



MACQUARIE

# Macquarie Online Trading

## Terms and conditions

**Provided by Third Party Platform Pty Ltd (ABN 74 121 227 905)  
AFSL No. 314341 Participant of the ASX Group**



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Macquarie Online Trading is a service provided by Third Party Platform Pty Ltd (“TPP”) ABN 74 121 227 905 AFSL No. 314341, at the request of Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502 (“MBL”). TPP is a Participant of the ASX Group. Neither TPP nor MBL are representatives of each other. Some of the fees paid to TPP for the provision of its services may be remitted to MBL. TPP and MBL do not provide personal financial advice in relation to Macquarie Online Trading. You should consider your own financial situation, particular needs and investment objectives before acting on any of the information available on this website.

These terms and conditions relate to your Financial Products Trading Account with TPP. These terms and conditions are between you and TPP. Terms and conditions between you and the provider of the Linked Cash Account, Loan Facility or relating to Financial Products not directly traded through us will be separately documented. Please read this document carefully and retain it for future reference.

In consideration of TPP becoming your sponsoring broker in relation to Financial Products or accepting your instructions to trade or transact in Financial Products (as applicable) you agree to be bound by these terms and conditions, as amended from time to time.

This agreement comprises a number of parts:  
Part A. General Terms and Conditions  
Part B. Conditional Orders Terms and Conditions  
Part C. Best Execution Disclosure  
Part D. Participant Sponsorship Agreement  
Part E. Privacy Policy

# A. GENERAL TERMS AND CONDITIONS

## 1. Definitions and interpretation

1.1 In these terms and conditions:

- (1) **Anti-Money Laundering Rules** means the provisions of the Anti-Money Laundering and Counter-Terrorism Financing Act (2006) and the Anti-Money Laundering and Counter-Terrorism Financing Rules as amended from time to time and the procedures, directions, decisions, requirements, customs, usages and practices of the Australian Transaction Reports and Analysis Centre.
- (2) **Application** means an offer by you to open a Trading Account and access the Service on the Conditions.
- (3) **ASIC** means the Australian Securities and Investments Commission.
- (4) **ASIC Rules** means the ASIC Market Integrity Rules (ASX Market) 2010 as amended from time to time and the, procedures, directions, decisions, requirements, customs, usages and practices of ASIC.
- (5) **ASX** means ASX Limited (ABN 98 008 624 691) that operates the Australian Securities Exchange.
- (6) **ASX Clear** means ASX Clear Pty Ltd (ABN 48 001 314 503).
- (7) **ASX Clear Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Clear as amended from time to time.
- (8) **ASX Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX as amended from time to time.
- (9) **ASX Settlement** means ASX Settlement Pty Ltd (ABN 49 008 504 532).
- (10) **ASX Settlement Rules** means the operating rules, procedures, directions, decisions, requirements, customs, usages and practices of ASX Settlement as amended from time to time.
- (11) **ASX Trade** means the trading platform operated by ASX and its subsidiaries.
- (12) **Authorised Agent** means any person or entity who has authority to give us instructions on your behalf.
- (13) **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.
- (14) **CHESS** means the Clearing House Electronic Sub-register system operated by ASX Settlement.
- (15) **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 recognise you as the holder and in respect of which we will become the Participant under the Sponsorship Agreement.
- (16) **Cleared Funds** means funds, as calculated by us and taking into account the available balance in the Linked Cash Account and any requests for withdrawal of funds, that are 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).
- (17) **Conditions** means the terms and conditions set out in these terms and conditions as amended from time to time.
- (18) **Corporations Act** means the Corporations Act 2001 (Cth) and any regulations made under it as amended and in force from time to time.
- (19) **Covered Short Sale** means the sale of Financial Products where, at the time that you place a sell order, you have entered into a securities lending arrangement with respect to the delivery of the Financial Products that are the subject of that sell order.
- (20) **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).
- (21) **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.

