - Explanation

- 1.1 *Margin Trader* is being offered by Suncorp and JDV in accordance with legal terms and conditions contained in this Section A, Section B and Section C.
- 1.2 *Margin Trader* is the name for the bringing together of two existing products currently being issued separately by Suncorp and JDV (namely, Margin Lending and Share Trade). Suncorp and JDV will continue to issue these products independently under separate documentation in Section B and Section C and for the purposes of Margin Trader on the terms and conditions contained in these Margin Trader Terms and Conditions.
- 1.3 By entering into the *Margin Trader Terms and Conditions* by way of one application being made to Suncorp and JDV, you acknowledge and agree that despite the bringing together of these two products in Margin Trader, Margin Lending and Share Trade will remain separate and independent products.
- 1.4 You must read and understand these Margin Trader Terms and Conditions and the *application form* before you sign the *application form*. Suncorp and JDV strongly recommend that you obtain independent legal advice in relation to Margin Trader, Margin Lending, Share Trade, the sale and purchase of *securities* and the *application form*. When you or any *security provider* sign the *application form*, you and they agree to be bound by the Margin Trader Terms and Conditions and the separate terms and conditions for Margin lending and Share Trade.
- 1.5 For the avoidance of doubt, despite only one *application form* being used to apply for the separate products of Margin Lending and Share Trade (issued by Suncorp and JDV respectively), Suncorp and JDV will each collect, use, keep secure, disclose and otherwise handle all personal information contained in the *application form* or, any other document or communication relating to the *facility* applied for, separately in accordance with the requirements of the *Privacy Act 1988* (Cth) and have separate privacy statements as detailed in each of the terms and conditions in Part B and Part C of the Margin Trader Terms and Conditions or otherwise detailed by Suncorp and JDV separately.

Part 2. Brokerage Fees and other costs

- 2.1 Suncorp may from time to time (in its sole and absolute discretion) agree to rebate in full or part certain online buy brokerage fees you are liable to pay under and/or in connection with the Share Trade terms and conditions contained in Section C provided (amongst other conditions as determined by Suncorp from time to time in its sole and absolute discretion) you purchase *securities* online through Share Trade and your Margin Lending *loan* is equal to or more than the *rebate threshold amount*.
- 2.2 Suncorp may from time to time agree to rebate in full or part certain fees and/or other costs payable by you to Suncorp and/or JDV under the *Margin Trader Terms and Conditions* or any other terms and conditions or related documentation in its sole and absolute discretion.
- 2.3 Notwithstanding clauses 2.1 and 2.2, you acknowledge and agree that Suncorp is not obliged in any way whatsoever to rebate any brokerage or other fees and/or costs payable by you.
- 2.4 Suncorp does not currently pay broker introducer commissions to a broker but may in the future pay such commissions in its sole and absolute discretion without any notice being given to you and any *third party security provider*.

Part 3. Relationship between you, Suncorp and JDV and Limitation of Liability

- 3.1 You acknowledge and agree that:
 - (a) Suncorp is not JDV's agent or representative in any respect and JDV is not Suncorp's agent or representative in any respect;
 - (b) JDV (and vice versa, Suncorp) will not in any way be liable to you for any loss or damage you may suffer or incur arising out of or connected with any statement, representation, information or advice made or given, whether negligently or otherwise, by Suncorp (and vice versa, JDV) or any other *person* unless that statement, representation, information or advice is made or given to you expressly in this agreement or in writing by JDV (and vice versa, Suncorp) directly;
 - (c) The Margin Lending component of Margin Trader is being offered as a separate and distinct product to Share Trade;
 - (d) The Share Trade component of Margin Trader is being offered as a separate and distinct product to Margin Lending;
 - (e) Margin Lending and Share Trade is being bundled together in the Margin Trader Terms and Conditions;
 - (f) The terms and conditions being used in Part B, Part C and Part D can only be used for the purposes of Margin Trader and not for the individual Margin Lending or Share Trade products.
- 3.2 To the maximum extent permitted by law, you acknowledge and agree that you will not make any claim against Suncorp, JDV or any other *person*, nor any officer, employee, agent or related company of any of the foregoing or any acts or omissions relating to or arising out of Margin Trader and the bringing together of Share Trade and Margin Lending. You agree to indemnify the said *persons* against any such claims made by you.

Part 4. Interpretation and Glossary

4.1 Terms used in this Section A but not defined shall take their meaning from the document contained in Section B or Section C (as applicable).

4.2 In this Section A:

Margin Lending means the product issued by Suncorp (either as part of Margin Trader in accordance with Section B or separately) from time to time to provide financial accommodation to assist in the acquisition of shares in accordance with certain margin lending terms and conditions and other incidental and/or supplementary terms and/or documents relating thereto.

Margin Trader means the bringing together of Margin Lending and Share Trade to offer both Margin Lending and Share Trade services to customers of Suncorp and JDV by way of one application in accordance with the Margin Trader Terms and Conditions.

Margin Trader Terms and Conditions means the legal terms and conditions contained in Section A, Section B or Section C of this document.

Share Trade means the product issued by JDV (either as part of Margin Trader in accordance with Section C or separately) from time to time to provide brokerage services in accordance with certain and separate share trade terms and conditions and other incidental and/or supplementary terms and conditions and/or documents relating thereto.

Section B - Margin Lending Facility (A separate product issued by Suncorp)

The terms and conditions of the *facility* are set out below.

When *you* and any *security provider* sign an *application form*, *you* and they agree to be bound by these terms and conditions. In an *application form*, *you* and any *security provider* also appoint attorneys under a power of attorney, who may execute *documents* on your behalf in accordance with that power, including these terms and conditions and any amendments to them.

Words printed *like this* are explained in Part VIII - The Glossary of these terms and conditions.

Part I – Lending Provisions

1 How and what we will lend you

- 1.1 Any *loan* made under the *facility* is at *our* absolute discretion. Under the *facility*, we may lend *you* money up to the *borrowing limit* by way of the various *loan* options that are available from time to time. Subject to *our* agreement, *you* may nominate means of drawing and repaying each *loan* under the *facility*.
- 1.2 The amount *you* may borrow is determined by your *borrowing limit*, which depends on the *gearing ratio* and the *market value* of *securities* over which *security providers* have granted *security interests* to *us*. The *gearing ratio* for each *security* is shown in the *acceptable securities list* applicable to the *facility*. We may change the particulars on the *acceptable securities list* at *our* discretion and without notice to *you*.

2 Conditions for borrowing

- 2.1 We lend only if:
 - (a) *you* have given *us* the following in a form satisfactory to *us*:
 - (i) the *documents*, appropriately signed; and
 - (ii) any other document or information we reasonably require;
 - (b) *you* have paid any fees we require;
 - (c) an *event of default* has not occurred and is not likely to occur;
 - (d) we are satisfied that the *amount outstanding* will not exceed the *borrowing limit* immediately after we lend the money;
 - (e) we have obtained all the credit and personal information about *you* that we consider necessary; and
 - (f) no *security provider* has rejected an *identification notice* we have issued.

We may require any information to be given electronically, orally or in writing. Once *you* request a *loan* to be made, that request is irrevocable.
- 2.2 A request to borrow an amount under the *facility* may be made by supplying *us* with a *confirmation*, which unless *you* instruct *us* otherwise before we receive it, we treat as a direction to:
 - (a) lend *you* money under the *facility* to settle the *confirmation*; and
 - (b) register the *securities* in the buyer's *participant sponsored holding* or the *nominee's* name, as required by *us*.

3 Interest

- 3.1 *You* must pay *us* interest at the applicable *margin trader interest rate* as advised by *us* to *you* from time to time on each *loan* at the rate we specify (which may be a fixed rate or a variable rate, depending on your arrangements with *us* in relation to each *loan*) for the period, and in the manner, that *you* and we agree to.
- 3.2 Interest:
 - (a) accrues on each *loan* from day to day;
 - (b) is calculated on the number of days elapsed and a 365 day year;
 - (c) is debited to an *account* at the end of each month and on termination of the *facility* (unless we agree otherwise);
 - (d) is payable on the last day of each month (unless we agree otherwise); and
 - (e) any interest unpaid on the last day of each month (or unpaid on the agreed date) will be added to and form part of the *loan* and bear interest accordingly.
- 3.3 If *you* ask, we will arrange to direct debit, on or after the last day of a month, an *account* nominated by *you* with the amount of interest for that month and apply it to reduce the *amount outstanding*. *You* may cancel or vary any direct debit arrangement by 10 *business days* notice to *us*.

4 Other amounts we can charge to your account

- 4.1 We may debit costs payable in connection with the *facility* to any *account*.
- 4.2 Details of current interest rates, fees and charges are available from *us* on request or you can go to www.suncorp.com.au to obtain details, our current interest rates, fees and charges. We may vary interest rates, fees and charges payable from time to time in *our* absolute discretion. If we increase existing fees we may notify *you* by advertisement in the national or local media or in writing no later than the day the increase takes effect. If we introduce a new fee we will give *you* written notice before the fee takes effect.

5 Payments

- 5.1 *You* and each *security provider* must pay all amounts due under the *documents* in full, in immediately available funds (by cheque or direct payment or another method of payment we notify *you* from time to time) without setting off amounts they believe we owe them or any other *person*, and without counterclaiming amounts from *us*. All payments must be free of any withholding or deduction for taxes, unless the law prevents this.
- 5.2 Payments must be made by *our* close of business (in the place of receipt) on the day the payment is due. If the due date falls on a non-*business day*, the payment must be made on the previous *business day*.
- 5.3 We may offset any money we owe *you* against any money *you* owe *us*.
- 5.4 If at any time the *amount outstanding* is due, but has not been paid, *you* authorise *us* to apply any credit balance in any *account you* have with *us*, towards satisfaction of the payment that is due. We may do this without giving *you* any prior notice, but we will tell *you* promptly afterwards.
- 5.5 We may apply or direct the *nominee* to apply any amount *you* pay *us* under the *facility*, any cash received as a result of rights derived from the *mortgaged property*, any proceeds from the takeover, compulsory acquisition, or redemption of, or return of capital on, any of the *mortgaged property*, any proceeds from the sale of any *mortgaged property* and any return of some or all of the subscription moneys for new *securities* we may fund to reduce the *amount outstanding*.
- 5.6 We may use any money received in connection with the *facility* towards paying any part of the *amount outstanding* in the order that we choose. This applies even if that part falls due after an *event of default* has occurred.
- 5.7 We may pay any money remaining after the *amount outstanding* has been paid in full to another *person* entitled to it. In particular, we may pay it to a *person* with a subsequent registered or unregistered *security interest* without incurring any liability to *you* or a *security provider*.
- 5.8 We may assign any date we consider appropriate to a debit or credit to an *account*.
- 5.9 We may adjust debits and credits on your *facility*, so as to accurately reflect your legal obligations. If we do this we may make consequential changes (including adjustments to interest).

6 Repayment of loans

- 6.1 *You* must repay *us* the *amount outstanding* if:
- (a) an *event of default* has occurred forthwith on demand (see Part V); or
 - (b) we give *you* notice that the *facility* in *our* reasonable opinion is not being conducted by *you* in a *satisfactory manner* (by way of example, such as failure to consistently maintain the amount *you* borrow above a *satisfactory figure* or the frequency of security acquisition or disposal is *excessive* or the *value* of such security acquisition or disposal from time to time is *low*) or the *facility* is not conducted in a manner satisfactory to *us* in *our* absolute discretion; or
 - (c) we elect to terminate the *facility* on the date we specify. (We may elect to terminate the *facility* by giving at least 7 days notice to *you*).
- 6.2 We may charge a termination fee if *you* elect to terminate the *facility* within 2 months of the date when *you* first borrow under it.
- 6.3 *You* may repay all or any part of the *amount outstanding* whenever *you* wish. However, any *loan* upon which interest is paid or payable at a fixed rate may only be repaid in full (unless we agree otherwise).
- 6.4 If *you* do repay (including under clause 7), we do not refund any prepaid interest and *you* may be required to pay a fee.

7 Margin calls

- 7.1 Subject to clause 7.5, if the *amount outstanding* exceeds the sum of:
- (a) the *borrowing limit*; and
 - (b) the *buffer*,
- at any time, *you* must take the action referred to in clause 7.2 by 2 pm (EST) on the next *business day* after the event occurs.

- 7.2 The action *you* must take if the *amount outstanding* exceeds the sum of the *borrowing limit* and the *buffer* is to:
- (a) repay some or all of the *amount outstanding*;
 - (b) provide *us* with additional *security interests* which are acceptable to *us*;
 - (c) arrange to, or give *us* irrevocable instructions to, sell, dispose of or redeem some or all of the *mortgaged property* (with the proceeds being used to reduce the *amount outstanding* or being deposited to the credit of the *Cash Management Trust Account*); or
 - (d) take any other steps we consider necessary, so that the *amount outstanding* no longer exceeds the *borrowing limit*.
- 7.3 *You* are responsible for being in a position to receive any communications from *us* in relation to this clause and to act within the time limits specified in this clause.
- 7.4 As further and better security to *us*, *you* and each other *security provider* irrevocably authorise each attorney appointed in the power of attorney contained in the *application form* to take, in accordance with that power of attorney, any steps we consider necessary (including any of those steps listed in clause 7.2) to ensure the *amount outstanding* no longer exceeds the *borrowing limit*. This authority arises whether or not we try and advise *you* that *you* need to comply with clause 7.1.
- 7.5 If:
- (a) the *amount outstanding* exceeds the sum of:
 - (i) the *borrowing limit*; and
 - (ii) the *buffer*,at any time during a *trading day*; and
 - (b) during:
 - (i) the *trading day* in which that event occurs the All Ordinaries Share Price Index on the market trading platform operated by ASX or the *market value* of any *security* comprising part or all of the *mortgaged property* falls by more than 5%; or
 - (ii) the three *trading days* preceding that *trading day* the All Ordinaries Share Price Index on the market trading platform operated by ASX or the *market value* of any *security* comprising part or all of the *mortgaged property* falls by more than 10%,as further and better security, *you* and each other *security provider* irrevocably authorise each attorney appointed in the power of attorney contained in the *application form* to take, in accordance with that power of attorney, any steps listed in clause 7.2 we consider necessary to ensure the *amount outstanding* no longer exceeds the *borrowing limit*.
- 7.6 We may vary the *gearing ratio* or the *market value* of a *security*, or the percentage taken into account in the *buffer*, at any time in our absolute discretion, even if it makes clause 7.1 or clause 7.5 apply.
- 7.7 *You* and each other *security provider* acknowledge that:
- (a) *you* must monitor whether clause 7.1 applies at any time, and we have no responsibility to do so;
 - (b) if at any time we choose not to notify *you* that *you* have an obligation under clause 7.1, or exercise our rights under clause 7.4 or clause 7.5, despite then being entitled to do so, that is not a waiver of our right to do so subsequently.
- 7.8 Our rights under this clause 7 (whether we exercise them or not) do not limit any of our other rights at law or under these terms and conditions.

8 Authority to operate

You may nominate a *person* or *persons* as an *authorised signatory* to operate the *facility* as if they were a *borrower*. The nomination must be done in a manner acceptable to *us*. *You* may revoke or change any nomination at any time, in a manner acceptable to *us*.

Part II – The Mortgage

9 Effect of this mortgage

- 9.1 In this Part II each *security provider* incurs obligations and gives *us* rights over the *mortgaged property*. For example, if the *security provider* does not comply with any of their obligations under any part of this agreement, we may redeem, sell or deal with the *mortgaged property* as if we owned it. We may also sue *you* for any remaining money *you* owe *us*.
- 9.2 The *mortgage* in this Part II operates as a separate *mortgage* given by each *security provider* in respect of *securities* owned by that *security provider* solely in their own right and a *mortgage* given jointly by each *security provider* which owns *securities* jointly.

