

THIRD PARTY PLATFORM PTY LTD ABN 74 121 227 905
Trading as Desktop Broker
AFSL 314341 A Participant of the ASX Group
TERMS AND CONDITIONS

This document applies to your Financial Products Trading Account with Third Party Platform Pty Ltd trading as Desktop Broker (“**Desktop Broker**”). These terms and conditions are between you and Desktop Broker. Terms and Conditions between you and the Margin Lender, between you and the provider of the Linked Account, with respect to the Nominated Account or relating to Financial Products not directly traded through us may be separately documented. Please read this document carefully and retain it for future reference.

In consideration of Desktop Broker accepting your deposit of funds, becoming your sponsoring broker in relation to Financial Products or accepting your instructions to trade Financial Products you agree to be bound by these terms and conditions, as amended from time to time.

1. Definitions and Interpretation

1.1 In these terms and conditions:

Application means an offer by you to open a Trading Account and access the Service on the Conditions.

ACH means Australian Clearing House Pty Ltd

ASTC means Australian Settlement and Transfer Corporation Pty Ltd

ASX means ASX Limited that operates the Australian Securities Exchange.

Authorised Agent means any person who has been authorised by you from time to time in a manner specified by us to give instructions to us on your behalf.

Available funds means, in connection with a Loan Account, funds which the Margin Lender has agreed to make available to settle the purchase of Financial Products and in connection with a Linked Cash Account, means Cleared Funds.

CHESS means Clearing House Electronic Sub-register System

Conditions means the terms and conditions included in these terms and conditions as amended from time to time.

Cleared Financial Products means your holding of Financial Products in your Trading Account in respect of which we are the Participant under the Sponsorship Agreement entered into between you and us or Financial Products of which we in our absolute and sole discretion recognize you as the holder and in respect of which we will become the Participant under the Sponsorship Agreement.

Cleared Funds means funds available in the Trading Account for the purposes of trading (the calculation of Cleared Funds is to include brokerage, fees, taxes and all other expenses payable by you to us).

Electronic Communication means any notice or instruction given by telephone, facsimile transmission, SMS, electronic mail or electronic data interchange (including via the internet or any other electronic form of communication approved by us from time to time).

Financial Products means any financial products (as that concept is defined by the Corporations Act) with respect to which we elect to receive instructions from you to execute a transaction on your behalf. The respective Financial Products will be notified to you from time to time.

ITS means the Integrated Trading System operated by the ASX and its subsidiaries.

Loan Account means the account the Margin Lender establishes in your name, recording all drawings and payments under its margin lending facility with you. The Loan Account is not the Trading Account or the Linked Cash Account.

Linked Cash Account means the account (as specified by us from time) that you must open in order for us to open a Trading Account on your behalf. You will be given a Prospectus or Product Disclosure Document (as appropriate) with respect to the Linked Cash Account that sets out information regarding the operation of this account.

Loss includes, without limitation, any expense, costs, liability, claims, damages, fees, taxes, duties, penalties, interest, legal costs (on a full indemnity basis), judgment, consequential, punitive, special or indirect

loss (including loss of profits and revenue).

Margin Lender means a provider of loan funds to enable clients approved by us to purchase or sell Financial Products under a margin lending agreement which is acceptable to us.

Margin Financial Products means Financial Products which are or are intended to be part of your loan portfolio with the Margin Lender.

Nominated Account means an account at a bank or financial institution nominated by you, which has been established in a name which includes your name and with respect to which you have signed a Direct Credit /Debit Request Form.

Other Exchange means any stock exchange or clearing house other than the ASX and or ASTC, nominated by us from time to time as being a stock exchange on which we will execute or arrange the execution of trades in accordance with these Conditions and the rules of the relevant stock exchange or clearing house.

ITS means the Integrated Trading System operated by the ASX and its subsidiaries.

Security Identifications mean your Internet user identification, password and telephone identification which must be used to access the Service via the Internet or telephone (as the case may be).

Service means the client trading, portfolio tools, information service and other related products and services provided by us.

Sponsorship Agreement means the CHESS Sponsorship Agreement entered into between you and us.

Straight Through Processing means the processing of your order by a number of validation rules without necessarily involving manual intervention or review.

Trading Account means your Financial Products trading facility with us.

You or your means each person or entity who makes an Application and their Authorised Agents.

We, us or our means Desktop Broker.

1.2 Unless the context requires otherwise, words defined in the Corporations Act, ASX Market Rules, ACH Clearing Rules, ASTC Settlement Rules or any Other Exchange rules, have the same meaning in these Conditions.