- (22) **Linked Cash Account** means the account (as specified by us from time to time) that you must open in order for us to open a Trading Account on your behalf.
- (23) **Loan Account** means the account that is established by the Margin Lender in your name, recording all drawings and payments under its Loan Facility with you. The Loan Account is not the Trading Account or the Linked Cash Account.
- (24) **Loan Facility** means your margin loan facility integrated with Macquarie Online Trading that is used to buy certain Financial Products, the terms of which are set out in your margin loan agreement with the Margin Lender.
- (25) **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).
- (26) **Macquarie** means Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502.
- (27) **Margin Financial Products** means Financial Products which are or are intended to be part of your loan portfolio with the Margin Lender.
- (28) **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.
- (29) **mFund Product** means an approved financial product that is admitted under the ASX Rules, and is a Managed Fund Product (as defined in the ASX Rules) which meets the requirements of the ASX Rules.
- (30) **Nominated Account** means the Linked Cash Account, which has been established in the name of your Trading Account.
- (31) **Other Exchange** means any stock exchange or clearing house other than the ASX and or ASX Settlement, 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.
- (32) **Personal Property Securities Act** means the Personal Property Securities Act 2009.
- (33) **Security Identifications** mean your Internet user identification, password, PIN and telephone identification which must be used to access some aspects of the Service via the Internet or telephone (as the case may be).
- (34) **Service** means the client trading, portfolio tools, information service and other related products and services provided by us.
- (35) **Sponsorship Agreement** means the Participant Sponsorship Agreement entered into between You and us.
- (36) **Straight Through Processing** means the processing of your order by a number of validation rules without necessarily involving manual intervention or review.
- (37) **Trading Account** means your account with us that you use to trade or transact in Financial Products.
- (38) **You or your** means each person or entity who makes an application and their Authorised Agents.
- (39) **We, us or our** means Third Party Platform Pty Ltd (“TPP”).
- 1.2 Unless the context requires otherwise:
- (1) words defined in the Corporations Act, ASIC Rules, ASX Rules, ASX Clear Rules, ASX Settlement Rules or any Other Exchange rules, have the same meaning in these Conditions; and
- (2) a reference to a “trade” or “transaction” (or a derivation of either of these) is taken to include settlement instructions to apply for or to redeem mFund products.
- 2. Opening a Trading Account and our right to close Your Trading Account**
- 2.1 You may apply for a Trading Account after you have established a Linked Cash Account and 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 for you, 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 where applicable 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 acknowledge that if more than one person constitutes your account then you are jointly and severally liable under these Conditions and we may act on the instructions of any of you.
- 2.6 You warrant that if you are:
- (1) acting as a trustee, you have authority to enter into these Conditions (including where applicable, the Participant Sponsorship Agreement) both personally and as 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.
- 2.7 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.
- 2.8 Acting reasonably and in good faith and so as to manage our level of risk associated with your trading 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.
- 2.9 Acting reasonably and in good faith and in relation to compliance with a regulatory requirement or in relation to the management of our level of risk associated with your trading we may close your Trading Account at any time, for any reason and without prior notice, subject to all outstanding obligations being fully discharged. Acting reasonably and in good faith and in relation to compliance with a regulatory requirement or in relation to the management of our level of risk associated with your trading 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.
- 2.10 Without limiting clause 2.9 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.
- 2.11 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 or other services provided by us.
- 3. Linked Cash Account, Nominated Account and order execution and settlement procedures**
- 3.1 You acknowledge that we will only open a Trading Account on your behalf if you have an existing Linked Cash Account or agree to open a Linked Cash Account.
- 3.2 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.
- 3.3 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 or the Trading 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 the 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.
- 3.4 Where a Trading Account is opened by us solely in relation to a Loan Facility, some of these Conditions in relation to the Linked Cash Account will not apply to the operation of the Trading Account on your behalf. We will not be liable for any loss suffered by you as a result of the default of the Margin Lender or any other financial institution or service provider in relation to or in connection with any transactions in respect of the Trading Account or your Loan Account.
- 3.5 You acknowledge that where you place a withdrawal request or 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.