10 Mortgage

- 10.1 Subject to the following paragraph, for the purpose of securing to *us* payment of the *amount outstanding*, the *security provider* mortgages to *us*:

- (a) all the *future security*, when the *security provider* (or a trustee, *nominee* or agent for the *security provider*) first acquires an interest in it; and
- (b) any *new rights* that arise with respect to the *future security* or other *new rights* when the *security provider* (or a trustee, *nominee* or agent of the *security provider*) first acquires an interest in those *new rights*,

The *mortgage* referred to in (a) or (b) takes effect:

- if recording under a *holder record* needs to occur in order for property in (a) or (b) to comprise *future security*, when the *securities* are first recorded in the *holder record*;
 - if we need to indicate that we accept property in (a) or (b) to comprise *future security*, when we indicate our acceptance;
 - if *securities* need to be transferred to *us* or a *person* we nominate in order for property in (a) or (b) to comprise *future security*, when the *transfer* takes effect; and
 - if an *identification notice* needs to be given in order for property in (a) or (b) to comprise *future security*, when the *identification notice* becomes effective under clause 10.2.
- 10.2 If we send a *security provider* an *identification notice* that identifies "*future security*", the property so identified is to be *future security* for the purposes of this *mortgage* if the *security provider* does not reject the *identification notice* in writing to *us* by 2pm on the day they are taken to have received it. If an *identification notice* is received after 2pm on any day, it is taken to be received on the next day.
- 10.3 The *security provider* may require *us* to release the *mortgaged property* from the *mortgage* when there is no longer any *amount outstanding*. Until we actually release the *mortgaged property*, it remains mortgaged to *us*.
- 10.4 We may arrange to register this *mortgage* at your expense.

11 The mortgaged property

- 11.1 We reserve the right at our absolute discretion not to accept as *mortgaged property* any property a *security provider* deposits with *us* with the intention that it operates as *mortgaged property*. We may indicate our acceptance of *deposited documents* as *mortgaged property* orally or in writing. If in writing, it may be evidenced by any statement summarising the *facility* and portfolio of *securities* we issue from time to time.
- 11.2 Each *security provider* agrees to immediately deposit with *us* or a *person* we nominate anything we require in connection with the *mortgage* or *mortgaged property*.
- 11.3 If we ask, the *security provider* must give a direction (in a form we approve) to anyone we specify to deliver to *us* or our *nominee* anything which that *person* holds in respect of the *mortgaged property*. If we ask, the *security provider* must provide *us* with evidence (for example, a copy of the relevant letter) that they have given such a direction.

12 Your rights in relation to the mortgaged property

- 12.1 Until an *event of default* occurs or the *mortgaged property* is registered in our name, the *security provider* may:
- (a) keep all income earned in respect of the *mortgaged property*; and
 - (b) exercise any voting power in respect of the *mortgaged property*.
- 12.2 If an *event of default* occurs or the *mortgaged property* is registered in our name, all the *security provider's* rights under clause 12.1 end, and we are entitled to them. The *security provider* must then follow our directions about those things. The *security provider* must ensure that any *person* in whose name any *mortgaged property* is registered does likewise. We may exercise those rights in any way we choose, including by doing nothing. We are not responsible for any loss arising from choosing not to act.

13 Your obligations in relation to the mortgaged property

- 13.1 The *security provider* must:
- (a) carry out on time all their obligations, observe any restrictions, and do anything we require in connection with the *mortgaged property*;
 - (b) immediately after becoming aware of *new rights*, provide us with particulars of them;
 - (c) if they become aware of any defect in their ownership of the *mortgaged property*, immediately take steps to rectify it;
 - (d) do anything else that is necessary to maintain the *mortgaged property*;
 - (e) take up or sell *new rights* in respect of the *mortgaged property* if we ask;
 - (f) if we ask, give us a copy of all *documents* they receive in connection with the *mortgaged property*;
 - (g) comply with any conditions we attach to any approvals or consents we give in connection with the *mortgaged property*; and
 - (h) not do or fail to do anything that we think would have a material adverse effect on the *market value* of the *mortgaged property* or our interest in it.
- 13.2 If the *security provider* does not pay any calls or instalments or any other amounts that become payable in connection with the *mortgaged property*, we may pay any of those amounts. Any amount so paid will form part of the *amount outstanding*.

14 Dealing with the mortgaged property

- 14.1 The *security provider* must obtain our written consent before:
- (a) disposing of or parting with possession of the *mortgaged property*;
 - (b) creating another *security interest* in the *mortgaged property* or allowing one to arise;
 - (c) taking steps to change the certificated (or uncertificated) nature of the *mortgaged property*, or applying for a replacement certificate if we have the original;
 - (d) waiving any rights or releasing any *person* from obligations in connection with the *mortgaged property*;
 - (e) dealing in any other way with the *mortgaged property* or any interest in it, or allowing any interest in it to be varied; or
 - (f) otherwise doing anything that might impair the effectiveness or validity of the *mortgage*.
- 14.2 Subject to the terms and conditions of the *facility*, if the *security provider* requests in a form acceptable to us (and signs any *transfer forms* required by the *nominee* if it is the registered holder of that part of the *mortgaged property*) we or the *nominee* may (and the *security providers* authorise us to) do whatever is necessary to release the property to the *security provider*.
- 14.3 We need not release any of the *mortgaged property* if you or a *security provider* has not fulfilled their obligations under the *facility*, or if, after the release, the *amount outstanding* would exceed the *borrowing limit*.
- 14.4 We may release any *securities* that we wish to exclude from the *mortgaged property*.

15 Other security interests

- 15.1 If we consent to another *security interest* in the *mortgaged property* and we ask, then the *security provider* must obtain an agreement acceptable to us regarding the priority between the *mortgage* and the other *security interest*.
- 15.2 It is an *event of default* if the *security provider* does not obtain our consent and any agreement we ask for (see Part V).
- 15.3 The *security provider* must ensure that the amount secured under any other *security interest* in the *mortgaged property* is not increased without our written consent.
- 15.4 The *security provider* must comply on time with any obligation in connection with any other *security interest* in the *mortgaged property*.

16 Administrative matters

- 16.1 We may arrange for any *transfer* to us of the *security provider's* rights under the *mortgaged property* to be registered at your expense.

Part III – Appointment of Nominee

17 Appointment

17.1 The *security provider* agrees that if we ask the *nominee* to hold any of the *mortgaged property* specified by us on their behalf, then the *security provider* is to do all that is required to cause that *mortgaged property* to be registered in the *nominee's* name and to deal with that *mortgaged property* only in accordance with this Part III.

The *nominee* is to be taken to have entered into this agreement on the terms and conditions contained in the *Master Nominee Deed* when it agrees to have *mortgaged property* registered in its name.

17.2 The *security provider* acknowledges that the legal title to *securities* may as a result of clause 17.1 be held by or in the name of the *nominee* in accordance with the terms of the *Master Nominee Deed*. The *security provider* accepts those terms.

17.3 The *nominee* need not make any payment unless the *security provider* first gives it the money to do so.

17.4 The *security provider* agrees not to terminate the *nominee's* appointment until they have paid all of the *amount outstanding* and received our written consent. We may terminate the *nominee's* appointment at any time. Termination of the *nominee's* appointment does not affect any rights or obligations arising under the *facility* prior to termination.

18 Nominee Instructions

The *nominee* agrees to take action in connection with the *mortgaged property* only in accordance with instructions given by us. Instructions may include:

- (a) a direction to take action that we could take under this agreement in connection with the *mortgaged property*; or
- (b) a direction to take instructions from the *security provider* in certain circumstances (for example, in connection with voting rights in respect of *mortgaged property* held by the *nominee*).

19 Security Provider's obligations

19.1 The *security provider* directs the *nominee* to act only in accordance with instructions received from us (not the *security provider*), unless we agree otherwise.

19.2 If the *security provider* wants to take any action in connection with the *mortgaged property* held by the *nominee*, they must contact us, and we will give appropriate directions to the *nominee* if the request does not contravene any provision of this agreement. If the *security provider* asks us to direct the *nominee* to take action on their behalf, then neither we nor the *nominee* are liable for any loss suffered as a result of us or the *nominee* carrying out the instructions.

19.3 If the *security provider* asks us to direct the *nominee* to apply for *securities* on the basis of material contained in an offer document, then they declare that they have read the document and received any independent investment advice that they consider appropriate prior to asking us to direct the *nominee* to act.

19.4 The *security provider* directs the *nominee* to do anything necessary to give effect to the instructions received from us. For this purpose the *security provider* authorises the *nominee* (and each of its directors and each employee of the *nominee* authorised by the *nominee*) to act as their attorney, and agree to formally approve anything the *nominee* does under this power of attorney. This power of attorney terminates only when the *nominee's* appointment terminates in accordance with clause 17.4. A person dealing with the *nominee* acting as the *security provider's* attorney need not inquire whether the *nominee* is correctly exercising its powers under this agreement.

20 Costs, Fees and Losses

20.1 You agree to pay the *nominee's* usual fees for acting as *nominee*, which may be notified to you from time to time.

20.2 You indemnify the *nominee* against, and therefore must pay it on demand for, all losses or costs it suffers or incurs in relation to acting as *nominee*.

Part IV – Warranties, Undertakings and Indemnities

21 Warranties and undertakings that you make

- 21.1 You and each *security provider* make the following *confirmations*, acknowledgments, warranties and undertakings at the date of the *facility*, and each time you borrow money under the *facility*:
- (a) all information you and they have provided us in connection with the *mortgaged property* is true and correct (including as to the nature and extent of your and their interests in it);
 - (b) you and they are able to enter into the *facility* and the other *documents* and give each of them full force and effect;
 - (c) you and they are not aware of any situation which has caused, or might reasonably be expected to cause, an *event of default*;
 - (d) you and they have not entered into the *facility* or applied for any *securities* in reliance on, or as a result of, any statement or conduct of any kind by or on our behalf or on behalf of the *nominee*; and
 - (e) any amount that we may receive as a result of your and their or anyone else's bankruptcy or liquidation does not affect our rights to enforce the *facility* to recover the *amount outstanding*.
- 21.2 Each of the *confirmations*, acknowledgments and warranties made in clause 21.1 continues after the parties agree to these terms and conditions and after any borrowing under the *facility*. You and each *security provider* must tell us if anything happens which would prevent them from truthfully repeating any one or more of the declarations in clause 21.1 at any time.
- 21.3 You and each *security provider* undertakes:
- (a) to give us promptly any financial and other information when we request;
 - (b) to inform us promptly if there is an *event of default*, or if something may be about to become an *event of default*;
 - (c) to do everything (including obtaining consents, signing and producing *documents*, producing receipts and getting *documents* completed and signed) in order to ensure they and their successors are bound by the *facility*;
 - (d) to apply the money we lend you under the *facility* wholly or predominantly for business or investment purposes; and
 - (e) until the *amount outstanding* is paid in full, not:
 - (i) directly or indirectly, to claim or receive the benefit of any payment arising out of the bankruptcy or liquidation of any company or trust that has issued *securities* that are part of the *mortgaged property*; or
 - (ii) to exercise any rights to, or claim to be entitled to, any of our rights under the *facility* or a *security interest* given by the *security provider*; or
 - (iii) to claim an amount from a *borrower* under a right of indemnity relating to the *facility*.

22 Indemnities

- 22.1 You and the *security provider* jointly and severally indemnify us and the *nominee* against, and must therefore pay us on demand for, loss or costs we suffer or incur as a direct or indirect result of:
- (a) an *event of default* occurring;
 - (b) money not being available to meet your request, unless it is our fault that money is not available;
 - (c) any money you or another person has to pay under the *documents* not being promptly paid;
 - (d) any party to the *documents* breaching the law;
 - (e) us or the *nominee* entering into or performing obligations under the *facility*;
 - (f) inaccuracy in, or breach of, any of the representations, warranties or covenants that you or a *security provider* gives;
 - (g) any omission made by you or a *security provider* in any certificate or declaration delivered or any verbal or written statement, whether prior to entering into the *facility* or under any of the terms of the *facility*;
 - (h) entering into and performing their obligations as a *security provider's sponsoring participant* in connection with any of the *documents*;
 - (i) any action or default by a *security provider* under or in relation to the *sponsorship agreement* in Part VI;
 - (j) any *loan* being repaid before its due date; or
 - (k) our reliance on any instructions contemplated in this agreement.
- 22.2 Unless stated otherwise, each indemnity in this agreement is a continuing obligation independent of other obligations under this agreement. They continue after those other obligations end.

Part V – Default

23 When is there an event of default?

An *event of default* occurs if:

- (a) *you* or a *security provider* does not pay on time any amounts due under any *document* (including if a margin call under clause 7 is not satisfied in accordance with the *facility*); or
- (b) *you* or a *security provider* does something they agree not to do, or don't do something they agree to do, under any *document*; or
- (c) *you* or a *security provider* gives *us* incorrect or misleading information, or makes a declaration which is untrue, in connection with a *document*; or
- (d) *you* or a *security provider* become *insolvent*, or steps are taken to make them *insolvent*.

24 What can happen if there is an event of default?

- 24.1 If an *event of default* occurs, we may do one or more of the following (in addition to anything else the law allows *us* to do):
- (a) give *you* a notice which states that an *event of default* has occurred, and requiring *you* to immediately pay *us* any or all of the *amount outstanding*;
 - (b) terminate the *facility* and notify *you* of the termination in any way we see appropriate at the time;
 - (c) sue *you* for the *amount outstanding*;
 - (d) do anything with the *mortgaged property* that the owner or a *receiver* of it could do, including selling or assigning it (or any part of it) on any terms we choose and withdrawing or redeeming any amount standing to the credit of any *account you* may have with *us*;
 - (e) exercise and enjoy the benefits of the rights the *security provider* previously held under clause 12;
 - (f) do anything else the law allows *us* to do as a mortgagee; and
 - (g) appoint a *receiver* to do any of the above.
- 24.2 Your liability under the *facility* (including your obligation to pay *us* the *amount outstanding*) is not limited to the net proceeds realised on the sale of the *mortgaged property*. To the extent we do not recover all money owing to *us* through such sale we may recover the balance of moneys owing from *you* personally.

25 Receivers

- 25.1 If we appoint a *receiver*, the *receiver* is the *security provider's* agent, not ours, unless we notify the *security provider* otherwise. The *security provider* must pay the *receiver's* costs and remuneration.
- 25.2 We may set a *receiver's* remuneration, remove a *receiver* and appoint a new or additional *receiver* as we choose.
- 25.3 A *receiver* can do anything we could do under clause 24.1, and anything else the law allows a *receiver* to do.
- 25.4 If we or the *receiver* takes possession of the *mortgaged property* then neither we nor the *receiver* is liable to *account* to the *security provider* as a mortgagee in possession.

26 Disposal of Mortgaged Property

The *security provider* agrees that if we sell or otherwise dispose of the *mortgaged property*:

- (a) it may be in any way we think appropriate, and we are not required to act in accordance with any instructions the *security provider* purports to give;
- (b) the disposal will not be open to challenge for any reason (including on the ground that we were not entitled to dispose of the *mortgaged property* or that the *security provider* did not receive notice of the intended disposal); and
- (c) the *person* who acquires the *mortgaged property* need not check whether we have the right to dispose of the *mortgaged property* or whether we are exercising that right properly.

The title of the *person* relying on this clause is not affected by any express or constructive notice of the matters referred to in this clause.

Part VI – Appointment Of Controlling Participant

27 Appointment

- 27.1 The *security provider* and the *nominee* irrevocably appoint the *sponsor*, in its capacity as a *general settlement participant*, to be the *sponsoring participant* until a substitute is appointed.
- 27.2 Any prior *sponsorship agreement* between the *security provider*, the *nominee*, the *sponsor* and *us* in relation to the *securities* is terminated when this agreement begins without affecting adversely any rights or obligations that arose before its termination.
- 27.3 The *sponsor* declares that:
- (a) it is a wholly owned subsidiary of an Australian bank and the whole of its business is providing *nominee*, custody and related services or margin lending services ; and
 - (b) it has fulfilled all the other requirements under the *Settlement Rules* for admission as a *general settlement participant*.