2. Opening A Trading Account and Our Right to Close Your Trading Account

2.1 You may apply for a Trading Account by completing an Application and submitting that Application to us in the manner specified by us from time to time. We reserve the right to not accept any Application in our absolute discretion and may refuse to open a Trading Account and/or a Linked Cash Account for you, accept your deposit of funds, operate the Nominated Account or become your sponsoring broker in relation to Financial Products without giving any reason.

2.2 You acknowledge that you have read and understood the Application and all its attachments including, without limitation, the Conditions, the Sponsorship Agreement and Explanation of Sponsorship Agreement and that these documents form part of our agreement with you.

2.3 You warrant and represent that the information you supply in your Application or which is supplied on your behalf is accurate, complete and not misleading. You agree that we may rely on that information unless and until we receive notice of any change and that you are liable for any loss arising through your failure to advise us of any change.

2.4 You acknowledge that you are no more than three persons jointly making this Application and, if more than one person or entity, each such person or entity shall be jointly and severally liable.

2.5 You warrant that if you are:
(1) acting as a trustee, you have authority to enter into these Conditions and the Sponsorship Agreement both personally and as

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- trustee;
- (2) a corporation, you are validly constituted and your principal place of business is in Australia; or
- (3) a natural person, you are principally resident in Australia and 18 years of age or over.
- 2.6 If you wish to trade in Financial Products on Other Exchanges you agree to be bound by the rules, customs and usages of the relevant Other Exchange. You agree that in the event of any inconsistency between the Conditions and the requirements of the relevant Other Exchange, the latter will prevail to the extent of any inconsistency.
- 2.7 We may establish and revise trading limits for each Trading Account in our absolute discretion. For trading limit purposes we may deem multiple accounts to be a single account.
- 2.8 We may close your Trading Account at any time, for any reason and without prior notice, subject to all outstanding obligations being fully discharged. We may refuse your instructions to purchase or sell Financial Products (and/or instructions relating to settlement) or cancel any order or generally prohibit or restrict your ability to trade Financial Products in or from your Trading Account without providing any reason for so doing.
- 2.9 Without limiting clause 2.8 we may refuse to accept instructions from you to either buy or sell Financial Products unless you have met the account opening requirements in the Conditions and on our website and, if you have a Loan Account, unless you have met the Margin Lender's requirements in relation to the margin loan facility.
- 2.10 You may not close the Trading Account without us first receiving all Financial Products for which the Trading Account is liable to deliver for sale and all funds to pay in full for all Financial Products which have been purchased on the Trading Account, including all amounts payable to us or to any other person in connection with trading in Financial Products.
3. ***Linked Cash Account, Margin Account, Nominated Account and Order Execution and Settlement Procedures***
- 3.1 You acknowledge that we may, in our sole discretion, only open a Trading Account on your behalf if you agree to open a Linked Cash Account. You acknowledge that we will open a Linked Cash Account on your behalf and as your trustee to be operated subject to the Conditions. Alternatively or in addition to the Linked Account we may require you to provide us with a Nominated Account (including signing a Direct Credit /Debit Request Form).
- 3.2 You agree that you may only deposit funds with us for the purposes of the Trading Account by way of a payment made by you or on your behalf into the Linked Cash Account or alternatively we may obtain funds from your Nominated Account.
- 3.3 You agree that we will only pay funds to you with respect to the operation of your Trading Account or otherwise by way of a payment made by us to the Linked Cash Account or to your Nominated Account and you warrant and represent that the Nominated Account is an account in your name.