- 3.6 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 and remit such amounts to us).
- 3.7 You agree to indemnify us and we shall be entitled to be indemnified from the Linked Cash Account and the Trading 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.
- 3.8 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 in discharge of any liability arising under the Conditions and may instruct that funds be transferred from the Linked Cash 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.
- Important: You further irrevocably authorise and direct us to pay to your adviser, if applicable, a portion of the brokerage you pay us in relation to any financial product advice provided by the adviser with regard to transactions and other services provided by Macquarie Online Trading to you. Further details of any brokerage rebate payment can be found in our Financial Services Guide. Your adviser will typically confirm these amounts if applicable to you in documents they provide you which may include a Statement of Advice, Record of Advice, Fee Disclosure Statement or other similar documents.
- 3.9 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.
- 3.10 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 any interest or which at any time are in our possession or control shall, subject to the ASIC Rules, ASX Rules, ASX Clear Rules and ASX 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. To the extent that any provision in this Agreement is in breach of regulation 13.14 of the Superannuation (Supervision) Regulations 1994, that provision will not apply between the parties to this Agreement.
- 3.11 You agree that we or MBL may, from time to time, require you to open a new Linked Cash 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. 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.
- #### 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 only at the time we have actual notice of the communication. We will use our reasonable endeavors 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 will not place an order for the sale or purchase of Financial Products where the beneficial ownership in those Financial Products would not clearly change if the order was executed. Furthermore we are not obliged to accept instructions or orders and may decline to act on your behalf where we believe the order may not involve a change of beneficial ownership.
- 4.3 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 ASIC Rules, ASX Rules or Other Exchanges operating rules, with regard to time, price and volume characteristics or other characteristics as specified by ASIC, the Corporations Act, 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 Standard Time); and
- (6) you acknowledge that, acting reasonably and in good faith and in relation to ongoing compliance by us with a regulatory requirement, we reserve the right to terminate your access to Straight Through Processing at any time in our sole and absolute discretion.

#### 4.4 You acknowledge that:

- (1) if there is a disruption in trading in a particular Financial Product or the market generally, or the ASX Trade 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 ASX Trade 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 Market Participant and a holder of an Australian Financial Services Licence, 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 by you including via Straight Through Processing where in our reasonable opinion your instructions breach or may breach any law or statutory or other regulatory requirements (including without limitation the ASIC Rules, Corporations Act, and ASX Rules);
- (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) are set out on the ASX website and you 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.

- 4.5 Acting reasonably and in good faith we may in relation to our ongoing compliance with a regulatory requirement or in relation to the management of our financial or reputational risk at any time refuse your instructions to purchase, sell, amend or cancel any order for Financial Products on your behalf. Additionally, 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.

- 4.6 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 are trading when your order was placed. Your orders may be subject to manual review and entry, which may cause delays in their processing.
- 4.7 If you are constituted by more than one person, then we may act upon the instructions of any one of those persons.
- 4.8 You acknowledge that all dealings in Financial Products on your behalf are subject to the ASIC Rules, the Corporations Act, the ASX Rules, the ASX Clear Rules, the ASX Settlement Rules, the Anti-Money Laundering Rules, the customs and usage of the market and are subject to the correction of errors and omissions.
- 4.9 You acknowledge that the ASX has the power under ASX Rule 3200 to cancel or amend, or to require us to cancel or amend, orders, market transactions or crossings and we will take whatever action is required by ASX whether or not you consent. Where ASX exercises these powers you release us from any right you may have to make any claim for Loss incurred or suffered which may arise from the actions of the ASX.
- 4.10 You acknowledge that we may request, agree to or effect cancellation of any orders or ASX transaction for any reason without Your consent where, acting reasonably and in good faith, we believe cancellation is appropriate having regard to our obligations under the ASIC Rules, Corporations Act, ASX Rules, ASX Clear Rules and ASX Settlement Rules.
- 4.11 Where we are obliged by law or otherwise to provide you with 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.
- 4.12 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.