28 What the sponsoring participant can do

- 28.1 The *security provider* and the *nominee* authorise and direct the *sponsor* to provide *transfer* and registration services as their agent in relation to the *securities*.
- 28.2 Despite clause 28.1, the *sponsor*:
- (a) may not take action in relation to the *securities* (including any *transfer* or conversion into or out of the *participant sponsored holding*) except in accordance with *our* instructions;
 - (b) must take action in relation to the *securities* in accordance with *our* instructions; and
 - (c) is under no duty to enquire whether *we* may validly give any consent or instruction.
- 28.3 In accordance with clause 28.1 and these terms and conditions, but subject to clause 28.2 the *sponsor* must:
- (a) do anything necessary to register the *securities* as a *participant sponsored holding* with the *sponsor* as *sponsoring participant* in relation to them;
 - (b) on the instructions of the *security provider* or the *nominee*, do everything necessary to *transfer* and register the *securities* that the *security provider* or the *nominee* holds;
 - (c) do anything necessary or convenient for the purpose of acting as *sponsoring participant* of the *securities*;
 - (d) on the instructions of the *security provider* or the *nominee*, initiate a *transfer* or conversion of *securities*, or *withdrawal instructions*, within the time required under the *Settlement Rules* and notify *you* immediately if the *Settlement Rules* require those *securities* to be converted to another mode of *holding* other than a *participant sponsored holding* (for example, because an *entity* no longer has uncertificated *holdings*). However, if *you* have not paid for the *securities* when required by the *sponsor*, the *sponsor* may refuse to comply with your *withdrawal instructions*, but only to the extent necessary to retain *securities* of the minimum *value* held in your *account* sponsored by the *sponsor* (where the minimum *value* is equal to 120% of the current *market value* of the amount claimed);
 - (e) obtain statements of *holding* balances and other information about the *securities* from the ASX, ACH or ASTC and any entity on the request of the *security provider* or the *nominee* and at any times that the *sponsor* thinks necessary; and
 - (f) within the period prescribed by the *Settlement Rules*, give the ASX, ACH or ASTC or the relevant *entity* notice of any change in information required for registration notified by the *security provider* or the *nominee* under clause 29.4(c).
- 28.4 The *sponsor* must:
- (a) comply with the Corporations Act, all other relevant laws and the *Settlement Rules*; and
 - (b) exercise all due care in carrying out its duties and obligations; and
 - (c) immediately notify *you* if it becomes aware of any fact that might render it unable or ineligible to carry out its duties and obligations as *sponsoring participant*.
- 28.5 The *sponsor* acknowledges that:
- (a) ASTC has not approved, and takes no responsibility for, its abilities or qualifications as the *sponsoring participant*; and
 - (b) information on its status as the *sponsoring participant* can be obtained from the Australian Securities and Investments Commission; and
 - (c) if it is suspended from the settlement *facility* provided by ASTC, the *security provider* and the *nominee* have the right to request the ASTC to remove any *securities* held by the *security provider* or the *nominee* from the CHES Subregister or from the control of the *sponsoring participant* under rule 7.2.3(b) of the *Settlement Rules*; and
 - (d) the *security provider* and the *nominee* may refer a breach by the *sponsor* of the *Settlement Rules* to any regulatory authority including ASTC; and

- (e) the *security provider* and the *nominee* may lodge a complaint against the *sponsor* with the Australian Securities and Investments Commission, the Financial Industry Complaints Service Limited or the Banking and Financial Services Ombudsman; and
 - (f) in some circumstances the *security provider* or the *nominee* may make a claim for compensation on the sponsorship bond lodged by the *sponsor* with *ASTC*. The *security provider* and the *nominee* are not entitled to make a claim on the National Guarantee Fund for compensation; and
 - (g) it is solely responsible for meeting any claims that the *security provider* or the *nominee* make against the *sponsor* for compensation. If the *security provider* or the *nominee* makes a claim for compensation against the *sponsor*, its ability to satisfy that claim will depend on its financial circumstances.
- 28.6 The *sponsor* may give the *security provider* and the *nominee* notice of its intention to change their *sponsoring participant*. If the *sponsor* decides to do this, the proposed changeover date must be not less than 20 Business Days (as defined in the *Settlement Rules*) after the notice is given (the "Effective Date"). During that period, the *security provider* and the *nominee* are entitled to terminate the *sponsorship arrangements* applying under this agreement. However, if they choose to terminate, then the *amount outstanding* must be repaid in full at the same time.
- 28.7 The sponsorship arrangements made under this agreement are to be taken to be novated to the new *sponsoring participant* on the later of the Effective Date and the date the *security provider* and *nominee* receive a notice from the new *sponsoring participant* confirming that they consent to act as their *sponsoring participant* on terms equivalent to these sponsorship arrangements (including clause 28.2).
- 28.8 The *security provider* and the *nominee* are to be taken to have consented to the novation of the sponsorship arrangements if either do any act which is consistent with the novation on or after the Effective Date.
- 28.9 The sponsorship arrangements continue for the *sponsor's* benefit in respect of any rights and obligations occurring before notice is given under clause 28.7.
- 28.10 To the extent that any law or provision of any agreement makes the novation in clause 28.6 not binding or effective, these sponsorship arrangements continue for the *sponsor's* benefit until such time as the novation is effective.
- 28.11 Nothing in clauses 28.6 to 28.10, prevents the completion of transactions by the *sponsor* where the obligation to complete those transactions arose before notice was given under clause 28.7 and these sponsorship arrangements will continue to apply to the completion of those transactions despite the novation of these sponsorship arrangements.

29 What the security provider and the nominee agree to do

- 29.1 The *security provider* and the *nominee* acknowledge that:
- (a) *ASTC* has not approved, and takes no responsibility for, the *sponsor's* abilities or qualifications as the *sponsoring participant*; and
 - (b) *ASX*, its subsidiaries and controlled entities (including *ASTC*) have no responsibility for supervising or regulating the relationship between the *security provider* and the *nominee* and the *sponsoring participant* other than in relation to *sponsorship agreements*; and
 - (c) one of the *sponsor's* responsible officers explained Part VI of this agreement to the *security provider* and the *nominee*; and
 - (d) they understood the intent and effect of Part VI of this agreement before signing it; and
 - (e) if either of them makes a claim for compensation against the *sponsor*, the *sponsor* is solely responsible for meeting the claim and the *sponsor's* ability to satisfy that claim, will depend on the *sponsor's* financial circumstances; and
 - (f) in the event of the *security provider's* death or bankruptcy a *holder record lock* will be applied to all *securities* held in a *participant sponsored holding* in the *security provider's* name in accordance with rules 8.15.8 and 8.15.11 of the *Settlement Rules*, unless the *security provider's* legally appointed representative elects to remove those *securities* from the *CHESS* Subregister; and
 - (g) in the event of the *security provider's* death this agreement is deemed to remain in operation, in respect of the *person* legally appointed to administer the *security provider's* estate, for a period of up to three calendar months after the date on which the *holder record lock* is removed pursuant to rule 8.16.3 of the *Settlement Rules*, unless that legally appointed representative elects to remove the *participant sponsored holding* from the *CHESS* Subregister; and
 - (h) where there is more than one *security provider holding securities* in a *participant sponsored holding* jointly, and one of them dies:
 - (i) those *securities* will be transferred into new *holdings* under a new *holder record* in the name of the other surviving joint holders; and
 - (ii) this agreement is to be valid for the new *holdings* under the new *holder record*; and

- (i) where there is more than one *security provider holding securities* in a *participant sponsored holding* jointly, and one of them becomes bankrupt, the *sponsor* will:
- (i) unless the legally appointed representative of that bankrupt elects to remove the bankrupt's *participant sponsored holding* from the *CHESS* Subregister:
 - transfer the interest of that bankrupt into new *holdings* under a new *holder record* established for that purpose; and
 - request *ASTC* to apply a *holder record lock* to those *holdings*; and
 - (ii) transfer the interest of the other joint holders into new *holdings* under a new *holder record* established for that purpose.
- 29.2 If the *sponsor* makes a *transfer* from a *holding* of the *security provider* or the *nominee* under section 9 of the *Settlement Rules*, then each acknowledges that none of them:
- (a) may assert or claim against *ASTC* or the relevant *entity* that the *sponsoring participant* either was not authorised to make the *transfer* or did not make it; or
 - (b) have a claim arising out of the *transfer* against the National Guarantee Fund under Part 7.5 Division 4 of the Corporations Regulations unless the *transfer* was taken to be effected by a market participant of *ASX* or a clearing participant of *ACH*.
- 29.3 If the *sponsor* initiates any action in accordance with this agreement which has the effect of creating a *subposition* over the *securities*, then the *security provider*, the *nominee* and we acknowledge that their right to *transfer*, convert or deal in any other way with those *securities* is restricted in accordance with the *Settlement Rules* relating to *subpositions*.
- 29.4 The *security provider* and the *nominee* must:
- (a) take all necessary steps to enable the *sponsor* to become the *sponsoring participant* of any *securities* that form, or are proposed to form, part of the *mortgaged property* that are held in a *participant sponsored holding* with a different *sponsoring participant*;
 - (b) give the *sponsor* information and supporting documentation reasonably required by the *sponsor* to comply with the registration requirements for *participant sponsored holdings* under the *Settlement Rules*;
 - (c) notify the *sponsor* of any change to that information and supply any necessary supporting documentation as soon as possible;
 - (d) not take any action that would interfere with the *sponsor* complying with its obligations under the *Settlement Rules*;
 - (e) do everything necessary to cause any *securities* that we identify to be reserved in a *subposition* on any terms specified by us if we reasonably determine that the *subposition* may be used to protect our interests under the *mortgage*; and
 - (f) not reserve or release *securities* into or out of a *subposition* without our prior consent.
- 29.5 The *security provider* must:
- (a) do everything to comply with this agreement that the *sponsor* and we consider necessary; and
 - (b) pay the *sponsor* the fee the *security provider* and the *sponsor* agree to; and
 - (c) reimburse the *sponsor* when it asks for costs and expenses incurred by the *sponsor* on stamp duty, registration and other fees and charges associated with *CHESS* and other expenses incurred on behalf of the *security provider* and the *nominee*.
- 29.6 The *security provider* indemnifies the *sponsor* against, and therefore must pay the *sponsor* on demand for, loss or costs suffered or incurred by it:
- (a) in properly carrying out its duties or exercising its powers in relation to the *securities*; or
 - (b) in carrying out any direction given by the *security provider*, the *nominee* or us, but excluding loss or costs suffered or incurred as a result of any acts or omissions that involve the *sponsor's* gross negligence or fraud.

30 Restrictions on our rights

If the *sponsor* initiates any action in accordance with this agreement which has the effect of creating a *subposition* over the *securities*, we, acknowledge that our right to *transfer*, convert or deal in any other way with those *securities* is restricted in accordance with the *Settlement Rules* relating to *subpositions*.

Part VII – Other Provisions

31 Exclusion of time periods

- 31.1 Neither *we* nor any *receiver* need give *you* or a *security provider* any notice or demand or allow time to elapse before exercising a right under the *facility* or conferred by law (including a right to sell) unless the notice, demand or lapse of time is required by law and cannot be excluded.
- 31.2 If a law requires that a period of notice must be given or a lapse of time must occur or be permitted before a right under the *facility* or conferred by law may be exercised, then:
- (a) when a period of notice or lapse of time is mandatory, that period of notice must be given or that lapse of time must occur or be permitted by *us*; or
 - (b) when law provides that a period of notice or lapse of time may be stipulated or fixed by the *mortgage*, then one day is stipulated and fixed as that period of notice or lapse of time including, if applicable, as the period of notice or lapse of time during which:
 - (i) an *event of default* must continue before a notice is given or requirement otherwise made for payment of any amount (including the *amount outstanding*) or the observance of other obligations under the *mortgage*; and
 - (ii) a notice or request for payment of any amount (including the *amount outstanding*) or the observance of other obligations under the *mortgage* must remain not complied with before *we* or a *receiver* may exercise rights.

32 Other costs and charges

- 32.1 *You* must pay *us*, the *controlling participant* and the *nominee* for:
- (a) any *costs* *we* or the *nominee* reasonably incur in arranging, registering, administering or terminating the *documents* (including action taken to enforce rights given to *us* or the *receiver* by the *documents*);
 - (b) all stamp and other duties, taxes or fees payable in connection with the *documents* or any transaction contemplated under them including any interest, penalties, fines or expenses which might arise in relation to these payments, and any amounts *we* pay to any independent consultant, agent, *receiver* or lawyer; and
 - (c) any increase in *our costs* of supplying the *facility* to *you*.
- 32.2 *We* may debit and charge any *account* with any amounts *you* are required to pay under clause 32.1.
- 32.3 *You* must pay for anything which *you* or a *security provider* do under or in relation to this agreement.
- 32.4 *You* must pay *us* an amount equal to any liability, loss or *costs* (including consequential or economic loss) of a kind referred to in clause 22.1 or clause 32.1 suffered or incurred by any *receiver* or attorney appointed under a *document*, any of *our* employees or officers or any purchaser or holder of the *mortgaged property*.

33 Limitation of Liability

- 33.1 *We* need not do anything (including disclosing anything or giving advice, or doing anything *we* are entitled to do under this *facility*), except as expressly set out in this agreement.
- 33.2 The fact that *we* include a *security* in the *acceptable securities list* or *we* or the *nominee* classify a *security* as part of the *mortgaged property* is not a recommendation by either *us* or the *nominee* that *you* or a *security provider* should invest in that security.
- 33.3 Neither the *nominee* nor *we* are responsible for or liable in respect of:
- (a) any change or movement in the *value* of any *security* comprising part of the *mortgaged property*; and
 - (b) any information, advice or opinion (including any information, advice or opinion relating to any *security*) provided by *us* or any other *person* on *our* behalf whether or not it is provided at your request or relied on by *you* or by others.

34 Commissions

- 34.1 *We* may share any money *you* or a *security provider* give *us*, or pay a commission to, any *person* *we* choose. *We* are not required to tell *you* about this, or to advise *you* or obtain your consent to any change in the basis upon which *we* do so.

35 General matters

How we may exercise our rights

- 35.1 We may exercise a right or remedy or give or refuse *our* consent in any way we consider appropriate including by imposing conditions.
- 35.2 If we do not exercise a right, power or remedy fully or at a given time, we can still exercise it later.
- 35.3 *Our* rights and remedies under the *documents* are in addition to other rights and remedies provided by law independently of them. We may enforce *our* rights and remedies in any order we choose.
- 35.4 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy, whether or not caused by *our* negligence.
- 35.5 *Our* rights and remedies under the *documents* may be exercised by any of *our* directors, or any of *our* employees or other *persons* we authorise, including a *receiver* or attorney.

Reinstatement of rights

- 35.6 Under law, a trustee in bankruptcy or liquidator may ask *us* to refund a payment we have received in connection with the *documents*. To the extent we are obliged to, or we agree to, make a refund we may treat the payment as if it had not been made. We are then entitled to *our* rights against *you* and the *security provider* under the *documents* as if the payment had never been made and, if we ask, *you* and the *security provider* must do everything necessary to restore to *us* any *security interest* we held immediately prior to the payment or *transfer*.

No merger

- 35.7 This agreement does not merge with or adversely affect, and is not adversely affected by:
- (a) any guarantee or indemnity, or any *security interest*, right or remedy, to which we are entitled at any time; or
 - (b) a judgment or order which we obtain against *you* or the *security provider* in respect of an amount payable under the *documents*. (We can still exercise *our* rights under this agreement as well as under the judgment, order, other guarantee or security.)
- 35.8 If any amount *you* must pay under this agreement becomes merged in a court order, *you* must pay interest on that amount as a separate obligation. The interest is payable at the rate in the court order from the date we first ask *you* for it until it is paid in full. The rate is the *default rate* or the rate in the court order, whichever is higher.

Further steps

- 35.9 *You* and each *security provider* must promptly do anything we ask (such as obtaining consents, signing and producing *documents*, producing receipts and getting *documents* completed and signed) to bind themselves under this agreement, and to assist *us* and the *nominee* in the enjoyment or enforcement of *our* respective rights under it.

Amendment to this facility and waiver

- 35.10 We may vary the provisions of the *documents* from time to time. If the Code of Banking Practice applies to the *facility* we may only do so in accordance with that code. If we do vary the provisions we will notify *you* in writing of the amendments.
- 35.11 A right granted by this agreement can only be waived or discharged in writing signed by the party or parties to be bound.