- 3.4 You acknowledge that we will only accept your instructions to deal on behalf of the Trading Account where there are sufficient Cleared Funds or Cleared Financial Products in the Linked Cash Account, the Trading Account or the Nominated Account (or, if you have a Loan Account, provided the Margin Lender authorises the sale or purchase of an amount of Margin Financial Products) at the time that the instructions are given to us. You also agree that a Margin Lender may give us instructions to sell any margin Financial Products and that any such instruction will be taken to have been given by you for all purposes. You may not amend or withdraw any such instruction by the Margin Lender.
- 3.5 Where a Trading Account is opened by us solely in relation to a Margin Lending Facility, we will not open a Linked Cash Account on your behalf but we may require you to provide us with a Nominated Account and accordingly some of these Conditions will not apply to the operation of the Trading Account on your behalf where it is operated solely in relation to a margin lending facility. We shall not be liable for any loss suffered by you as a result of the default of the Margin lender or any financial institution or service provider in relation to or in connection with any transactions in respect of the Trading Account or your Loan Account.
- 3.6 You acknowledge that where you place an order with us to purchase Financial Products we will reserve (such that you are unable to access these funds) sufficient funds in the Linked Cash Account or your Trading Account such that there are sufficient Cleared Funds available to us or alternatively we will obtain, prior to settlement, sufficient funds from your Nominated Account.
- 3.7 You irrevocably authorise us to deduct all amounts in respect of all transactions and any other services provided by us to you, including brokerage, commission, fees, taxes and duties as required for settlements or otherwise required by the ASX or Other Exchanges or any other relevant party in connection with transactions in Financial Products and any other services provided by us to you and any other fees notified to you from time to time from Cleared Funds in your Trading Account or the Linked Cash Account (or, if you have a Loan Account, to direct the Margin Lender to draw on your loan facility with the Margin Lender and remit such amounts to us) or alternatively from funds available in your Nominated Account . You acknowledge that the provider of the Linked Cash Account (as disclosed to you in the Prospectus or Product Disclosure Document) will not accept any direct instructions from you in relation to the Linked Cash Account, that is, any instructions that you wish to give to the operator of the Linked Cash Account must be given to us and we will subject to our sole and absolute discretion, pass those instructions to the provider of the Linked Cash Account.
- 3.8 You agree to indemnify us and we shall be entitled to be indemnified from the Linked Cash Account, the Trading Account and the Nominated Account in respect of any claim or loss suffered by us as a result of your breach of the Conditions or any other loss suffered by us as a result of any trading by you in Financial Products (whether through us or otherwise) and we shall not be liable for any loss suffered by you as a result of the default by any person, financial institution or service provider in relation to or in connection with any transaction in respect of the Linked Cash Account.
- 3.9 You agree that we may appropriate any payments, credits or other sums of money received by you or on your behalf in reduction of any amounts owing by you to us or otherwise, whether on the Trading Account or any other Trading Account in your name and may apply funds held in the Linked Cash Account or the Trading Account (or obtain funds from the Nominated Account) in discharge of any liability arising under the Conditions and may instruct that funds be transferred from the Linked Cash Account or the Nominated Account (or, if you have a Loan Account, may instruct the Margin Lender to transfer monies from the Loan Account) to us for that purpose.
- 3.10 You agree that we may charge interest on any debit balances in your Trading Account and any other amounts outstanding by you to us at the rate disclosed to you from time to time.
- 3.11 You agree that all of your Financial Products and/or other property in the Trading Account or in the Linked Cash Account, in which you have