- 4.13 You acknowledge that your orders may be purged from the market subject to the ASX 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.
- 4.14 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 or from your Trading 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 clause 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. 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 any time 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.
- 5.6 In addition to any of the rights conferred upon us by these terms or conditions and the ASX Rules, the ASX Clear, Rules, the ASX Settlement Rules, ASIC Rules, the Corporations Act and the Rules of any Other Exchange, in the event that you fail to settle you authorise us and each of our directors, officers and managers as your attorney to give any instructions on your behalf which we or any such attorney deems fit in their absolute discretion in respect of your Financial Products.

## 6. Electronic Communications

- 6.1 You must immediately report any apparent malfunction of which you become aware or experience in relation to our website, mobile device trading application or any other aspects of the Service to us.

- 6.2 You will be responsible for verifying the accuracy of an Electronic Communication conducted over the Internet, mobile device application or by other means, by reviewing the order confirmation or other relevant communication or interaction immediately following your order. 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 directions, decisions and requirement of ASX, the ASIC Rules, the ASX Rules, the ASX Clear Rules and where relevant the ASX Settlement Rules, the customs and usages of ASX and 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 absolutely 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

- 8.1 You acknowledge that the Service may malfunction or become temporarily unavailable due to a computer malfunction or network congestion or for some other reason. We have in place reasonable procedures to avoid unintended interruption of the Service but we do not guarantee that the Service will be available at all times. We will not be liable to you for any Loss suffered by you as a result of such an event.
- 8.2 We will have the right to suspend the Service at any time to perform required administrative tasks and/or scheduled maintenance or otherwise where, in our opinion, an issue has arisen that poses a threat to the continuing proper operation of any part of the system that supports 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 personal financial product advice and, where the information relates to Financial Products and is provided by third parties, is subject to clause 13;

- (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;
  - (4) that you will comply with the Conditions, the ASIC Rules, ASX Rules, ASX Clear Rules, ASX Settlement Rules and the rules of Other Exchanges (where applicable) and the Corporations Act when using the Service;
  - (5) that you are not a minor, 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 into via the Service;
  - (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 other terms and conditions that are set out on our website will also apply to you; and
- (9) where you provide us with your Tax File Numbers, these numbers may be passed on by us to the provider of the Linked Cash Account and to the issuers of Financial Products purchased by you and/or their agents.

## 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, within 2 business days upon receipt, you inform us either in writing or by Electronic Communication of the fact that there is a discrepancy in the information that has been provided to you.
- 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, 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 upon actual receipt and if made by prepaid letter on the business day following posting. Communications made via our website shall be deemed to have been received at the time the relevant communication is placed on our website.

## 12. Information Providers

- 12.1 You acknowledge and understand that the Service involves the dissemination of information which is supplied by persons not controlled by us (each an Information Provider).
- 12.2 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.
- 12.3 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.

- 12.4 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.

## 13. Liability and indemnity

- 13.1 Subject to those provisions of the Competition and Consumer Act and the Australian Securities and Investments Commission 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 the Conditions (including where applicable, the Sponsorship Agreement) including the Service and the service provided to you by the Information Providers (as defined in paragraph 12) and any other service providers; 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 any other service providers);
    - (ii) any delays, failures or inaccuracies in the transmission of the Service to you or the service provided by Information Providers and any other 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 persons associated with the maintenance of 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 in the Application.
- 13.2 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 (including where applicable, the Participant Sponsorship Agreement).
- 13.3 Our liability shall in any event be limited to the re-supply of the Service.
- 13.4 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 (including where applicable, the Sponsorship Agreement).

#### 14. 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. 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.

You further acknowledge that we will rebate a portion of the brokerage and other fees paid by you to MBL.