Completing this agreement and your obligations under it

- 35.12 *You* and each *security provider* agree that we may fill in any blanks in this agreement or any related *documents*.
- 35.13 We may do anything which *you* or a *security provider* should have done under this agreement but which they either have not done or in *our* opinion have not done properly. If we do so, *you* must pay *our costs* for so acting when we ask.

Assignment

- 35.14 We may assign or otherwise deal with *our* rights under the *documents*. *You* and each *security provider* agree that we may disclose any information or *documents* we consider necessary to help *us* exercise this right.
- 35.15 *Your* and each *security provider's* rights are personal and may not be assigned without *our* prior written consent.

Inconsistent law

- 35.16 To the extent allowed by law the *documents* prevail to the extent they are inconsistent with any law.
- 35.17 A provision of a *document* that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.
- 35.18 Any present or future law that varies *your* or the *security provider's* obligations under the *documents* is excluded to the extent allowed by law if it affects *our* or the *nominee's* rights or remedies adversely.

Notices and other communications

- 35.19 Except as specified otherwise in the *facility*, all notices, requests, demands, consents, approvals, agreements or other communications to or by *you*, a *security provider*, *us* or the *nominee*:
- (a) must be in writing or such other means as *we* may specify from time to time.
 - (b) will be taken to be duly received or made:
 - (i) (in the case of delivery in *person* or by post or facsimile transmission) when delivered, received or left at the last notified address of the recipient;
 - (ii) (in the case of a delivery by electronic means) when the communication was sent unless the sender's machine received a report that indicates there was a failure in delivering the communication; or
 - (iii) (when allowed by this agreement, if advertised by newspaper) on the date they are first published.
- 35.20 *We* may, to the extent of your authorisation in an *application form* or otherwise, give any communication under this *facility* to your *nominated adviser* or *authorised signatory*.
- 35.21 Communications take effect from the time they are received unless a later time is specified in them.

Applicable law and service of documents

- 35.22 This agreement is governed by the law in force in New South Wales. All parties submit to the nonexclusive jurisdiction of the courts of New South Wales.
- 35.23 *We* and the *nominee* may serve any document in a court action on *you* or a *security provider* by delivering it to, or leaving it at, the address given to *us*, or such other address as *we* agree to at any time. This clause does not prevent any other method of service.

Confidentiality

- 35.24 All information provided to *us* or the *nominee* ("recipient") by *you* or a *security provider* (each a "provider") in connection with the *documents* is confidential to the recipient, its employees, legal advisers, auditors and other consultants and may not be disclosed to any *person* except:
- (a) with the consent of the provider (which consent is not to be unreasonably withheld); or
 - (b) if allowed or required by law or any *document*, or required by any stock exchange; or
 - (c) in connection with legal proceedings relating to the *documents*; or
 - (d) if the information is generally and publicly available; or
 - (e) to a potential assignee, participant or subparticipant of the recipient's interests under a *document* or to any other *person* who is considering entering into contractual relations with the recipient in connection with a *document*.

Additional services

- 35.25 From time to time *we* may choose at *our* discretion to offer additional services in connection with the *facility*. This may include permitting deposits or withdrawals by different methods and allowing access to information about the *facility* by different methods (including electronically).

Disclosure of TFNs and ABNs

- 35.26 The *security provider* or the *nominee* that has given *us* its tax file number or Australian Business Number authorise *us* to disclose the tax file number or Australian Business Number to the ASX, ACH or ASTC or to any current or proposed *entity* for any purpose relating to *securities* or their dividends or other benefits.

36 Privacy Statement for personal information about individuals

In this clause 36, "*you*" means each *borrower* and *security provider* who is an individual.

Your rights

- 36.1 *You* need not give *us* any of the personal information requested in the *application form* or any other *document* or communication relating to the *facility* applied for. However, without this information, *we* may not be able to process the *application form* or provide *you* with an appropriate level of service. During the course of *our* relationship with *you*, *we* may also gather information about *you* from other sources, such as from the ASX, ACH or ASTC.
- 36.2 *You* may request access at any time to personal information held by *us* about *you* and ask *us* to correct it if *you* believe it is incorrect or out of date.

How we may use your personal information

36.3 We use your personal information to:

- (a) process your *application form*;
- (b) administer and manage the *facility*; and
- (c) facilitate *our* internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

Our right to disclose your personal information

36.4 We may disclose your personal information if it is necessary to do so in the following circumstances:

- (a) to any referee nominated by *you*;
- (b) to *our* external service providers that provide services for the purposes only of *our* business, on a confidential basis (such as advisors, debt collection agents and mailing houses);
- (c) to *nominees, sponsoring participants* who may provide services in relation to *CHESS* approved *securities*, and to the investment managers of your *securities*;
- (d) to any *security provider* or proposed *security provider* of your *facility* for the purpose of enabling the *security provider* to decide whether to act as a *security provider* or to keep informed about the *facility*. The personal information that may be disclosed to the *security provider* includes credit information about *you*, for example a report about *you* from a credit reporting agency;
- (e) to any *persons* acting on your behalf, including your financial advisor, broker, solicitor or accountant, unless *you* tell *us* not to;
- (f) to other *persons* who have an interest in any property offered to *us* as an additional *security interest*;
- (g) to any party acquiring an interest in any business or in the *facility* and any related *securities* provided by *you* as *borrower* or any other *security provider* or otherwise;
- (h) to government agencies and other registration or regulatory bodies in connection with the *facility*, (for example, to stamp or register *documents*);
- (i) if *you* request *us* to do so or if *you* consent (for example, for a direct debit) or where the law requires or permits *us* to do so; and
- (j) to any master trust or wrap provider into which *you* are invested or intend to invest for the purpose of providing *you* with information concerning your investments, unless *you* tell *us* not to.

Use by the Suncorp Metway Group

36.5 We may also use your personal information or give access to personal information about *you* to any member of the Suncorp Metway Group of companies to:

- (a) assess your total liability within the Suncorp Metway Group, analyse products and customer needs and develop new products, and
- (b) inform *you* of products and services provided by *us*, any member of the Suncorp Metway Group or by preferred providers, which we consider may be of *value* or interest to *you*, unless *you* tell *us* not to.

Disclosure to a credit reporting agency

36.6 We may give information about *you* to a credit reporting agency so to obtain a credit report about *you* and/or to allow the credit reporting agency to create or maintain a credit information file containing information about *you*.

The information we may give to the credit reporting agency is limited to:

- details to identify *you* – that is, your name, sex, date of birth, current and 2 previous addresses, your current or last known employer, and your driver's licence number
- the fact that *you* have applied for a *facility* and the amount or that we are a current credit provider to *you*
- advice that payments previously notified as unpaid are no longer overdue
- payments overdue for at least 60 days and for which collection action has started
- in specified circumstances, that in *our* opinion *you* have committed a serious credit infringement, and
- the fact that credit provided to *you* by *us* has been paid or otherwise discharged.

Agreement to obtain credit report

36.7 We may obtain from a credit reporting agency or other business that provides information about credit worthiness, credit reports containing personal or commercial credit information about *you*.

Your authority to us

36.8 By signing the *application form* you authorise us to collect, maintain, use and disclose your personal information in the manner set out in this clause 36.

36.9 By completing the *application form*, you undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

37 Code of Banking Practice

37.1 The relevant provisions of the Code of Banking Practice apply to the *facility* if *you* or the security provider is an individual or a small business.

37.2 If the Code of Banking Practice applies to the *facility* and a provision of the *facility* contravenes a requirement of that Code or imposes an obligation or liability which is prohibited by that Code, the *facility* is to be read as if that provision were varied to the extent necessary to comply with that Code, or, if necessary, omitted.

37.3 There is a booklet called "Banking Services – Terms and conditions and general information" which is available on request from any of *our* branches. This booklet contains information which *you* may find helpful about banking services and the Code of Banking Practice, such as *account* opening procedures, confidentiality and complaint handling procedures, combining accounts, bank cheques, the importance of reading the terms and conditions applying to the banking services *you* obtain from *us*, and the advisability of *you* notifying *us* promptly if *you* are in financial difficulty.

38 Joint Facility

38.1 If there are more than one of *you*, then *you* are jointly and severally bound to comply with these terms, and are liable for all amounts due under the *documents*.

38.2 With a joint *facility*, either of *you* are authorised to operate the *facility*.

38.3 Either of *you* can write to *us* and terminate your liability for future *advances* on your joint *facility*. If either of *you* ask to terminate *you* liability, *we* may stop operations on your joint *facility* generally. In any case, each of *you* remain liable for all transactions either of *you* make prior to the date *you* cancel your liability for future *advances* on your joint *facility*, even if the transactions are debited to the *facility* after the cancellation date.

Part VIII - The Glossary and Interpretation

acceptable securities list means the list or lists we issue from time to time specifying the *securities* we may accept as *mortgaged property* for the *facility*, and indicating the *gearing ratio* for each of those *securities*.

account means, for any *loan*, an *account* we establish or have established in your name for recording all transactions in connection with it.

ACH means Australian Clearing House Pty Ltd.

advance means an *advance* of money by us to you under the savings gearing *loan*.

amount outstanding means at any time, all money which one or more of you or a *security provider* owe to us, or will or may owe to us in the future, including under this agreement. Without limiting this definition, it includes money owing (or which will or may be owing) to us in our capacity as an assignee because we have taken an assignment of a document whether or not:

- you and the *security provider* were aware of the assignment or consented to it; or
- the assigned obligation was secured before the assignment; or
- the assignment takes place before or after the *application form* is signed.

application form means the form that includes details of you, and is signed by you.

ASTC means ASX Settlement and Transfer Corporation Pty Ltd.

ASX means Australian Securities Exchange Limited.

authorised signatory means any *person* nominated as such on the *application form* or other document accepted by us from time to time who is authorised to:

- operate the *facility*; or
- to take any step required to ensure you comply with clause 7.

borrower has the meaning in the definition of "you" (see below).

borrowing limit means, at any time, the sum of the *value* at that time of each item comprised in the *mortgaged property*, or such other amount we determine in our discretion.

buffer means, at any time, an amount equal to the sum of:

- the *market value* of each acceptable security comprising part of the *mortgaged property*; multiplied by
- such percentage (which may be zero) of that *value* as we determine from time to time.

business day means a weekday on which banks and the ASX are open for business in Sydney.

Cash Management Trust Account means a *cash management trust account* approved by us.

CHESS has the meaning in the *Settlement Rules*. Generally it stands for the Clearing House Electronic Subregister System, which is a system of registration on computer of shareholdings in certain companies.

CHESS Holding has the meaning in the *Settlement Rules*. Generally it means a *holding of securities* on the *CHESS subregister*.

CHESS Subregister has the meaning in the *Settlement Rules*. Generally it means that part of the register of an *entity* that is administered by the *ASTC*.

confirmation means a form of notification of trade in any security that is acceptable to us.

controlling participant has the meaning in the *Settlement Rules*. Generally it means the *person* that has the capacity in *CHESS* to *transfer* or *convert securities*.

costs means any *costs*, charges and expenses, including *costs*, charges and expenses in connection with legal and other advisers on a full indemnity basis relating to enforcement or otherwise and includes:

- stamp duty and other government duties, taxes and charges;
- any calls, instalments or other amounts payable in connection with the *mortgaged property* by you or any *security provider*; and
- any fees and charges applicable to, or other amount payable under, the *facility*.

deposited documents means the *documents* at any time deposited by a *security provider* with us or which are held by us or come into our possession for any reason.

documents means the *application form* or *application forms*, this agreement, each *mortgage* referred to in the second paragraph of the definition of that term, any *sponsorship agreement* relating to any of the *mortgaged property*, and any document connected with them.

entity means a body corporate, trust or other *entity securities* in which comprise *mortgaged property* or which has issued *securities* that comprise *mortgaged property*.

event of default has the meaning in clause 23.

excessive means any acquisition or disposal of security that exceeds 50 acquisitions or disposals in any one month period or such other acquisition or disposal figure as may be advised by us to you from time to time.

facility means the margin lending facility to be provided in accordance with this agreement and the other *documents* for the purposes of Margin Trader.

future security means:

- all *securities* a *security provider* (or a trustee, *nominee* or agent of a *security provider*) acquires either directly or indirectly and which are wholly or partially funded directly or indirectly by money we lend you under the *facility*; and
- all *securities* a *security provider* owns in or of any *entity* which is not listed for quotation on ASX; and
- all *deposited documents* and *securities* we specify in an *identification notice* that a *security provider* does not reject within the time specified in clause 10.2, and all the *security provider's* rights and interests in connection with them.

gearing ratio means, with respect to a security, the percentage applicable to the security which we determine and can change without notice in our absolute discretion at any time. It is the proportion of the *market value* of a security we may lend to you under the *facility* at a particular time if that security comprises part of the *mortgaged property*.

general settlement participant has the meaning in the *Settlement Rules*. Generally it means a *person* that is admitted as and meets the criteria set out in the *Settlement Rules*.

holder record has the meaning in the *Settlement Rules*. Generally it means the details recorded by the ASTC in CHES for the purpose of operating one or more *CHES holdings*.

holder record lock has the meaning in the *Settlement Rules*. Generally it means the *facility* in CHES for preventing *securities* from being deducted pursuant to a *transfer* or conversion from a *holding* to which the relevant *holder record* applies.

holding has the meaning in the *Settlement Rules*. Generally it means a *holding* of *securities* by a *person*.

identification notice means a notice from us setting out details of property nominated by us as *future security*.

A *person* is **insolvent** or in **insolvency** if they are *insolvent* or an *insolvent* under administration or have a controller appointed (each as defined in the Corporations Act), in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from any creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

loan means any *loan* we make to you under this *facility* from time to time and includes all monies payable but not paid by you under this *facility* including but not limited to interest and costs not paid.

low means any security acquisition or disposal of an amount less than \$100 or such other amount as we may from time to time advise to you.

margin trader interest rate means the interest rate percentum per annum as varied from time to time for the Margin Lending component of Margin Trader as available from any of our branches or as advertised in nationally published newspapers or on our website at suncorpmarginlending.com.au

market value of a security means, at any time, the *market value* that we ascribe (in our absolute discretion) to that security.

Master Nominee Deed means the deed so entitled entered into between us and the *nominee* prior to the date of this agreement. (A copy may be inspected at our offices during business hours.)

mortgage means:

- the *mortgage* created in Part II of this agreement; and
- any *mortgage* created by a *security provider* containing terms similar to Part II of this agreement and which we nominate as a *mortgage* by notice to you.

mortgaged property means the *future security* and the *new rights*.

new rights means:

- a *security provider's* rights in connection with any money, dividends, interest, allotments, offers, benefits, privileges, rights, bonuses, shares, stock units or units in the capital of a corporation, stock, debentures, distributions, or rights to take up *securities*; or
- a *security provider's* rights consequent on any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision; or
- a *security provider's* rights consequent on a compulsory acquisition, reduction of capital, liquidation or scheme of arrangement, in connection with the *future security* or other *new rights* and property acquired with the proceeds of *future security* and *new rights*.

nominated adviser means any *person* nominated as such on the *application form* or other document accepted by *us* from time to time who is authorised to receive or access information in connection with your *facility*, or in relation to a managed investment scheme, provide *us* with instructions in relation to that managed investment scheme.

nominee means Value Nominees Pty Limited (ABN 90 001 827 998) or such other *nominee* as allowed by *us* at *our* absolute discretion (acting in its capacity as *nominee* under this agreement).

participant sponsored holding has the meaning in the *Settlement Rules*. Generally it means a *holding* on *CHESS* of a *person* that has a current *sponsorship agreement*.

person includes an individual, a firm, a body corporate, an unincorporated association and an authority.

rebate threshold amount means any *loan* amount that *we* may determine from time to time in our sole and absolute discretion and notified to *you* or displayed on *our* website at suncorp.com.au

receiver means *receiver* or *receiver* and manager.

satisfactory figure is by way of indication a figure of \$100,000.00 or more or such other figure as *we* may from time to time change in our sole and absolute discretion and notify to *you* or display on *our* website at marginlending.suncorp.com.au

satisfactory manner means your conduct of the *facility* in a manner and style in which *we* in *our* absolute discretion anticipate the *facility* should be conducted by a reasonable prudent and commercial individual.

securities means those:

- shares, stock units or units in the capital of a corporation; and
- debentures, debenture stock, bonds, notes, convertible notes, units, warrants or other *securities* created, issued or granted by any corporation, government, unincorporated body or other *person*; and
- bills of exchange and other negotiable instruments; and
- options to purchase, sell, subscribe for or acquire any of the foregoing; and
- other *securities* within the meaning of section 92(1) of the Corporations Act; and
- futures contracts within the meaning of section 72 of the Corporations Act, which are included in the *acceptable securities list* applicable to the *facility*.

security interest means any security for the payment of money or performance of obligations including a *mortgage*, charge, lien, pledge, trust or power.

security provider means those of *you* and each third party *security provider* that provide a *security interest* to *us* in connection with the *facility*.