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- any interest or which at any time are in our possession or control shall, subject to the ASX Market Rules and the ASTC Settlement Rules, be subject to a lien for the discharge of any or all indebtedness or any other obligation that you may have to us. You must pay to us the costs and expenses of collection of any such indebtedness or debit balance, including but not limited to, legal costs and disbursements.
- 3.12 You agree that we may, from time to time, require you to open a new Linked Cash Account or Nominated Account either with the same provider but on different terms or with a new provider. You irrevocably authorise us to do everything necessary on your behalf to arrange and affect the transfer to any new Linked Cash Account or Nominated Account. You agree that upon request by us you will do everything necessary to effect such transfer. You also agree that the Conditions will apply to any new Linked Cash Account or Nominated Account.
4. **Trading – Use of Service**
- 4.1 We may communicate with you via any method of Electronic Communication. However, you may only instruct us to buy or sell Financial Products or send other instructions by the method and format notified to you from time to time and we shall rely and act upon those instructions. We will not be responsible for any changes to your instructions unless sufficient notice has been given prior to the execution of your original instructions. We will be deemed to have received your Electronic Communication at the time we have actual notice of the communication. We will use our best endeavours to execute your instructions but we do not guarantee that your instructions will be wholly or partially executed or will be executed by a certain time.
- 4.2 You acknowledge that we may, at our discretion, use Straight Through Processing to process your orders, provided that:
- (1) the order satisfies order validation rules (filters) established by us, which rules may, at our discretion, change from time to time without notification to you. We are not required to inform you as to what these validation rules (filters) are;
 - (2) the order satisfies the ASX Market Rules or Other Exchanges Operating Rules, with regard to time, price and volume characteristics or other characteristics as specified by ASX or Other Exchanges from time to time regarding orders that may be executed by us;
 - (3) that Straight Through Processing may not always be available and it may therefore be necessary for us to execute your orders manually which may involve some delay in the execution of orders placed by you;
 - (4) Straight Through Processing is only available for Financial Products with a normal status (that is not suspended or in trading halt);
 - (5) at market orders can only be accepted during market hours (10:00 am to 4:00pm Australian Eastern Time); and
 - (6) you acknowledge that we reserve the right to terminate your access to Straight Through Processing at any time in our sole and absolute discretion.
- 4.3 You acknowledge that:
- (1) if there is a disruption in trading in a particular Financial Product or the market generally, or the ITS system fails, Straight Through Processing transmission may be disrupted;
 - (2) use of Straight Through Processing or manual order execution may involve the matching of your order with the order of another client, which will entitle us to commission on both sides of the transaction;
 - (3) if we deal as principal and use Straight Through Processing or execute your orders manually, your orders may match opposite orders in the market on our behalf as principal and we shall be entitled to charge you brokerage where we act as principal on behalf of an associate or a related body corporate;
- (4) if your order does not satisfy the validation rules (filters) or it is received outside normal trading hours your order may be rejected outright or may be subject to manual review by a Designated Trading Representative (“DTR”). In some cases the DTR has the authority to not place the order into the market until you are contacted so as to confirm the order. We will not be liable for any loss caused to you as a result of delay in executing your order or not executing your order at all;
 - (5) once your instructions to buy and sell have been processed, the time at which your instructions are executed and your trade occurs will depend on ITS matching your order with a corresponding order or orders;
 - (6) we are not responsible for any Losses you incur if any inadvertent duplicate trading instruction is given by you and executed by us;
 - (7) you acknowledge that we, as an ASX Trading Participant, must ensure the conduct of an orderly market and prevent manipulative trading, including insider trading, false trading, market rigging and suspect transactions and therefore in utilising Straight Through Processing you understand that your orders may be scrutinised by both our filters and a DTR. You also acknowledge and agree that we reserve the right to decline to act on your behalf, or accept your instructions or process any orders placed via Straight Through Processing where in our opinion your instructions breach or may breach any law or statutory or other regulatory requirements (including without limitation the ASX Market Rules); and
 - (8) the time periods in which the market operated by ASX is open for trading and the characteristics of orders that the ASX will allow to be entered during any particular period that the market is open for trading (or closed) is set out on the ASX website and should familiarise yourself with this information. We will not be liable for any loss caused to you as a result of ASX not accepting the entry in the market of an order placed by you.
- 4.4 We may at any time and at our sole and absolute discretion refuse your instructions to purchase, sell, amend or cancel any order for Financial Products on your behalf. We may generally prohibit or restrict your ability to trade Financial Products, access information or utilise portfolio tools under the Service without providing any advance notice. We accept no liability for any Losses incurred by you arising directly or indirectly as a result of our declining your instructions or restricting your access to the Service.
- 4.5 You acknowledge that your order will be executed at the price available on the ASX or Other Exchange (subject to any limit imposed by you) which may be different from the price at which the Financial Products is trading when your order was made. Your orders may be subject to manual review and entry, which may cause delays in their processing.
- 4.6 If you are constituted by more than one person, then we may act upon the instructions of any one of those persons.
- 4.7 All dealings in Financial Products on your behalf are subject to the Corporations Act, the ASX Market Rules, directions, decisions, requirements of ASX, the ACH Clearing Rules, the ASTC Settlement Rules, the customs and usage of the market and are subject to the correction of errors and omissions.
- 4.8 You acknowledge that the ASX has the power under ASX Market Rule 15.8 to cancel or amend, or to require us to cancel or amend, market transactions or crossings and we will take whatever action is required by ASX whether or not you consent.
- 4.9 Where we are obliged by law or otherwise to provide you with