#### 15. Information and privacy consent

15.1 If we engage anyone (a service provider) to do something on our behalf (for example, a mailing house, data processor or settlement agent or an agent with respect to our compliance with the Anti-Money Laundering Rules) then you agree that we may exchange Personal Information (as defined by the Privacy Act) with the Service Provider.

- 15.2 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, clearing, settling and transacting in Financial Products.
- 15.3 You agree that Personal Information can be used by us and any service provider for establishing your Trading Account and Linked Cash Account including compliance by us with the Anti-Money Laundering Rules, ongoing administration of your Trading Account, for the purpose of effecting execution and settlement of your orders and providing the Service to you and for planning, product development and research purposes.
- 15.4 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).
- 15.5 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.
- 15.6 You agree that when your personal information changes you will promptly notify us in writing or by Electronic Communication of your new details.
- 15.7 To find out what sort of personal information we have about you, or to make a request for access, please contact us.
- 15.8 You authorise the recording of any telephone conversations between us and you, with or without an audible tone device.
- 15.9 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.
- 15.10 We may disclose your Personal Information to issuers of Financial Products or their agents 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.
- 15.11 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.



## 16. Anti-Money Laundering and Counter Terrorism Financing

16.1 You acknowledge that:

- (1) We are subject to the Anti-Money Laundering Rules 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 Anti-Money Laundering Rules.
- (2) The Anti-Money Laundering Rules 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.

16.2 You agree:

- (1) 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.
- (2) We may provide all information and documents (including to our Service Providers) which are reasonably required to comply with any law in Australia or any other country, including the Anti-Money Laundering Rules. 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.
- (3) You represent and warrant to us that the payment of monies by you to us or any instructions given by you to us will not breach any law in Australia or any other country.
- (4) You acknowledge that for the purposes of compliance with the Anti-Money Laundering Rules that any service provider acts as our agent and that accordingly the service provider will provide information to us that it has collected from you with respect to the Anti-Money Laundering Rules.

## 17. Variations 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 or 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 has expired (or doing any other act that is specified in the notification given to you) whether or not you had actual receipt of the notice, you agree to be bound by 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 or to comply with a regulatory requirement.

17.3 Acting reasonably and in good faith we may terminate your access to the Service or to your Trading Account effective immediately if, in our reasonable opinion, you have breached any of the Conditions and the breach may cause us, in our reasonable opinion, to contravene a regulatory requirement or may otherwise expose us to an unacceptable level of financial or reputational risk. 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 where acting reasonably and in good faith we form the view that continuing to allow you to have access to the Service or to your Trading Account poses a risk that we may contravene a regulatory requirement or that an unacceptable level of reputational or financial risk exists. Instructions you give after any such termination will be diverted to a customer service officer 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 being fully 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 18.1(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 this clause 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.

## 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. Providing such assignment could not reasonably cause you a detriment we may assign our rights and duties under the Conditions to any person without giving prior notice to you. Otherwise we may assign our rights and duties under the Conditions to any person having given you reasonable prior notice of our intention to do and giving you the option of terminating your relationship with us. You may not assign your rights and duties under these Conditions without our prior written consent, such consent to not be withheld unreasonably.

## 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 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.

## 22. Payments of dividends

- 22.1 You may request us to arrange for dividends or other payments that you are entitled to receive from the issuers of ASX traded financial products to be paid into your Linked Cash Account.
- 22.2 You acknowledge that this facility may not be available with respect to all ASX traded financial products with respect to which you are the registered holder.
- 22.3 Where this facility is requested, you authorise us to pass information with respect to your Linked Cash Account to the issuers of financial products with respect to which you are the registered holder and/or their agents.
- 22.4 You acknowledge that where this facility is set up all payments that derive from each share registry that allows this facility to be put in place will be paid to your Linked Cash Account and that payments that had previously been made by a relevant share registry to other bank accounts controlled by you will no longer be made.