Settlement Rules means the *Settlement Rules* of *ASTC*

sponsor means Value Nominees Pty Limited ABN 90 001 827 998 in its capacity as *sponsoring participant* under the *sponsorship agreement*.

sponsoring participant has the meaning in the *Settlement Rules*. Generally it means a *person* that establishes and maintains a *CHESS holding*. For the avoidance of doubt the *sponsoring participant* is also the *controlling participant*.

sponsorship agreement means the agreement between the *security provider* or the *nominee*, the *sponsor* and *us* in the form required by the *Settlement Rules*, set out in Part VI.

sponsoring bond has the meaning in the *Settlement Rules*.

subposition has the meaning in the *Settlement Rules*. Generally it means the *facility* in *CHESS* for certain activities in relation to *securities* under *CHESS* to be restricted.

Suncorp-Metway Group means Suncorp-Metway Limited (ABN 066 010 831 722) and any company that is a related body corporate to Suncorp-Metway Limited in terms of section 9 of the Corporations Act.

Suncorp-Metway Margin Lending means Suncorp-Metway Limited and the provision of margin lending facilities under the *facility*.

trading day means a weekday on which the *ASX* is open for trading in Sydney.

transfer has the meaning in the *Settlement Rules*. Generally it means a *transfer* of *securities* from or to a *holding* on *CHESS*.

value means, with respect to a security at any time, the *value* of the security which *we* determine in the manner *we* consider to be most appropriate, having regard to its *market value* and its *gearing ratio*, which *we* can change without notice in *our* absolute discretion at any time.

us, we or **our** means Suncorp-Metway Limited (ABN 066 010 831 722), *our* successors and assigns.

withdrawal instructions has the meaning in the *Settlement Rules*.

You or Borrower means the *person or persons* who are named as *borrower* in the *application form*. If there are more than one, *you* means each of them separately and every two or more jointly and includes your successors.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it;
- law means common law, principles of equity and laws made by parliament (and includes regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them);
- any thing includes the whole and each part of it;
- the words "including", "for example" or "such as", when introducing an example, do not limit the meaning of the words to which the example related or examples of a similar kind.

Terms used in this Section B but not defined shall take their meaning from the document contained in Section A.

Background on CHES

Overview

CHES stands for Clearing House Electronic Subregister System. It is a settlement system for transferring *securities* designed to eliminate paperwork by operating a paperless system which records shareholdings electronically, rather than using share certificates.

CHES is operated by the ASX Settlement and Transfer Corporation Pty Ltd (ASTC) which is a wholly owned subsidiary of Australian Securities Exchange Limited (ASX).

Sponsorship on CHES

CHES participants are either *general settlement participants* or *account participants*. CHES maintains a part of each issuer's register of holders as the *CHES subregister*. A shareholder on the *CHES subregister* is either a CHES participant or sponsored by one. As you are neither a *general settlement participant* or *account participant*, you will need to be sponsored in order to maintain a shareholding on CHES. You will be sponsored by entering into a *sponsorship agreement* with a *general settlement participant*, the effect of which is to appoint that *entity* as the *sponsoring participant* for the *holdings* covered by the sponsorship. Each shareholding on the *CHES subregister* must have a designated *controlling participant* who alone can initiate transactions on CHES in relation to that shareholding.

The terms of Part VI – Appointment of *Controlling Participant* – in the Terms and Conditions are your *sponsorship agreement* with VALUE NOMINEES PTY LIMITED as your *Controlling Participant*. The *securities* which are to be put on the *CHES subregister* will be converted to a *CHES holding* in your name. VALUE NOMINEES PTY LIMITED will control this *CHES holding* on your behalf, acting on your instructions or on *confirmations* received from your market participant, subject always to its right to refuse to do so as set out in Part VI of the Terms and Conditions.

Under the *Settlement Rules* published by the ASTC, which govern the use of CHES, certain acknowledgments have to be made. These are set out in clause 29 in Part VI of the Terms and Conditions.

Securities Transfers

Transactions against *holdings* on the *CHES subregister* are effected via electronic computer messages. The *sponsorship agreement* authorises VALUE NOMINEES PTY LIMITED to carry out instructions provided by you in relation to your *holdings* by sending the appropriate electronic messages to CHES and processing messages received from CHES.

VALUE NOMINEES PTY LIMITED will only undertake *securities transfers* and operate your *CHES holding* according to the terms in Part VI of the Terms and Conditions. As a *general settlement participant*, VALUE NOMINEES PTY LIMITED will also have to abide by the *Settlement Rules*.

VALUE NOMINEES PTY LIMITED will send you monthly statements that, amongst other things, outline *securities* that are sponsored under Part VI. When a transaction occurs in your *CHES holding*, CHES will send you a statement detailing the changes to your shareholding in the first week of the following month.

General

Part VI of the Terms and Conditions contains provisions designed to better protect Suncorp-Metway Limited as mortgagee of the shares subject to a *CHES holding*.

The *CHES holding* that you establish with VALUE NOMINEES PTY LIMITED can be in addition to any *holding* you may have with any other *sponsors*. However, these other *sponsors* will not be able to access the shares comprising your Margin Lending *loan* portfolio with Suncorp Metway Limited.

If you have any queries relating to the terms of Part VI of the Margin Lending Terms and Conditions, or do not fully understand any of its terms, please contact Suncorp Margin Lending on 1800 805 972 prior to signing the *application form*.

Statement of Account

Statements are provided monthly to you and can also be obtained on request from your *Account Manager*. You may also nominate your adviser to receive copies of your statement or view your statements online.

Direct Debit Request Service Agreement

Debit User's name and address:

Suncorp Margin Lending, Reply Paid 1877, Royal Exchange, NSW, 1225

("we" or "us")

User ID: 146 549

You have entered or are about to enter into an arrangement under which you make payments to us. You want to make those payments by use of the Direct Debit System.

This agreement sets out the terms on which we accept and act under a Direct Debit Request ("your Direct Debit Request") you give us to debit amounts from your *account* under the Direct Debit System. It is additional to the arrangement under which you make payments to us.

Please ensure you keep a copy of this agreement as it sets out certain rights you have against us and certain obligations you have to us due to giving us your Direct Debit Request.

When we are bound by this agreement.

1. We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

What we agree and what we can do.

2. We only draw money out of your *account* in accordance with the terms of your Direct Debit Request.
3. We give *you* a statement of the amounts we draw under your Direct Debit Request every month
4. On giving *you* at least 14 days notice, we may:
 - change *our* procedures in this agreement;
 - change the terms of your Direct Debit Request; or
 - cancel your Direct Debit Request.
5. *You* may ask *us* to:
 - alter the terms of your Direct Debit Request;
 - defer a payment to be made under your Direct Debit Request;
 - stop a drawing under your Direct Debit Request; or
 - cancel your Direct Debit Request by:

Either sending correspondence to Suncorp Margin Lending, Reply Paid 1877, Royal Exchange, NSW, 1225 or fax *us* on 1300 305 499 stating:

- your Client Reference Number
- details of the action *you* wish to take
- details of any bank *account* changes
- if deferring a payment, the exact duration; and
- the signatures of all parties on the *facility*.

Please note that should *you* cancel your Direct Debit Request, interest will be capitalised to your *facility*.

6. *You* may dispute any amount we draw under your Direct Debit Request by:

Either sending correspondence to Suncorp Margin Lending, Reply Paid 1877, Royal Exchange, NSW, 1225, faxing *us* on 1300 305 499 or by contacting your *Account* Manager on 1800 805 972. Please advise the following information:

- Client Reference Number
- Date and amount of disputed direct debit
- Bank *account* details
- What is being disputed

7. We deal with any dispute under clause 6 of this agreement as follows:

We will attempt to resolve the dispute within 24 hours of it being made. If we cannot resolve the dispute within 24 hours, we will contact *you* directly or send *you* a letter telling *you* what we have done and what other action we intend to take.
8. If the day on which *you* must make any payment to *us* is not a *business day*, we draw on your *account* under your Direct Debit Request on the following *business day*.
9. If your financial institution rejects any of *our* attempts to draw an amount in accordance with your Direct Debit Request, we will add the amount that should have been paid onto your *facility*. It will be charged interest along with all other debit balances on your *facility account*. If debiting the unpaid amount results in the current *gearing ratio* exceeding the maximum *gearing ratio* on your *facility account*, we may take further action against *you* (for example, making a margin call on your *facility*).
10. We will not disclose to any *person* any information *you* give *us* on your Direct Debit Request, which is not generally available, unless:
 - *you* dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request and to any amount we draw under it to the financial institution at which your *account* is held or the financial institution which *sponsors our* use of the Direct Debit System or both of them;
 - *you* authorise that disclosure under this agreement;
 - *you* otherwise consent to that disclosure; or
 - we are required to disclose that information by law.

What you should consider

11. Not all *accounts* held with a financial institution are available to be drawn on under the Direct Debit System.
12. Before *you* complete your Direct Debit Request, it is best to check *account* details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.
13. Please enquire of your financial institution, if *you* are uncertain when your financial institution processes an amount we draw under your Direct Debit Request on a day which is not a *business day*.
14. It is your responsibility to ensure there are sufficient clear funds available in your *account*, by the due date on which we draw any amount under your Direct Debit Request, to enable *us* to obtain payment in accordance with your Direct Debit Request.
15. We request *you* to direct:
 - all requests to stop or cancel your Direct Debit Request to *us* initially; and
 - all enquiries relating to any dispute under Clause 6 of this agreement to *us* initially.

Risk Disclosure Statement

This statement must be read by each *person* borrowing from Suncorp-Metway Limited under a margin lending *facility*.

In this statement, “*you*” means the *Borrower* and a *Security Provider*.

1 Risks of investment

Using a margin lending product to acquire an investment multiplies the effect of both rising and falling values. Therefore, in a falling market, losses on a portfolio acquired through one of *our* facilities are greater. Some markets can be very volatile.

Whatever happens to the *market value* of your *securities* you are still legally obliged to pay back the full amount you have borrowed from *us* and to pay all interest charges on the *loan*.

2 Margin calls

If the *value* of the overall security held by *us* drops below a certain proportion of the *loan* you will receive a margin call. You cannot just “wait out” any downturns in the market.

You will have a limited time to deal with any margin call, by either repaying to *us* enough of your *facility* or giving *us* more *securities* on the relevant applicable *acceptable securities list*. If you fail to act within the time periods specified in the terms and conditions, then some of your *securities* may be sold so as to ensure the *amount outstanding* no longer exceeds your *borrowing limit*.

We may at any time remove an investment from the *acceptable securities list*. This may reduce the *borrowing limit*. If we do so you may be required to provide other security or repay some of your *loan* to ensure the amount owing does not exceed the *borrowing limit*.

3 Investment Portfolio

Suncorp-Metway Limited has not advised and will make no promise to *you* as to the appropriateness or suitability of any investments you purchase. The identification of investments by *us* on *our acceptable securities list* is not a recommendation to purchase them or a representation to *you* of *our* views as to the financial stability or projected income level of that investment.

Suncorp-Metway Limited does not guarantee the performance of any investment.

4 Cash flow and timing risks

You should be aware that the timing of interest payments and margin obligations will almost certainly not be the same as the timing of receipt of any income or tax benefits you might receive from your investments. Consequently, you should have the capacity to meet interest and margin payments in full before taking into account any potential income.

If you do not choose to prepay interest, the interest rate may also change over time. Based on current interest rates and estimated dividend yields, a geared investment could well result in a net cash outflow during the investment period prior to the date the investments are finally sold.

5 Early payout

If a *facility* is paid out prior to normal maturity, there may be additional costs payable to *us* for the early termination of the funding arrangements. These costs may reduce any profit you make upon sale of any *securities*.

6 Investment and Financial Advice

Suncorp-Metway Limited does not advise as to the legal, financial and taxation implications of entering into a margin lending *facility*. These depend on your own individual circumstances.

The investment decisions are up to *you*, and the risks of those decisions will be borne by *you*. Only investors who fully understand the risks of negative gearing into investments should apply for a *facility*. We strongly recommend that you seek independent legal, financial and taxation advice with respect to:

- the complete terms of the product and its suitability for *you*;
- the desirability and suitability of investing in your chosen investments; and
- your obligations under the legal documentation.

THIS STATEMENT IS NOT AN EXHAUSTIVE LIST OF ALL THE OBLIGATIONS AND RISKS ASSOCIATED WITH USING A MARGIN LENDING PRODUCT TO INVEST.

Privacy Statement for personal information about individuals

In this Privacy Statement, "you" means each *borrower* and each *security provider* who is an individual.

Your rights

- 1.1 You need not give us any of the personal information requested in the *application form* or any other document or communication relating to the *facility* applied for. However, without this information, we may not be able to process the *application form* or provide you with an appropriate level of service. During the course of our relationship with you, we may also gather information about you from other sources, such as from the *Securities Clearing House*.
- 1.2 You may request access at any time to personal information held by us about you and ask us to correct it if you believe it is incorrect or out of date.

How we may use your personal information

- 1.3 We use your personal information to:
 - (a) process your *application form*;
 - (b) administer and manage the *facility*; and
 - (c) facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

Our right to disclose your personal information

- 1.4 We may disclose your personal information if it is necessary to do so in the following circumstances:
 - (a) to any referee nominated by you;
 - (b) to our external service providers that provide services for the purposes only of our business, on a confidential basis (such as advisors, debt collection agents and mailing houses);
 - (c) to *nominees* and *controlling participants* who may provide services in relation to *CHESS approved securities*;
 - (d) to any *security provider*;
 - (e) to any persons acting on your behalf, including your financial advisor, broker, solicitor or accountant, unless you tell us not to;
 - (f) to other persons who have an interest in any property offered to us as an additional *security interest*;
 - (g) to any party acquiring an interest in any business or in the *facility* and any related *securities* provided by you or any other *security provider*;
 - (h) to government agencies and other registration or regulatory bodies in connection with the *facility*, (for example, to stamp or register *documents*);
 - (i) to a *mortgage* insurer which provides lenders' *mortgage* insurance to us and which may be located outside Australia;
 - (j) if you request us to do so or if you consent (for example, for a direct debit) or where the law requires or permits us to do so; and
 - (k) to a credit reporting agency in relation to your *facility*.

Use by the Suncorp Metway Group

- 1.5 We may also use your personal information or give access to personal information about you to any member of the Suncorp Metway Group of companies to:
 - (a) assess your total liability within the Suncorp Metway Group, analyse products and customer needs and develop new products, and
 - (b) inform you of products and services provided by us, any member of the Suncorp Metway Group or by preferred providers, which we consider may be of value or interest to you, unless you tell us not to.