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information that is not specific to you, and you have provided us an email address, you agree that we may satisfy that obligation by posting that information or a link to it on our website, or by emailing that information or a link to it to you at that address.

- 4.10 When you trade you will ensure that your email address is current at all times and capable of receiving confirmations. You will notify us of any changes to your email address.

Where a confirmation is not delivered, you consent to receipt of the confirmation and any future confirmations by mail and agree to pay the relevant costs until you notify us of your current effective email address. You agree to pay these costs pursuant to clause 3 of the conditions.

- 4.11 You acknowledge that your orders may be purged from the market subject to the Rules, procedures, customs, usages and practices of the ASX (and Other Exchanges as applicable) without notice to you. You further acknowledge that we are not obliged to notify you of any orders which are purged from the market although we will make reasonable endeavours to notify you of any relevant purges. We are not however, liable for any loss suffered by you if you do not receive notification in this regard. An order that is cancelled or purged by ASX (or any Other Exchange as applicable) will not be reinstated by us without instructions from you.

- 4.12 You acknowledge that if you have a Loan Account, we may be required to seek the Margin Lender's approval before executing your instructions and that this may delay the execution of your instructions.

5. Payment or Settlement

- 5.1 You must pay for all purchases using the Service including all associated brokerage, taxes, costs, charges or commissions that are notified to you from time to time, and make good delivery of Financial Products in respect of sales including all associated brokerage, taxes, costs, charges or commissions that are notified to you from time to time, to enable us to settle by the due settlement date. You acknowledge that the associated brokerage, taxes, costs, charges or commissions in respect of purchases or sales or any other activity undertaken by us on your behalf may be altered from time to time and you will be required to pay the altered brokerage, taxes, costs, charges or commissions to us as at the date the alteration comes into force.
- 5.2 If by the settlement date shown on any confirmation or with respect to any amounts that are otherwise payable to us, we have not received all amounts due or received good delivery of Financial Products sufficient to settle the relevant transaction and a demand for payment or settlement has been made, then you authorise us to sell or buy back on your behalf and at your risk and expense (including without limitation all commission, fees, charges and taxes and any other costs) any Financial Products that are the subject of the confirmation or any Financial Products that are outstanding in your Trading Account or any of your Financial Products in our control or possession and apply the proceeds in reduction of your liability and you irrevocably authorise us and each of our directors and employees as your attorney to give instructions accordingly. You also agree to pay any fail fees arising from the failure to settle.
- 5.3 Where a confirmation for the purchase of Financial Products remains unpaid after we have requested you to pay for the Financial Products you irrevocably authorise us to deduct all amounts owed by you from any credits, payments and other receipts from your Linked Cash Account, from your Trading Account or from your Nominated Account as required for settlements or otherwise required by the ASX or Other Exchange.
- 5.4 Where a contract for the sale of Financial Products is entered into on your behalf and we receive on your behalf proceeds of sale, we shall,

subject to paragraph 5.5 below and after deduction of all relevant brokerage, taxes, costs, charges or commissions, pay the net amount so determined to the Linked Cash Account or to your Nominated Account. If for any reason we cannot effect that payment, we shall hold those monies in our trust account, pending your further direction.

- 5.5 Where you have given to us various orders for the purchase or sale of Financial Products we shall be entitled to pay you a net amount determined upon settlement of those various orders. We may at anytime and at our sole and absolute discretion settle any trades or part of a trade either prior to or after the settlement date shown on the confirmation. Where we have orders from you for the purchase of Financial Products, we shall be entitled to retain any monies due to you for a reasonable period of time to meet that liability.

6. Electronic Communications

- 6.1 You must immediately report any apparent malfunction of our website, iPhone application or SMS Share Trading Service to us.
- 6.2 You will be responsible for verifying the accuracy of an Electronic Communication conducted over the Internet, iPhone application or by SMS, by reviewing the order confirmation webpage appearing immediately following your order or reviewing the SMS confirmation message. You must immediately correct a confirmation that shows incorrect or garbled information or any malfunction.
- 6.3 We shall be entitled to rely on and you agree that you are bound by any Electronic Communication which includes your Security Identifications without any inquiry on our part as to the authority or identity of the purported sender of that Electronic Communication.
- 6.4 You agree not to contest the validity or enforceability of Electronic Communications between you and us in any legal proceedings between the parties. In the event of a dispute, the transaction log of all instructions received from you will be conclusive evidence of the communications contained in them.
- 6.5 You consent to the receipt of confirmations by electronic means including by email or by accessing a standing confirmation facility to obtain or view your confirmations. With respect to the standing facility you will be sent an e-mail or other form of electronic message each time there is activity on your Account. If you do not wish to use the standing confirmation facility, you must advise us. If you wish to receive your confirmations in paper form, you must notify us in writing. You acknowledge that each confirmation is subject to the Rules, directions, decisions, requirements of ASX and the ACH Clearing Rules and where relevant, the ASTC Settlement Rules, the customs and usage of the market, and subject to the correction of errors and omissions.

7. Security

- 7.1 You must not disclose or share your Security Identifications with anyone, unless disclosure is reasonably required in the circumstances. You are totally responsible for the use of any Security Identifications and for retaining its security.
- 7.2 We make no representation or warranty as to the security of data stored on either our web server or on the web servers of parties engaged by us to provide all or part of the Service.
- 7.3 Upon becoming aware of a breach of security, you must immediately notify us and suspend the use of all Electronic Communications until we are satisfied that appropriate steps have been taken to ensure the security of Electronic Communications with you.