## 23. Transactions not settled or secured by cash

- 23.1 Where, at any time either before or after these terms and conditions take effect:
  - (1) we enter into a Financial Products transaction on your behalf, which is not settled or secured by cash, but which is secured in our favor by the deposit of equity securities as collateral by you; or
  - (2) we enter into a Financial Products transaction for and on the instructions of a third party, which is not settled or secured by cash, and you agree with the third party for your equity securities being used as collateral to secure to us the third parties' settlement of the Financial Products transaction.



23.2 You hereby charge in favour of us such collateral securities as security for the monies owing to us on the Financial Products transaction, and we may and are hereby so authorised by you to:

- (1) lodge such collateral equity securities with ASX Clear as collateral to secure the settlement of a Financial Products contract transacted by us for you or the third party, in which event any security interest of ASX Clear, with respect to such collateral equity securities, shall take priority over our charge until such equity securities are released by ASX Clear to us when the security interest of ASX Clear will cease;
- (2) refuse to comply with your instructions to withdraw such collateral equity securities and retain them up to a value of 120% of the amount of any outstanding settlement due to be made by you or the third party to us; and
- (3) on release of the aforementioned collateral equity securities by ASX Clear, as holder of a charge, sell such collateral equity securities and apply the proceeds of sale in reduction of the outstanding settlement obligations of you or the third party to us. We shall have the right to hold a Deed of Charge pursuant to these terms and conditions over the collateral equity securities to secure the settlement of any outstanding payment that may be due by you or the third party to us.

## **24. Securing settlement by a deed of charge over collateral equity securities**

Where at any time either before or after these trading terms and conditions take effect, we have accepted equity securities from you to be held as collateral to secure the settlement of a financial products transaction whether executed for you or for a third party which you have agreed to secure, we are entitled to request you to execute a Deed of Charge in favour of us and/or in favour of ASX Clear charging by way of security those equity securities, to secure all amounts owing or to become owing to us by you, or the third party in relation to the transaction to which the collateral relates, or in relation to any ASX Clear charge, those amounts and any amounts owing by us to ASX Clear on such transaction, on such terms as we stipulate, and you must execute such Deed or Deeds of Charge within 48 hours of the request to do so, failing which the you hereby appoint each of our directors severally as your duly appointed attorney to execute on your behalf such Deeds or Deeds of Charge, and to sign all further documents and do all things to cause them to be registered on the Personal Property Securities Register.

## **25. Confidentiality agreement**

For the purposes of s275 of the Personal Property Securities Act 2009 you and us hereby agree that neither you or us will disclose information of the kind mentioned in subsection 275(1) of that Act.

## B. CONDITIONAL ORDERS TERMS AND CONDITIONS

These terms and conditions apply to your Financial Products Trading Account with Third Party Platform Pty Ltd ("TPP") in relation to the provision of the conditional ordering facility. These terms and conditions are between you and TPP and must be read together with the general terms and conditions that apply to your TPP Trading Account. Please read this document carefully and retain it for future reference.

In consideration of TPP accepting your deposit of funds, becoming your sponsoring broker in relation to Financial Products, accepting your instructions to trade Financial Products or accepting your Conditional Order (and where applicable, becoming your sponsoring broker in relation to Financial Products) you agree to be bound by these terms and conditions, as amended from time to time.

### 1. Definitions and interpretation

- 1.1 Unless separately defined, words used in these terms and conditions have the same meaning as defined in the general terms and conditions that apply to your Trading Account.
- 1.2 In this Part B:
- (1) **Conditions** means the terms and conditions included in these conditional ordering terms and conditions and the general terms and conditions that apply to a TPP Trading Account, as amended from time to time.
  - (2) **Conditional Order** means an instruction to monitor a particular Financial Product in relation to a predefined list of Criteria such that where the Criteria is met an order in that Financial Product may be placed on the market.
  - (3) **Corporate Action** means an action taken by a public company that has a direct effect on the holdings of its shareholders. The most common example of a corporate action is the payment of a dividend.
  - (4) **Criteria** means a combination of data provided to TPP relating to a Financial Product, which may include the ASX code, price trigger type, start and finish times, minimum volumes, a quantity, Limit Price, volume and action to be taken with respect to that Financial Product.
  - (5) **Trigger** means the Criteria specified by you when a Conditional Order instruction is given to TPP, which, when satisfied, will create a Triggered Order to be sent to TPP for vetting. If your Triggered Order passes TPP's vetting process, the order may be placed on the market.
  - (6) **Triggered Order** means the order created as a result of the Criteria being met that is vetted by our systems before being placed into the market.