Your authority to us

- 1.6 By signing the *application form* you authorise us to collect, maintain, use and disclose your personal information in the manner set out in this Privacy Statements.
- 1.7 By completing the *application form*, you undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

Section C - Share Trade (A separate product issued by JDV Limited)

1. General

- 1.1 These General Conditions of Trade with Margin Lending *Facility* (General Conditions) apply to dealings between the client (*you*) and JDV Limited ABN 67 009 136 029 (Broker) and must be read in conjunction with the applicable Trading Rules.
- 1.2 Suncorp Metway Limited ABN 66 010 831 722 (Margin Lender) and Value Nominees Pty Limited ABN 90 001 827 998 (VN) are not parties to these General Conditions but *you* agree that the benefits of these General Conditions to the Broker are also for the benefit of the Margin Lender and VN as if the term "Broker" was replaced with the term "Margin Lender" or "VN" (as the case may be) in these General Conditions.
- 1.3 All dealings between *you* and the Broker are also subject to:
 - (a) the Corporations Act;
 - (b) the Constitution, Articles, Listing Rules, the Procedures, customs, usages and practices of Australian Securities Exchange Limited (ASX), the Australian Clearing House Pty Ltd (ACH), the ASX Settlement and Transfer Corporation Pty Ltd (ASTC) and their respective related entities; and
 - (c) the Rules (as amended from time to time), and *you* agree to be bound by the same.
- 1.4 Definitions and Interpretation

Unless the context otherwise requires, words and expressions in these General Conditions have the meaning they have in the Rules.

Without limiting the above, in these General Conditions:

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that the ASX declares is not a *business day*;

CHESS stands for the Clearing House Electronic Subregister System;

Claim is defined in the Trading Rules;

Corporations Act means the Corporations Act 2001 (Cth) as amended or replaced from time to time;

Investment Trading Facility means the trading *facility* and brokerage services provided by the Broker allowing users to place orders (including orders placed via the Internet) for the sale and/or purchase of *securities*;

Loss is defined in the Trading Rules;

Margin Lending Facility means the *facility* the Margin Lender offers for margin lending and related services to its customers;

Rules means the ASX Market Rules, the ACH Clearing Rules and the ASTC Settlement Rules, as amended from time to time, copies of which can be found on the ASX website, www.asx.com.au;

SEATS means the Stock Exchange Automated Trading System, a computer system and associated network operated by the ASX in providing a market for the trading of financial products, including *securities*; and

Trading Rules means the Trading Rules (Australian *Securities* and Margin Lending *Facility*).

1.5 Confirmation of Transaction

- (a) Each dealing between *you* and the Broker is also subject to the provisions of the relevant *Confirmation of Transaction* issued by the Broker. If there is any conflict between these General Conditions and the provisions of the *Confirmation of Transaction*, the provisions of the *Confirmation of Transaction* will prevail to the maximum extent permitted by law.
- (b) The Broker may issue a further *Confirmation of Transaction* if the previous one(s) contained any errors or omissions. The further *Confirmation of Transaction* will supersede the previous one(s) in all respects.
- (c) *You* consent to electronic dispatch (by e-mail) of *Confirmations of Transaction* and waive the right to receive *Confirmation of Transaction* in paper form. If *you* wish to receive *Confirmations of Transaction* in paper form, *you* must notify the Broker in writing. *You* acknowledge that each *Confirmation of Transaction* dispatched is subject to:
 - 1) the rules, customs and practices of the ASX;
 - 2) if the sale or purchase is in relation to CHESS approved *securities*, the ASX Market Rules, the ACH Clearing Rules and the ASTC Settlement Rules; and
 - 3) the correction of errors and omissions.
- (d) The Broker may issue *you* paper *Confirmations of Transaction* at the Broker's discretion and subject to payment of the Broker's usual fee.

2. General Commitments

2.1 You declare and confirm that:

- (a) all information provided by *you* to the Broker in your application or otherwise is complete and correct and is not misleading, and that the Broker may rely on that information unless and until *you* give the Broker written notice of any changes to it. Any changes to the information will also be covered by this declaration;
- (b) *you* will for the duration of these General Conditions and the Trading Rules provide to the Broker full disclosure that is correct and not misleading, of all information required by the Broker to provide the services;
- (c) *you* will notify the Broker in writing within 2 Business Days of any material change from time to time in:1) any information provided by *you* to the Broker, the Margin Lender or VN in your *application forms* or in connection with the services; or2) your circumstances which might affect the Broker's performance of the services;
- (d) *you* or your associates are not Employees of a Market Participant as defined by the ASX Market Rules and that *you* will not cause a violation of ASX Market Rules, which prohibit the Broker performing transactions on behalf of an employee of the Broker or their associates or immediate family, as those terms are defined in the ASX Market Rules, or for an *account* in which any such employee has any interest, either direct or indirect, except with the consent of a director of the Broker;
- (e) *you* are not an Employee (as defined in the ASX Market Rules) of the Margin Lender or VN;
- (f) if *you* are a trustee, *you* have full power and authority to enter into these arrangements with the Broker and to exercise the rights and perform the obligations under them;
- (g) at all times during your dealings with the Broker *you* will be in a financial position to meet all your commitments and obligations arising from them;
- (h) by using the services of the Broker *you* are not contravening the laws of the jurisdiction in which *you* reside;
- (i) *you* will not engage in behaviour at any time which contravenes, or causes the Broker to contravene the Rules;
- (j) if *you* are an individual, *you* are over the age of 18 years; and
- (k) *you* have not relied on and will not rely on any statement, representation, information or advice made or given to *you* by the Broker unless it is made or given to *you* expressly in these General Conditions or in the Trading Rules or by written instrument by the Broker directly, and the provisions of clause 6 apply to any breach of this warranty.

2.2 You acknowledge that the Broker does not give personalised advice or make personalised recommendations and that it is therefore your responsibility, before ordering the sale or purchase of any *securities* through the Broker, to assess and evaluate the proposed transaction in the light of your then current financial situation, investment objectives and particular needs.

2.3 You agree to:

- (a) pay the Broker for purchases and transaction charges including all brokerage, Goods and Services Tax (GST), stamp duty and other transaction taxes and charges incurred by the Broker in respect of your transactions;
- (b) make good delivery of *securities* in respect of sales by the due settlement date; and
- (c) pay for purchases by the due settlement date.

Where *you* fail to make good delivery in respect of sales, or pay for purchases by the due settlement date, or otherwise fail to comply with this clause, in addition to the Broker's other rights specified in these General Conditions or in the Trading Rules, *you* will indemnify the Broker for any Claim incurred by the Broker as a result.

2.4 The Broker may require payment from *you* for trading activity after close of business on the day of trade.

2.5 You acknowledge that:

- (a) the ASX has the power under the ASX Market Rules to cancel or amend any transaction or crossings;
- (b) *you* have read and received all of the *documents* which the Broker is required to give *you* under the Corporations Act and any other document or required by the Procedures (as defined in the ASX Market Rules);
- (c) your moneys and the monies of other clients of the Broker may be combined and deposited by the Broker in a trust *account* or clients' segregated *account*, and that all monies credited to the clients' segregated *account* maintained by the Broker may be used by the Broker to meet the default of any client of the Broker;
- (d) dealing in Australian *securities* incurs a risk of loss as well as a potential for profit; and
- (e) *you* have given consideration to your objective, financial situation and needs and have formed the opinion that dealing in Australian *securities* is suitable for your purposes.

2.6 You acknowledge and agree that:

- (a) the Broker has relied on and will rely on any information provided by *you* and the Broker is not obliged to confirm the validity of any information provided to it in respect of your investments; and
- (b) if the Broker relies on third parties to supply information regarding your investments, the Broker will not be liable for any errors or omissions in any report issued as part of the services or any failure to perform the services, to the extent that the error or omission is caused by an act or omission by the third party.

2.7 You acknowledge and agree that the Broker has entered into these General Conditions with *you* on the basis of the matters in this clause 2 and other acknowledgements given in these General Conditions and in the Trading Rules.

3. Orders

3.1 Subject to clause 3.2, the Broker will act only within the parameters of your instruction to trade.

3.2 The Broker will place any transaction arising from your instructions in accordance with the requirements of the ASX Market Rules, even if this means that the transaction cannot be placed exactly in accordance with your instructions.

3.3 The Broker may at any time decline to act on your behalf in relation to any particular dealing. The Broker may also decline to accept any order or application to trade, without having to give any explanation or *advance* notice to *you*.

3.4 Without limiting clause 3.3, the Broker may also decline to act and/or delay in acting on your behalf:

- (a) if the original order or instruction is not executed within 30 days after it is received by the Broker and if it is not reconfirmed at that time (in which case the order will expire);
- (b) if the basis of quotation for the security has changed and the order has not been reconfirmed;
- (c) if the security has been subject to a trading halt and the order has not been reconfirmed;
- (d) if the Broker believes your instructions are ambiguous, incomplete or unclear;
- (e) if the Broker wishes to check your bona fides or your order or instructions;
- (f) if the Broker believes your instructions may give rise to a false or misleading appearance of active trading in any *securities* or with respect to the market for, or price of, any *securities*;
- (g) if the Broker believes that your instructions may result in an order in which there is no change in the beneficial ownership of *securities*;
- (h) if the Broker believes there is or could be an error, omission or invalidity in your order or instructions;
- (i) if there is disruption, failure or malfunction in any computer systems (including the Broker's systems and connections), Internet systems or other communication and information processing systems relied upon by the Broker to carry out its activities; or
- (j) if the Broker believes that there may be a breach of the Corporations Act, or any of the Rules. 3.5 The Broker is not responsible for reinstating lapsed orders or for contacting *you* to seek new instructions.

3.6 If "*you*" comprises more than one *person*, then each of *you* is jointly and severally bound by these arrangements and for the acts and authorisations of each of *you*. The Broker may act upon the instructions of any one of *you*.

3.7 If the Broker enters into a contract or allocates the benefit of a contract to *you* in order to partially satisfy your buy order and:

- (a) the Broker cannot wholly satisfy your buy order within the time agreed with *you*; and
- (b) upon registration of a *transfer* in accordance with the contract, *you* would hold less than a "marketable parcel" of the *securities* (as that term is defined in the ASX Market Rules), the Broker may re-sell the *securities* purchased under the contract at your risk and expense, including brokerage and stamp duty.

3.8 You acknowledge that the Broker uses Automated Client Order Processing (ACOP, or "Straight Through Processing") to process most orders, and that:

- (a) use of ACOP may involve the matching of your order with the order of another client of the Broker, effectively crossing the stock and entitling the Broker to commission on both sides of the transaction; and
- (b) if the Broker deals as principal, your orders may match opposite orders in SEATS on behalf of the Broker as principal.

The policy which the Broker adopts in the allocation of *securities* to fulfil orders placed is to process orders in the order in which it receives them. Where the Broker has an order of its own *account* as defined in ASX Market Rule 7.5.1, the Broker will allocate *securities* in accordance with the provisions of Rule 7.5 of the ASX Market Rules.

- 3.9 Notwithstanding that the Broker may act in accordance with your instructions, or for your benefit, *you* acknowledge that any contract arising from any order submitted to the Market, is entered into by the Broker as principal.
- 3.10 *You* acknowledge and consent that the Broker may from time to time act as Principal as defined in ASX Market Rule 7.3.5 in respect of any or all transactions contemplated by the agreement between *you* and the Broker.
- 3.11 *You* acknowledge that the Broker is not required to act in accordance with your instructions where to do so would constitute a breach of the Rules or the Corporations Act.
- 3.12 The Broker will not be responsible for any Loss incurred by *you* where the Broker does not receive your instructions or where any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to failure of any computer or other electronic or technological service.
- 3.13 The Broker will not be responsible for any Loss incurred by *you* where the Broker is unable to receive or act on your instructions due to circumstances that are beyond the Broker's reasonable control, eg war, riot, civil disturbance, act of terrorism.
- 3.14 If the Broker becomes aware of your death and, after reasonable enquiry, does not know the identity of your legal representative, the Broker may exercise the powers under Rule 7.3.5 of the ACH Clearing Rules.
- 3.15 If:
- (a) the Broker becomes aware of your death and knows the identity of your legal representative; and
 - (b) the legal representative does not, as requested by the Broker, undertake to meet your obligations in respect of one or more transactions or contracts for the benefit of your estate, the Broker may exercise the powers under Rule 7.3.5 of the ACH Clearing Rules in respect of those transactions or contracts for which the undertaking is not given.
- 3.16 Your estate must *account* to the Broker as if the actions of the Broker under 7.3.5 of the ACH Clearing Rules were taken on your instructions and must *account* to the Broker for any deficiency and is entitled to any surplus which may result.

4. Authorities

- 4.1 *You* irrevocably authorise the Broker:
- (a) to apply any money held at any time by the Broker for *you* (under any *account* or arrangement between *you* and the Broker), to the Broker's own *account* to pay any amount that *you* owe or may at any time owe to the Broker under any other *account* or arrangement between *you* and the Broker (irrespective of how that *account* originated and whether or not that *account* is subject to these General Conditions). The Broker may use any amounts which *you* deposit with the Broker to cover any outstanding positions before those monies are allocated to any requests to purchase *securities*;
 - (b) to apply any credits, payments and other receipts from *you* or for your *account* in any way as the Broker thinks fit towards payment of any amounts due or owing by *you* to the Broker in connection with the Margin Lending *Facility*;
 - (c) to release any information contained in your *application form* and other records to the Australian *Securities* and Investments Commission, the ASX and any other governmental agency as required by law or under the Rules;
 - (d) in connection with the establishment of these arrangements and the collection of any overdue payments, to supply relevant information contained in your *application form* and other records of the Broker, the Margin Lender or VN to a credit reporting agency and to obtain credit reports about *you* from a credit reporting agency;
 - (e) to record any telephone conversation(s) between *you* and the Broker (including, where applicable, the Broker's Trading Room operators and personnel), with or without an audible tone warning device, and to use the recordings for the purposes of the Broker's dealings with *you*; and
 - (f) to supply information to the Margin Lender or VN relating to your *account* with the Broker, including the number, *value* and type of transactions *you* have performed, for the Margin Lender or VN to assess the operation of its business, calculate and verify the amount of any fees payable to or by the Margin Lender or VN and for marketing purposes.

- 4.2 (a) From time to time, errors can be made (by *you*, by the Broker, by the broker on the other side of a transaction, by that other broker's client, or by other *persons* or causes) in respect of orders, the placement of orders or the entry of orders in SEATS. *You* irrevocably authorise the Broker (in the Broker's absolute discretion and without further reference to *you*) to set aside, cancel or modify (or to allow or authorise another *person* to do so and on such terms as the Broker thinks appropriate) any transaction which the Broker believes has been effected as a result of an error. *You* acknowledge and agree that *you* will be bound by the Broker's actions pursuant to this provision and the Broker will not be liable to *you* for so acting even if *you* suffer Loss as a result. The Broker is under no obligation to so act in these circumstances, but may decide to do so even if:
- 1) the error and the circumstances of the transaction would not, under general law (but for this provision) or under the ASX Market Rules, justify a cancellation, setting aside or modification of the transaction; or
 - 2) another *person* (including the Broker) would benefit from the Broker's decision or conduct, or if the decision or conduct would not be in your financial or other best interests (for example, by depriving *you* of a benefit whether monetary or otherwise which *you* would have otherwise obtained); or
 - 3) the Broker has already reported the transaction to *you* or issued a *Confirmation* of Transaction in respect of the transaction; or
 - 4) the Broker has delayed in making a decision or acting whilst it investigated the circumstances of the error and the transaction and considered its course of action.
- (b) The Broker will use reasonable endeavours to contact *you* either before or after exercising its discretion under this provision, but the Broker's discretion under this provision is not dependent on it doing so.
- (c) If a transaction is set aside or cancelled pursuant to this provision, and *you* request the Broker to act again on your order in its original terms, the Broker will use reasonable endeavours to do so, but, if the error pertained to your order, the Broker will act again on your original order as corrected for the error.
- (d) The Broker will not be liable to *you* if the order cannot be executed on its terms.
- 4.3 *You* irrevocably appoint severally *ACH*, and every director, manager and assistant manager for the time being of *ACH*, at the option of *ACH* (as applicable) to do all acts and execute all *documents* on your behalf for the purpose of exercising the powers conferred on *ACH* for the purpose of Rule 15 of *ACH* Clearing Rules.
- 4.4 *You* agree to provide the Broker without delay, any other authorisation or consent reasonably required by the Broker permitting the Broker to do any other thing consistent with the spirit of these General Conditions or the Trading Rules.