8. Computer Facilities

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- 8.1 You acknowledge that the Service may malfunction or become temporarily unavailable due to computer malfunction or network congestion. We will have in place reasonable procedures to avoid unintended interruption of the Service.
- 8.2 We will have the right to suspend the Service at any time to perform certain administrative tasks and scheduled maintenance and if, in our opinion, some serious threat is posed to any part of the system supporting the Service.
- 8.3 We will have the right, in our sole discretion, to immediately suspend or terminate your access to and use of the Service if you:
- (1) use or in our reasonable opinion appear to use the Service in a manner reasonably deemed inappropriate or unreasonable by us;
 - (2) deliberately or recklessly disrupt the Service, cause congestion or impede others from using the Service, or attempt to do so;
 - (3) use your Internet access to menace, create a nuisance or harass others or attempt to do so;
 - (4) make any denial-of-service attacks on us or any other users or networks relating to us or attempt to do so;
 - (5) use your Internet access to unlawfully obtain access to networks used or operated by us or attempt to do so; or
 - (6) provide us with personal details, including (without limitation) name, address, bank account, email address and phone number, which we consider, in our reasonable opinion, not to be bona fide.
9. **Execution Only Service**
- 9.1 You acknowledge that:
- (1) the Service is an execution-only service and material available to you from the Service does not and is not intended to constitute general or personal financial product advice and, where the information relates to Financial Products and is provided by third parties, is subject to clause 12;
 - (2) we will not provide you with any legal, tax, financial or accounting advice, or advice regarding the suitability or profitability of any Financial Products or investment and we do not know your current financial situation, investment objectives or particular needs. Our employees, contractors or agents are not authorised to give any such advice or recommendation and you warrant that you will not solicit or rely upon any such advice or recommendation from us or from any of our employees, contractors or agents;
 - (3) it is your responsibility to obtain investment advice before making any investment decisions relying on the information provided from the Service; and
 - (4) to the extent permitted by law we will have no liability (including for any negligence) with respect to the transactions (including any diminution in value) in or for your Trading Account.
10. **Your General Representations and Warranties**
- 10.1 Each time you use the service, you warrant and represent:
- (1) that you will rely upon your own skill and judgment (or that of your independent financial adviser) when placing any order with us to buy or sell Financial Products on your behalf and assume full responsibility for those decisions;
 - (2) that each trade that you will conduct using the Service is lawful and you will at all times meet all commitments on your part arising from transactions under these Conditions;
 - (3) that you are not a person with whom we are not lawfully entitled to deal pursuant to any statute, law or rule or regulation in or outside Australia including, without limitation, an employee, consultant or director of another ASX Participant;
- (4) that you will comply with the Conditions, the ASX Operating Rules, Business Rules and the rules of Other Exchanges (where applicable) and the Corporations Act when using the Service;
 - (5) that you are not subject to a bankruptcy and are not an insolvent under administration;
 - (6) that you have the financial resources to settle the transactions you enter;
 - (7) that any person who provides information to us on your behalf or who takes any steps to open a Trading Account on your behalf is authorised to do so;
 - (8) you have read and understood all documentation provided to you by us and acknowledge that the terms set out on our website will also apply; and
 - (9) where you or your authorised representative provide us with your Tax File Number(s), these numbers may be passed on to the provider of the Linked Cash Account (if any) and share registries with whom you hold Financial Products.
11. **Confirmations and Account Statements**
- 11.1 You must review upon receipt all confirmations of transactions and all statements in relation to your Trading Account. Confirmations and all such information received by you shall be binding upon you unless you object immediately either in writing or by Electronic Communication.
- 11.2 Any notice, request, demand or other communication may be made personally, by Electronic Communication or by prepaid letter to you at your last notified address or number, as the case may be, and the notice, request, demand or other communication shall be deemed to have been received by you if made personally when made, by Electronic Communication following transmittal by whatever means, if by prepaid letter on the business day following transmittal or posting as the case may be.
12. **Anti-Terrorism/Money Laundering**
- You acknowledge that:
- 12.1 We are subject to various anti-money laundering and counter-terrorism financing laws (“**AML/CTF Laws**”) which may prohibit us from offering services or entering into or conducting transactions on your behalf. In particular, we are not required to take any action or perform any obligation on your behalf if we are not satisfied as to your identity or where we believe that by doing so we may breach the AML/CTF Laws.
- 12.2 The AML/CTF Laws include prohibitions against any person dealing with the proceeds of or assets used in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to any person or entity involved (or suspected of involvement) in terrorism or any terrorist act.
- 12.3 We, or any of our agents, may delay, block or refuse to make any payment or to provide any service or otherwise decline to follow your instructions if we believe that to do so may breach any law in Australia or any other country, and will incur no liability to you as a consequence.
- 12.4 You agree to provide all information and documents which are reasonably required to comply with any law in Australia or any other country, including any AML/CTF Laws. We may disclose such information and documents or information about transactions you conduct or seek to conduct with us, if required to do so by any law in Australia or any other country.
- 12.5 You represent and warrant to us that the payment of monies by you to