- 1.3 Unless the context requires otherwise, words defined in the Corporations Act, ASIC Rules, ASX Rules, ASX Clear Rules, ASX Settlement Rules or any Other Exchange rules, have the same meaning in these Conditions.

### 2. General

- 2.1 We may offer you the conditional ordering facility via the Service. In agreeing to these Conditions you acknowledge that you:
- (a) have read and understood all the information available via the Service relating to conditional ordering and the order entry system;
  - (b) understand the effect of and risks involved in with placing Conditional Orders and acknowledge that a Conditional Order may not become a Triggered Order in some situations;
  - (c) have read and understood the TPP Financial Services Guide prior to making any decision to place a Conditional Order;
  - (d) will not place a Conditional Order for the purpose of damaging the integrity of the market, manipulating the price and/or market for a Financial Product, market rigging, insider trading or for a purpose that otherwise, in any way, interferes with the conduct of an orderly market; and
  - (e) are aware that using Conditional Orders may involve different types of risk to the risks that are otherwise involved in trading in Financial Products. You are also aware that prices of Financial Products may change between the time a Conditional Order becomes a Triggered Order and the time that order is placed in the market.
- 2.2 All Conditional Orders placed via the Service are subject to the general terms and conditions that apply to your Trading Account.

### 3. Access

- 3.1 Conditional Orders may be placed via the Service.
- 3.2 Conditional Orders that become a Triggered Order during the ASX market closing phase will, subject to being vetted by our systems, be executed on the next trading day.
- 3.3 You may amend or cancel an open Conditional Order via the Service. If the Conditional Order has become a Triggered Order, you can amend the order via the Service prior to it being executed but you acknowledge that a Triggered Order may be executed very shortly after it becomes a Triggered Order.