5. Failure to Settle

- 5.1 *You* must ensure that the Broker, the Margin Lender or VN (as applicable) have cleared funds from *you* in sufficient time to settle a purchase of *securities* on the applicable settlement date shown on the *Confirmation* of Transaction from your margin lending *account*. If sufficient funds are not available in your margin lending *account*, *you* agree to pay the Broker on demand:
- (a) interest on the *amount outstanding* from time to time at the Benchmark Rate (as defined by National Australia Bank) plus 3 percent per annum, calculated daily; and
 - (b) a late settlement charge not exceeding A\$75 or 0.15% of trade *value* (whichever is the greater) per day (plus GST if applicable) to cover the Broker's, the Margin Lender's and VN's costs arising from your failure to settle by the due date.
- 5.2 *You* must ensure that the Margin Lender or VN holds on your behalf sufficient and relevant *securities* in sufficient time before the applicable settlement date to settle a sale of *securities*. If by the settlement date shown on the sell *Confirmation* of Transaction *you* do not have sufficient and/or relevant *securities* in your margin lending *account*, *you* agree to pay the Broker on demand:
- (a) any fail fees levied by the ASX or *ACH* or *ASTC*; and
 - (b) a late settlement charge not exceeding A\$75 or 0.15% of trade *value* (whichever is the greater) per day (plus GST if applicable) to cover the Broker's, the Margin Lender's and VN's costs arising from your failure to settle by the due date.

5.3 If after the Broker has contacted *you*, or has made reasonable attempts to contact *you*, *you* have not delivered or caused to be delivered to the Broker, the relevant *securities*, or payment due, then *you* irrevocably:

- (a) authorise the Broker to buy back or sell on your behalf any of the *securities* that are the subject of the contract;
- (b) authorise the Broker to sell any other *securities* outstanding on or to your *account* (including any of your other *accounts* with the Broker or the Margin Lender or VN), or any *securities* in the Broker's or the Margin Lender's or VN's control or possession (except, in each case, shares in the Broker or the Margin Lender or VN); and
- (c) (d) without limiting any other clause in these General Conditions or in the Trading Rules, authorise the Broker to apply funds held by *you* or to your *account*, with the Broker or the Margin Lender or VN, to settle your trades; and agree to indemnify the Broker against all costs, expenses and losses incurred, including brokerage, stamp duty, fail fees levied by the ASX or ACH or ASTC and bank fees, resulting from your failure to settle by the due date.

6. Termination

6.1 Subject to the Rules, this agreement with *you* and all your rights to use the Broker's Investment Trading *Facility* will be terminated if any of the following events occur:

- (a) the Broker or *you* give not less than 3 days' written notice of termination to the other;
- (b) upon your *insolvency*;
- (c) upon the Broker's or the Margin Lender's or VN's termination or suspension as a participant in *CHESS*;
- (d) if *you*:
 - 1) give an unauthorised *person* your personal user name, access password or personal identification number;
 - 2) use or in the Broker's reasonable opinion appear to use any facilities or services provided by the Broker or the Margin Lender or VN in a manner reasonably deemed inappropriate by the Broker; 3) deliberately or recklessly disrupt any services provided by the Broker or the Margin Lender or VN or attempt to do so; 4) engage in the practice known as spamming or attempt to do so; 5) use any Internet access in an unlawful manner or attempt to do so; 6) use any Internet access to menace or harass others or attempt to do so; 7) make any denial-of-service attacks on the Broker or the Margin Lender or VN or any other users or networks relating to them, or attempt to do so; or 8) use any Internet access to unlawfully obtain access to networks used or operated by the Broker or the Margin Lender or VN or attempt to do so, as the Broker in its sole discretion determines and the Broker gives *you* written notice of termination;
- (e) if:
 - 1) *you* fail to pay or provide security for amounts payable by *you* to the Broker under this agreement or under the Rules;
 - 2) *you* fail to discharge any obligation in connection with the settlement of a transaction in accordance with its terms; or
 - 3) any other event occurs which under this agreement gives the Broker the right to take action against *you*, in which case *you* must *account* to the Broker for any deficiency and are entitled to any surplus which may result from the exercise of those rights;
- (f) if the Broker in its sole discretion forms the view that the provision of any services or content as contemplated under the Broker's Investment Trading *Facility* is likely to expose the Broker to any liability as a result of a breach or anticipated breach of any law or any third party's rights, and the Broker gives *you* written notice of termination; or
- (g) the Margin Lender or VN or any other company whose website *you* enter to access the Broker's Internet facilities terminates denies or limits the Broker's access to that website for any reason and the Broker gives *you* written notice of termination.

6.2 Any termination is:

- (a) effective upon receipt of notice by the other party from the party seeking to terminate the agreement;
- (b) without prejudice to: 1) any breach committed; or 2) any rights or obligations accrued, by either the Broker or *you* prior to that termination; and
- (c) subject to the completion of any outstanding obligations and the right of the Broker to give effect to any authorities expressed to be irrevocable, and any indemnity given by *you* under these General Conditions or under the Trading Rules, but is terminated in all other respects.

- 6.3 If any of the events referred to in clause 6.1 occurs, the Broker may, instead of terminating this agreement with *you* and all your rights to use the Broker's Investment Trading *Facility*, by notice to *you*:
- (a) suspend, limit or withdraw all or any of those rights for that period or those periods and upon such conditions as the Broker in its sole discretion determines; or
 - (b) take steps to block access by *you* to any website maintained or used by the Broker or the Margin Lender or VN or any other company whose website *you* enter to access the Broker's facilities, or take such other preventative measures the Broker in its sole discretion considers expedient, or both. The Broker will not be liable to *you*, your employees, contractors, agents, associated *persons*, clients or related bodies corporate or any of them, as a result of taking or attempting to take any of those actions.

7. Relationship to Margin Lender

7.1 *You* acknowledge and agree that:

- (a) the Margin Lender and VN are not the Broker's agents or representatives in any respect;
- (b) the Broker will not in any way be liable to *you* for any Loss *you* may suffer or incur arising out of or connected with any services rendered or any statement, representation, information or advice made or given, whether negligently or otherwise, by the Margin Lender VN, or any other *person*; and
- (c) the Broker will not be liable for any act or omission of the ASX, ACH or ASTC.

8. Indemnity

8.1 *You* must indemnify and keep the Broker indemnified from and against any Claim arising out of or in any way connected, directly or indirectly, with:

- (a) the Broker undertaking your instructions; or
- (b) any breach or failure by *you* to comply with your obligations to the Broker, the Margin Lender or VN (including your obligations under these General Conditions, any applicable Trading Rules or under any other contract or arrangement that *you* may now or in the future have with the Broker, the Margin Lender or VN).

8.2 The indemnities and limitations contained in these General Conditions remain in full force and effect notwithstanding the revocation or termination of:

- (a) your participation in the Investment Trading *Facility*;
- (b) your participation in the Margin Lending *Facility*; or
- (c) these General Conditions or the Trading Rules.

9. Limitation of Liability

In addition to the limitation of liability provisions contained in these General Conditions, there are also important limitation of liability provisions in the Trading Rules.

10. Notices

10.1 The Broker may give notices to *you* or have other communications with *you* (including in respect of these General Conditions, the applicable Trading Rules and the provision of the Broker's services, but not including a demand made under clause 5.3 of these General Conditions) by email or other modes of electronic communication. This clause is not intended to limit the rights of the Broker to give notices to *you* or communicate with *you* by other means. The Broker is JDV Limited, ABN 67 009 136 029, a Participant of the ASX Group. *You* acknowledge that the Broker may pay to and/or receive from the Margin Lender or VN, fees in connection with the Broker's services or your use of the Broker's or those other entities' services.

Trading Rules (Australian Securities and Margin Lending Facility)

1. Introduction

1.1 General

- (a) Suncorp Metway Limited ABN 66 010 831 722 (Margin Lender) offers margin lending and related services to its customers (Margin Lending Facility) and has appointed JDV Limited ABN 67 009 136 029 (Broker) to make available its share trading and related services (Investment Trading Facility) in respect of certain classes of Australian securities to customers of the Margin Lender.
- (b) Where you elect to maintain:
 - 1) an active Margin Lending Facility; and
 - 2) a CHES Agreement between you, the Margin Lender and Value Nominees Pty Limited ABN 90 001 827 998 (VN), pursuant to which VN is the sponsor of securities held in your Margin Lending Facility, the Broker can provide you with the Broker's Investment Trading Facility.
- (c) The Broker strongly recommends that you obtain independent legal and taxation advice before applying to register for the Investment Trading Facility.
- (d) Your attention is drawn to important disclaimer and limitation of liability provisions contained in these Trading Rules.

1.2 Definitions and Interpretation

Unless the context otherwise requires, words and expressions in these Trading Rules have the meaning they have in the Rules.

Without limiting the above, in these Trading Rules:

ACH means Australian Clearing House Pty Limited ABN 48 001 314 503;

ASX means the Australian Securities Exchange Limited ABN 98 008 624 691;

ASIC means the Australian Securities and Investments Commission;

ASTC means ASX Settlement and Transfer Corporation Pty Limited ABN 49 008 504 532;

CHES stands for the Clearing House Electronic Subregister System;

Claim means any action, suit, proceeding, demand and Loss of any nature whatever, and however arising, out of, relating to, or connected with your use of the Investment Trading Facility, made or to be made, or that might be made against a Supplier whether:

- (a) present, unascertained, immediate, future or contingent;
- (b) in contract or in tort (including negligence), or under any statute, or by reason of any other principle, whether legal, equitable, or statutory;
- (c) asserted by action, claim, suit, proceeding, deduction, set off or counterclaim, or otherwise however;
- (d) for breach of any provision, warranty, representation, obligation or undertaking (express or implied) contained in these Trading Rules or the General Conditions; or
- (e) arising or resulting, directly or indirectly, from any statement, representation, information or advice made or given, whether negligently or otherwise and whether incorrect or otherwise, in relation to any act matter or thing arising out of or in any way connected with these Trading Rules or the General Conditions.

Corporations Act means the Corporations Act 2001 (Cth) as amended or replaced from time to time;

Facility Information means information about your Margin Lending Facility and Investment Trading Facility;

Investment Trading Facility means the trading facility provided by the Broker allowing users to place orders (including orders placed via the Internet) for the sale and/or purchase of securities;

Loss means any claim, action, damage, loss, liability, cost, charge, expense, diminution in value or deficiency of any kind or character that you or a Supplier (as the case may be) pays, suffers or incurs or is liable for, including:

- (a) all interest and other amounts payable to third parties;
- (b) all legal (on a full indemnity basis) and other expenses incurred in connection with investing or defending any claim or action, whether or not resulting in any liability and all amounts in settlement of a claim or action; and
- (c) indirect, special, incidental or consequential loss or damages (including loss resulting from business disruptions, lost profits, trading or execution losses) or loss or damage to systems or data;

Rules means the ASX Market Rules, the ACH Clearing Rules and the ASTC Settlement Rules, as amended from time to time, copies of which can be found on the ASX website, www.asx.com.au;

SEATS means the Stock Exchange Automated Trading System, a computer system and associated network operated by the ASX in providing a market for the trading of financial products, including securities; and

Supplier is defined in clause 9(a).

1.3 Application to use Investment Trading Facility

- (a) The Broker operates an Investment Trading Facility that receives and processes requests from customers to buy and sell Australian securities within certain classes. In addition, the Broker may from time to time make further services associated with Australian securities available to customers.
- (b) By applying to register yourself for the services made available, you agree to these Trading Rules, the General Conditions of Trade with Margin Lending Facility (General Conditions), the Broker's brokerage rates (which appear and are updated from time to time at the Suncorp Metway Limited website), and other documentation required by the Broker to be signed or agreed by you in order for you to participate in the Investment Trading Facility (all of which are, collectively, the Investment Trading Facility Documents).
- (c) You can apply to become registered to use the Broker's Investment Trading Facility by returning completed application forms to the Broker for processing and approval. Approval of applications to use the Investment Trading Facility is at the absolute discretion of the Broker.
- (d) The Margin Lender and VN are not parties to these Trading Rules but you agree that the benefits the Broker receives under these Trading Rules are also for the benefit of the Margin Lender and VN as if the term "Broker" was replaced with the term "Margin Lender" or "VN" (as the case may be) in these Trading Rules.

2. Brokerage Rates

- (a) For each buy or sell order placed via the Internet (Internet Trading), the Broker's brokerage rates are as set out from time to time on the Suncorp Metway Limited website.
- (b) Instead of requesting trades via Internet Trading, you may place requests for buy and sell orders via a telephone Trading Room, or by facsimile or letter directly to the Broker (Non-Internet Trading). The Broker's brokerage rates for Non-Internet Trading are, in respect of each buy or sell order, as set out from time to time on the Suncorp Metway Limited website.
- (c) You must pay any applicable GST at the same time and in the same manner as you pay the brokerage rates. Unless otherwise indicated, the brokerage rates specified are inclusive of GST. Stamp duty and other government levied fees may also apply, in which case you must also pay them to the Broker at the same time and in the same manner as you pay the brokerage rates.
- (d) You irrevocably authorise the Broker to deduct the brokerage fees and any other fee payable by you under these Trading Rules or under the General Conditions from your Margin Lending Facility.

3. Buy Orders

- (a) The maximum trade value of any individual order that may be placed via Internet Trading or Non-Internet Trading is dependent upon the funds and equity that you have available in your Margin Lending Facility.
- (b) You irrevocably authorise the Broker to:
 - 1) transfer any securities purchased by you into a VN sponsored holding; and
 - 2) draw on funds held in your Margin Lending Facility to satisfy any buy orders placed by you.
- (c) Notwithstanding the authorisations contained in subclause (b), you must ensure that the Margin Lender settles any buy orders placed via Internet Trading or Non-Internet Trading by you, using your Margin Lending Facility.

4. Sell Orders

- (a) There is no maximum amount of stock that you can sell under the Investment Trading Facility. Sell orders will be processed only for VN CHESS sponsored clients using this facility and with adequate stock being available to cover the sell order.
- (b) You irrevocably authorise the Broker to direct the Margin Lender or VN, as the case may be, to transfer securities held in a VN sponsored holding to satisfy a sell order placed by you.
- (c) Notwithstanding the authorisations contained in subclause (b), you must ensure that the Margin Lender settles any sell orders placed via Internet Trading or Non-Internet Trading, using your Margin Lending Facility.

5. Orders Generally

- (a) The Broker may refuse to accept an order without penalty at any time and without notice to you. The Broker need not provide you with reasons for its decision.
- (b) Where you place orders or instructions via Non-Internet Trading, they must be directed to those telephone or facsimile numbers or postal addresses that the Broker stipulates from time to time.
- (c) You may place all order amendment instructions and cancellations free of charge via the Internet, telephone, facsimile or letter directly to the Broker. The Broker has the right to require confirmation of your instructions in writing, in other than electronic form.
- (d) You may not amend or cancel any order once the Broker has executed that order.
- (e) Not all of your instructions to the Broker may be placed via Internet Trading. Subject to the provisions in clause 6, the following are examples of, but are not all instances of, instructions that you must give to the Broker via Non-Internet Trading, and not via Internet Trading:
 - 1) direction to pay to the name of a person other than that of the account holder;
 - 2) changes in the settlement period;
 - 3) changes to payment instructions; and
 - 4) changes to the account style. The Broker has the right to require confirmation of your instructions in writing, in other than electronic form.
- (f) The Broker will not be responsible for any Loss associated with orders placed by you that do not conform to the Investment Trading Facility Documents.
- (g) The Broker will only accept instructions from you or a person authorised in writing by you or as otherwise permitted by the Rules.
- (h) You must indemnify and keep the Broker indemnified from and against any Claim arising out of or in any way connected, directly or indirectly, with any order amendment or cancellation.