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- us or any instructions given by you to us will not breach any law in Australia or any other country.
- 12.6 You acknowledge that for the purposes of compliance with the AML/CTF Laws the Authorised Agent acts as our agent and that accordingly the Authorised Agent will provide information to us that it has collected from you with respect to the AML/CTF Laws.
13. **Information Providers**
- 13.1 You expressly acknowledge and understand that the Service includes information which is supplied by persons not controlled by us (each an "Information Provider").
- 13.2 You acknowledge that we have not verified any information provided by an Information Provider, do not exert any editorial control over such information and, in relation to that information, we are acting solely in the capacity of a carrier by conveying the information directly or indirectly from the Information Provider to you or on your behalf.
- 13.3 We do not guarantee the timeliness, sequence, accuracy or completeness of any information provided by an Information Provider and all material made available to you from the Service is principally of a purely factual nature and not suitable to be acted upon and is not intended to be personal or general financial product advice.
- 13.4 You shall use the information provided by the Service only for your own use. You must not on-sell any such information nor may you replicate, alter, commercialise, disclose or make available such information to any person without the express written consent of the Information Provider.
14. **Liability and Indemnity**
- 14.1 Subject to those provisions of the Trade Practices Act, and any other rights implied by law, which cannot be excluded by agreement between the parties:
- (1) we make no warranties, either express or implied, as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to the goods or services supplied under these Conditions and the Sponsorship Agreement (including the Service and the service provided to you by the Information Providers and Service Providers (as defined in Paragraph 16); and
 - (2) we exclude all liability in contract, tort (including negligence) or otherwise relating to or resulting from use of the Service and for any Loss incurred by you directly or indirectly including without limitation as a result of or arising out of:
 - (i) any inaccuracy, error or delay in or omission from any information provided to you under the Conditions and the Sponsorship Agreement (including the Service and the service provided to you by the Information Providers and Service Providers);
 - (ii) any delays, failures or inaccuracies in the transmission of the Service to you or the service provided by Information Providers and Service Providers, transmission of your orders or instructions, confirmations, or any other communications;
 - (iii) any loss or liability arising from the acts or omissions of third parties, such as your computer systems, ISPs, Information Providers and Service Providers;
 - (iv) any unauthorised use of your Security Identifications;
 - (v) any theft, alteration, addition or loss of data by third parties;
 - (vi) any interception by a third party of any Electronic Communication from us to you; or
- (vii) any disclosure by us of trading activity on your account to a person you have appointed as an Authorised Agent.
- 14.2 Except where to do so would contravene any law or make any part of this clause void or unenforceable, in no event shall we be liable for any indirect, special or consequential loss or damage (including, without limitation, loss of profits or revenues) whether arising in contract, tort (including negligence) or otherwise resulting from use of the Service supplied under these Conditions or the Sponsorship Agreement.
- 14.3 Our liability shall in any event be limited to the re-supply of the Service.
- 14.4 You will indemnify us and all of our officers, employees, agents, related parties and associates against any Loss incurred by them as a result of your use of the Service, us relying upon and acting in accordance with any instruction provided by you (whether by Electronic Communication or otherwise), your failure to settle any transaction by the due date or any failure by you to strictly comply with these Conditions or the Sponsorship Agreement.
15. **Commission Disclosure**
- You acknowledge that we may receive commissions from issuers of Financial Products, suppliers of information services, banking services and clearing services in respect of the Service provided to you from time to time and that we are entitled to retain such commissions for our own benefit (and that we may pay commissions to person or entities who have referred you to us). You acknowledge that we may retain any interest earned on your money held in our trust accounts prior to it being paid to you or in accordance with your instructions.
16. **Information and Privacy Consent**
- 16.1 If we engage anyone (a "Service Provider") to do something on our behalf (for example, a mailing house, data processor or settlement agent) then you agree that we may exchange Personal Information (as defined by the Privacy Act) with the Service Provider.
- 16.2 We may disclose Personal Information to entities other than Service Providers where it is required or allowed by law or where you have otherwise consented. Entities that we may be required to disclose information to include any government, regulatory body or authority that is involved in the regulation of Financial Products trading and clearing.
- 16.3 You agree that Personal Information can be used by us and any Service Provider for establishing your Trading Account and Linked Cash Account, ongoing administration of your Trading Account, including for the purpose of effecting execution and settlement of your orders and providing the Service to you, planning, product development and research purposes.
- 16.4 You understand that you can access most Personal Information that we hold about you (sometimes there will be a reason why that is not possible, in which case you will be told why).
- 16.5 You understand that if you fail to provide any information requested on your Application, or do not agree to any of the possible exchanges or uses of the Personal Information detailed above, your Application may not be accepted by us.
- 16.6 You agree that when your personal information changes you will promptly notify us in writing or Electronic Communication of your new details.
- 16.7 To find out what sort of personal information we have about you, or to make a request for access, please contact us.