6. Settlement

- (a) You must settle all trades as per the General Conditions. The Broker may charge you interest, late settlement charges, fail fees and other fees as set out in the General Conditions, and invoke other remedies against you, if you do not settle your trades on time (even if the delay is caused or contributed to by the Margin Lender or VN) or if you fail to meet your other obligations to the Broker.
- (b) The Broker will dispatch a Confirmation of Transaction to you once your order has been executed. You consent to electronic dispatch (by e-mail) of Confirmation of Transaction documents and waive the right to receive them in paper form. It is your responsibility to ensure that your email address is operational and available for receipt of electronic Confirmation of Transaction documents issued by the Broker and to advise the Broker of any change to your email address as soon as practicable after the change is made. You may request printed Confirmation of Transaction documents to be mailed at an additional cost of A\$5.50 (inclusive of GST) to the address registered to your account.
- (c) You irrevocably authorise the Broker to deal with the proceeds from sale transactions on your behalf in one or more of the following ways (as the Broker may in its discretion determine):
 - 1) apply the proceeds (or part of them) to pay the Broker's brokerage and other fees, charges and amounts owing by you in connection with the conducting of trades using the Margin Lending Facility;
 - 2) apply or permit the proceeds (or part of them) to be paid to the credit of your margin lending account with the Margin Lender; and/or
 - 3) apply the proceeds (or part of them) as directed by the Margin Lender.
- (d) If the Broker has a clearing obligation in relation to a transaction registered in respect of you that is not settled by net delivery or net payment under the ACH Clearing Rules, the provisions of Rule 7.3.8 of the ACH Clearing Rules apply.

7. Warranties

- (a) You represent and warrant to the Broker that:
 - 1) you have full power to, and may lawfully, enter into and perform all your obligations to the Broker under the Investment Trading Facility Documents;
 - 2) if you access the services of the Broker from outside Australia, you are not contravening any laws in force in the jurisdiction applicable to where you access the services;
 - 3) all the information, including the representations and warranties, you have provided and will provide to the Broker are, and will be, wholly true, accurate and not misleading; and
 - 4) before applying to register for the Investment Trading Facility, you obtained or were given the opportunity to obtain, independent legal and taxation advice about the Investment Trading Facility Documents.

8. Market Information

- (a) If market information, market research and other information and data (collectively Market Information) is made available to you in connection with the Broker's services, the Broker may restrict or deny access to the Market Information at its own discretion and without notice, or impose conditions upon its availability.
- (b) You must only use the Market Information for your own private use. You must not reproduce any part of the Market Information or supply it to other persons.
- (c) You acknowledge and agree that Market Information that is made available to you:
 - 1) may not be current, and that even "live" securities prices may differ to the actual prices that are applied to your investments; and
 - 2) is not suitable to be acted upon as investment advice, and that it may be advisable to obtain investment advice before making any investment decisions relying on the Market Information.
- (d) You must indemnify the Broker from and against any Claim arising out of or in any way connected directly or indirectly with your use of the Market Information.

9. Important Disclaimer and Limitation of Liability

- (a) You acknowledge and agree that subject to clause 9(b):
 - 1) the Broker;
 - 2) the Margin Lender;
 - 3) any other person (Linked Party) whose website is linked to the Margin Lender's website or a website of the Broker;
 - 4) any other person (Information Supplier) supplying Market Information for use on a website of the Broker, the Margin Lender, or any Linked Party; or
 - 5) any officer, employee, agent or related company of any of the persons referred to in subclause (1) to (5), (each a Supplier, collectively, the Suppliers) are not liable for any Loss, however caused (including, but not limited to, by the negligence of any Supplier), suffered by you arising from or in connection with these Trading Rules or the General Conditions or the services provided by the Suppliers in connection with these Trading Rules or General Conditions. You must indemnify a Supplier against any Loss suffered by that Supplier arising from or in connection with any Claim made against a Supplier by you.
- (b) Except for:
 - 1) the express terms and warranties set out in these Trading Rules and the General Conditions or given to you by written instrument by the Broker directly; and
 - 2) those implied terms or warranties that are imposed by statute that are mandatory and cannot be excluded, the Broker gives no warranties and all other terms, conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by statute, at common law, or otherwise howsoever, and are expressly excluded.

- (c) Notwithstanding anything else in these Trading Rules or the General Conditions, where any statute implies any terms or warranty into these Trading Rules or the General Conditions, and that statute avoids or prohibits provisions in a contract excluding or modifying that term or warranty (except in certain cases), that term or warranty will be deemed to be included in these Trading Rules or General Conditions, but Broker's liability respectively for breach of that term or warranty will be limited, so far as permitted by that statute, in one or more of the ways (at the Broker's option) permitted by subsection 68A(1) of the Trade Practices Act 1974 (Cth), subsection 35(1) of the Fair Trading Act 1987 (WA) or any other similar provision contained within any other like statute.
- (d) In any event, you acknowledge and agree that, to the extent permitted by law the total liability of the Broker, its directors, employees, agents, subcontractors and contractors to you for all Claims, including interest on any Claim, is limited in the aggregate to the amount of Brokerage received from you over the period of 2 years prior to the date on which the breach giving rise to a Claim first arises.
- (e) There are also important limitation of liability provisions contained in the General Conditions.

10. PIN and Password Security

- (a) The Broker may issue personal user names, access passwords, personal identification numbers and the like (collectively Passwords) to you to enable you to access the Broker's services.
- (b) You acknowledge that it is entirely your obligation to guard against the unauthorised use of your Passwords and that the Broker will not be liable for any loss, damage, cost, expense, liability or claim arising from the use of your Passwords.
- (c) You agree that the Broker may rely on any instructions received from anyone using your Passwords regardless of whether you have authorised the person giving the instructions to use your Passwords.
- (d) You agree that you will be liable for all obligations incurred as a result of your Passwords being used to give instructions to the Broker regardless of whether you authorised that use.
- (e) You undertake to notify the Broker immediately if your Passwords have been lost, misused or stolen or have become known to someone else.
- (f) You must:
 - 1) protect your Passwords from being lost, stolen or disclosed to any person (other than the Broker), without the Broker's prior written approval;
 - 2) not keep a record of your Passwords in your wallet, with other financial or personal information or near the electronic device you are using to access the Internet (eg. filing cabinet, desk drawer) or store them electronically on a computer;
 - 3) not give, show or tell your Passwords to anyone (other than the Broker), including family and friends;
 - 4) be sure that no-one can see your Passwords being keyed into a computer terminal;
 - 5) as soon as you have finished your transactions, exit immediately by clicking on the "Log Off" button on the computer screen;
 - 6) tell the Broker as soon as you think or suspect that someone knows your Passwords or if they have been lost or stolen.
- (g) If you need to record your Passwords to help you remember them, they must be reasonably disguised and kept separately in a place where it is unlikely that they will be seen by anyone, lost or stolen.
- (h) You agree to indemnify the Broker from and against Claim arising out of or in any way connected, directly or indirectly, with the use of your Passwords.

11. Authority to supply information

- (a) You authorise the Broker to supply Facility Information relating to your Margin Lending Facility and Investment Trading Facility to authorised third parties authorised by you to have access to that information.
- (b) You irrevocably authorise each of the Broker, the Margin Lender and VN to supply (at any time, including after the completion of dealings between you and the Broker, the Margin Lender or VN), information contained in the Broker's, the Margin Lender's, or VN's records in respect of you held from time to time including:
 - 1) information contained in your registration or account application form;
 - 2) information contained in the Broker's, the Margin Lender's or VN's other records held from time to time; and
 - 3) any and all information obtained by the Broker, the Margin Lender or VN from or in relation to you in the course of providing services to you, including, but not limited to:
 - (A) your name, address, contact and other personal details;
 - (B) details of orders placed and trades and other transactions entered into by you;
 - (C) details of any credit facility provided to you and your use of the credit facility;
 - (D) other activities or dealings conducted by you through or in connection with the services made available by the Broker or the Margin Lender;
 - (E) copies of Confirmations of Transaction;
 - (F) details of payments made by or to you;
 - (G) your trading account number;
 - (H) your margin lending account number;
 - (I) details as to the state of your accounts, CHESS holdings and investment portfolios; and
 - (J) details of your nominated bank accounts, to:
 - i. the Broker, the Margin Lender or VN (as the case may be);
 - ii. any third party who provides financial services connected with the services provided under these Trading Rules; and
 - iii. ASIC, ASX, ACH, ASTC and any other governmental agency as required by law or under the Rules.
- (c) The Broker, the Margin Lender and VN may use the information passed on to them as they each determine and you acknowledge that the person providing the information is not required to monitor or control the use of the information by the other.
- (d) You irrevocably authorise the Broker, the Margin Lender and VN to supply to each other information as to any Passwords that apply to you or any of your accounts.

12. Miscellaneous

- (a) The Broker may assign any or all of its respective rights or obligations under the Investment Trading Facility documents at any time, without your prior consent.
- (b) Your rights and obligations under these Trading Rules, under the General Conditions, and otherwise in respect of your participation in the Investment Trading Facility or the Margin Lending Facility must not be assigned (whether at law, in equity or otherwise) or made the subject of any encumbrance, trust or fiduciary obligation without the prior written consent of the Broker or the Margin Lender (as the case may be), which consent the Broker or the Margin Lender may give or withhold, or give subject to any conditions as the Broker or the Margin Lender (as the case may be) may in its sole discretion determine.
- (c) All dealings and agreements entered into between you and the Broker shall, unless agreed to in writing to the contrary, be governed by the laws of Western Australia. To the extent that any disputes must be resolved by court process, you agree to submit to the jurisdiction of the Courts of Western Australia, on a non-exclusive basis.
- (d) If there is any inconsistency between these Trading Rules and the General Conditions, these Trading Rules will prevail to the extent of the inconsistency.

- (e) In these Trading Rules and in the General Conditions, unless the context otherwise requires, a word importing the singular includes the plural and vice versa, and a reference to a gender includes all other genders.
- (f) If "you" comprises more than one person, then each of you is jointly and severally bound by these Trading Rules and General Conditions and by the acts and authorisations of each of you. The Broker may act upon the instructions of any one of you.
- (g) The Broker may at any time vary these Trading Rules or the General Conditions. You will be notified of any variation to them by logging on to the Margin Lender's Internet service, by Trading Room personnel at any time following a variation, or by a message sent to your e-mail address (which mode of notification will be at the discretion of the Broker). You will be taken to have accepted the variation by your continuing use of the Broker's services after any such notifications.
- (h) Subject to clause 12(i), should any of the provisions in these Trading Rules and the General Conditions be inconsistent with the provision in the Rules:
 - 1) the Rules will override any such inconsistency; and
 - 2) upon becoming aware of the inconsistency, the Broker will, by giving you written notice, vary the agreement to the extent to which in the Broker's reasonable opinion is necessary to remove any inconsistency.
- (i) If the ASX, ACH or ASTC, for the purposes of the ASX Market Rules, the ACH Clearing Rules and the ASTC Settlement Rules respectively, prescribe amended minimum terms applicable to this agreement or otherwise introduced new rules applicable to these Trading Rules and the General Conditions (New Terms):
 - 1) to the extent of any inconsistency between this agreement and the New Terms, the New Terms will override the terms of these Trading Rules and the General Conditions; and
 - 2) the Trading Rules and the General Conditions will be deemed to be amended to incorporate the New Terms, and the New Terms apply as if you and the Broker had entered into an agreement comprising the New Terms.
- (j) The Broker may give notices to you or have other communications with you (including in respect of these Trading Rules, the General Conditions and the provision of the Broker's services, but not including a demand made under clause 5.3 of the General Conditions) by email or other modes of electronic communication. This clause is not intended to limit the rights of the Broker to give notices to you or communicate with you by other means.
- (k) For the purposes of these Trading Rules and the General Conditions:
 - 1) your email address for communications by the Broker will be the email address given by you in your application form provided to the Broker, or such other email address as you have notified in writing to the Broker prior to the Broker sending the relevant electronic communication;
 - 2) an electronic communication addressed to your email address will be taken to be received by you once the electronic communication enters an Information System outside the control of the Broker; and
 - 3) Information System means a system for generating, sending, receiving, storing or otherwise processing electronic communications.
- (l) A waiver of any power or right arising under these Trading Rules or under the General Conditions must be in writing and signed by the party granting the waiver. Any failure or delay by a party to exercise a power or right does not operate as a waiver of that power or right.

The Broker is JDV Limited, ABN 67 009 136 029, a Participant of the ASX Group. You acknowledge that the Broker, the Margin Lender and VN may pay to and/or receive from each other, fees and commission in connection with their services and your use of them.

Direct Debit Request Service Agreement

Definitions

In this Agreement:

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Business Day means Monday to Friday inclusive, except new Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Debit Day means the day that payment by you to us is due.

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

Direct Debit Request means the Direct Debit Request between us and you.

Us, Our or We means JDV Limited, the Debit User you have authorised by signing a direct debit request.

You means the customer who signed the direct debit request.

Your Financial Institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. DEBITING YOUR ACCOUNT

- 1.1. By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2. We will arrange for funds to be debited from your account upon your request, or if we have sent to the current address held by us, a Contract Note which specifies the amount payable by you to us and when it is due.
- 1.3. If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. CHANGES BY US

- 2.1. We may vary any details of this agreement or a direct debit request at any time by giving you at least 14 days' written notice.

3. CHANGES BY YOU

- 3.1. Subject to clauses 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting our Credit Officer on 1300 137 817.
- 3.2. If you wish to stop or defer a debit payment you must notify us in writing no later than 48 hours after your transaction date. This notice should be given to us in the first instance.
- 3.3. You may also cancel your authority for us to debit your account at any time by giving us no later than 48 hours notice in writing after your transaction date. This notice should be given to us in the first instance.

4. YOUR OBLIGATIONS

- 4.1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2. If there are insufficient clear funds in your account to meet a debit payment:
 - (a) you may be charged a fee and/or interest by your financial institute
 - (b) you may also incur fees or charges imposed or incurred by us; and
 - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3. You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4. If JDV Limited (ABN 67 009 136 029)("JDV") is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement or to a bank facilitating a direct debit request, then you agree to pay JDV on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. DISPUTE

- 5.1. If you believe that there has been an error in debiting your account, you should notify our Credit Officer on 1300 137 817 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3. If we conclude as a result of our investigations that your account has been correctly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4. Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

6. ACCOUNTS

- 6.1. You should check:
 - (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
 - (b) your account details 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 direct debit request if you have any queries about how to complete the direct debit request.

7. CONFIDENTIALITY

- 7.1. We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2. We will only disclose information that we have about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. NOTICE

- 8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to our Credit Officer at JDV Limited, GPO Box 9982 PERTH WA 6848.

Privacy Statement

Our Commitment to Privacy

JDV is a licensed securities dealer. Our commitment to protecting your personal details is an integral part of our normal business operations.

Collecting Information

Before we open an account on your behalf, we are required to collect personal information from you to provide the financial product or service you have requested. Without your personal information, we will not be able to provide the product or service you require.

The Use and Disclosure of Information

We will use the personal information we collect to provide you with the required product or service and to manage, administer and enhance the product or service provided. JDV has a number of related companies, some of which provide relevant financial services. For this purpose we may provide your personal information to our related companies. Sometimes, we may disclose information to a third party organisation if it is contracted to us for the purpose of providing an administrative function or activity on our behalf or if they provide financial products or services to you. In these circumstances, we will ensure that the third party organisation is bound by the National Privacy Principles. Where the organisation is providing a product or service on our behalf it will usually be named in the form used to collect the information or any accompanying documentation. We may also need to disclose information to any financial institution you have nominated, other securities dealers, Registries, CHES and the ASX for the purpose of completing transactions or administering your portfolio on your behalf. Your information may also be released to the Australian Securities and Investments Commission, the ASX or any other governmental agency if required or allowed by law or to a court if required by Subpoena. Relevant information may also be disclosed to a credit reporting agency or the Stockbrokers' Mutual Reference Society Limited ACN 000 741 104 and credit reports may be obtained about you from a credit reporting agency, in connection with the establishment of these arrangements and the collection of any overdue payments. JDV may use or disclose your personal information if the use or disclosure is required or authorised by law.

Your Right to Your Information

If you would like to access the personal information that we hold about you, or receive more information about JDV or obtain a copy of our detailed Privacy Policy, simply contact JDV's Privacy Officer at:

GPO Box W2077, Perth WA 6846,
Tel (08) 9266 0222 or Fax (08) 9266 0200.



SUNCORP