THIRD PARTY PLATFORM PTY LTD ABN 74 121 227 905
Trading as Desktop Broker
AFSL 314341 A Participant of the ASX Group
TERMS AND CONDITIONS

16.8 You authorise the recording of any telephone conversations between us and you, with or without an audible tone device.

16.9 Where we terminate your access to the Service due to your failure to meet your financial obligations to us you consent to us passing your Personal Information to a credit reporting agency.

16.10 We may disclose your Personal Information to issuers of Financial Products that are CHESS registered with us to facilitate a related corporate action and you consent to the issuer or their agent paying us a processing fee.

16.11 With respect to the Linked Cash Account, you acknowledge that we will have access to information regarding the operation of this account including any account balance and you authorise us to display any of these details together with your Trading Account balance when you use our online services.

17. Variation and Termination

17.1 We may vary the Conditions (including deleting, altering or adding a new provision) at any time. If we do vary the Conditions, we will give you 7 days prior notice, which notice will be either posted on our website, sent to your email address posted to your nominated address or advised to you by some other means (the mode of notification will be at our sole discretion). By placing an order with us after the notice period (or doing any other act that is specified in the notification given to you), you confirm your acceptance of the Conditions as varied.

17.2 We may make a variation without any notice where such variation is necessary to restore or maintain the security of our systems or any Trading Accounts.

17.3 We may terminate your access to the Service or your Trading Account effective immediately if you have breached any of the Conditions. Irrespective of this, we reserve the right to terminate your access to the Service or your Trading Account at any time and in our absolute discretion and for that termination to take effect immediately. Instructions you give after any such termination will be diverted to an operator and may be refused. We accept no liability for any Losses incurred by you arising directly or indirectly as a result of any such termination.

17.4 You may terminate this agreement by giving not less than 7 days notice in writing to us, subject to all outstanding obligations under the Conditions and any relevant Financial Products dealings being duly discharged.

17.5 Termination will not affect any rights or obligations accrued prior to

termination.

18 GST

18.1 Notwithstanding any other provision of these Conditions:

- (1) if GST has application to any supply made by us under or in connection with these Conditions we may, in addition to any consideration payable under these Conditions recover from you an additional amount on account of GST, such amount to be calculated by multiplying the relevant amount or consideration payable by you for the relevant supply by the prevailing GST rate; and/or
- (2) without limiting clause 17.1(1), if we are not entitled to an input tax credit in respect to the amount of any GST charged to or recovered from us by any person, or payable by us, or in respect of any amount which is recovered from us by way of reimbursement of GST referable to any supply made under or in connection with these Conditions, we will be entitled to increase any amount or consideration payable by you on account of such input tax and recover from you the amount of any such increase.

18.2 Any additional amount on account of GST, or on account of an amount for which we are not entitled to an input tax credit, recoverable from you pursuant to clause 16.1 is to be calculated without any deduction or set-off of any other amount and is payable by you upon demand by us whether such demand is by invoice or otherwise.

18.3 Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as in that Act.

19 Successors

The Conditions shall be binding upon your heirs, executors, administrators, personal representatives and assigns. The Conditions shall inure to the benefit of us and our successors, assigns and agents. We may assign our rights and duties under the Conditions to any person without giving prior notice to you. You may not assign your rights and duties under these Conditions without our prior written consent.

20 Force Majeure

Neither party is liable to the other for any Loss suffered by the other party due to a force majeure event.

21 Applicable Law

These Terms and Conditions are subject to the laws of New South Wales and the parties agree to submit to the non exclusive jurisdiction of the Courts of New South Wales.