- 3.4 A Conditional Order, if accepted by us, is valid for the period as specified when placed via our Service. Unless you specify another expiry type or date, the resulting Triggered Order will by default be a “good until cancelled” order type, until cancelled by you or purged as described in these Conditions.
- 3.5 Where the price entered for a Conditional Order instruction is equal to the last traded price of that Financial Product, another trade at the same price is required before the Conditional Order will become a Triggered Order.
- 3.6 All Conditional Orders must nominate a Limit Price. We will not accept an “at market” order type as a Limit Price.
- 3.7 Acting reasonably and in good faith we may impose limits on the number of open Conditional Orders you may have in any one Financial Product at any time.
- 3.8 Where we receive multiple Conditional Orders from you or different clients, each with the same or similar Trigger, and these orders become Triggered Orders simultaneously, the Triggered Orders will be placed into the market as expeditiously as possible, but this may not necessarily occur in the same order as order in which the Conditional Orders were placed.
- 3.9 We may accept your Conditional Order instruction with or without you having Cleared Funds or with or without you having sufficient holdings sponsored by us in the Financial Product concerned, but we may reject your Triggered Order if there are insufficient Cleared Funds or if the Financial Products to be sold are not Participant Sponsored by us or for any other reason permitted under these Conditions including the general terms and conditions that apply to Your Trading Account.
- 3.10 The fact that a Conditional Order has become a Triggered Order does not guarantee your order will be executed or that it will be executed at the price available at the time that the Conditional Order became a Triggered Order. If the Triggered Order is not fully executed you are responsible for monitoring the outstanding order and placing further instructions to amend or cancel that order as you see fit.
- 3.11 Where a Conditional Order becomes a Triggered Order and passes our vetting process we will endeavour to place the Triggered Order into the market as soon as reasonably practicable. You acknowledge that if your Triggered Order was created at or near the ASX market close your order might be queued in an order book for placement onto the ASX Market the next trading day.
- 3.12 You acknowledge that certain Triggered Orders may be subject to manual review and entry by our Designated Trading Representatives, which may result in those orders not being processed or cause delays in the processing of those orders. Provided that it has acted reasonably and in good faith, TPP is not liable for any delays in placing your order or for your order not being placed at all.
- 3.13 A Conditional Order may be cancelled or purged by TPP when the ASX code with respect to the relevant Financial Product is altered or a Corporate Action is to occur with respect to the Financial Product.
- 3.14 Acting reasonably and in good faith and in relation to ongoing compliance by TPP with regulatory requirements or for any other valid reason including the management of its level of reputational or financial risk, TPP may at any time refuse to accept a Conditional Order.
- 3.15 Acting reasonably and in good faith and in relation to ongoing compliance by TPP with regulatory requirements or for any other valid reason, TPP may at any time cancel or purge any Conditional Order or Triggered Order without providing any reason for doing so.
- 3.16 In the event of a system malfunction we may purge your Conditional Order. You are responsible for re-submitting any orders that may have been purged or cancelled. If we do purge your Conditional Order we will use reasonable endeavours to notify you by an SMS or email message alert of this fact within a reasonable time.
- 3.17 In the event that the Service is unavailable, TPP reserves the right to refuse to accept Conditional Orders and to cancel any Conditional Orders that have been received, without prior notice.
- 3.18 You acknowledge that you are required to monitor the status of your Conditional Order and if you consider necessary, re-submit any orders that have been purged or cancelled.

#### 4. Restrictions of access

- 4.1 You acknowledge that TPP is required to comply with the Corporations Act, ASX Rules, ASX Rules, ASX Clear Rules, ASX Settlement Rules, the Anti-Money Laundering Rules and any other applicable laws, which may require TPP to suspend, limit or prohibit access to the conditional ordering facility.
- 4.2 Acting reasonably and in good faith and relation to ongoing compliance by TPP with regulatory requirements or for some other valid reason including the management of its level of reputational or financial risk, TPP may suspend, limit or prohibit access to the conditional ordering facility without prior notice.

- 4.3 Acting reasonably and in good faith and relation to ongoing compliance by TPP with regulatory requirements or for some other valid reason including the management of its level of reputational or financial risk TPP may suspend, limit or prohibit access to the conditional ordering facility for particular Financial Products without prior notice.

## **5. Notification of alerts**

- 5.1 If you are eligible to receive message alerts and request that we provide you with alerts in relation to Conditional Orders, you must provide us with a valid email address or mobile telephone number.
- 5.2 We do not guarantee the performance of any email, phone or alternate service provider. You acknowledge that your receipt of messages (including SMS messages and emails) is dependent on other service providers not controlled by or associated with us, including and without limitation, your chosen internet service provider or mobile telephone service provider and our SMS and email providers. You acknowledge and agree that TPP is not liable to you for any Loss suffered by you as a result of you not receiving a message.

## **6. Fees and charges**

- 6.1 In addition to the brokerage and any other fees that apply to transactions undertaken on your behalf, you will be charged an additional fee for each Conditional Order that is executed. This fee will be notified to you from time to time.
- 6.2 We may charge fees for providing you with emails and/or SMS messages relating to Conditional Orders. These fees will be notified to you from time to time.
- 6.3 You will pay all fees associated with Conditional Orders in the manner specified in the general terms and conditions that apply to your trading account.

## **7. Variation and termination**

- 7.1 We may vary the terms and conditions that relate to the conditional order facility in accordance with the matters set out in clause 19 of the general terms and conditions that apply to your Trading Account.

## C. BEST EXECUTION DISCLOSURE

### 1. Introduction

- 1.1 TPP currently executes client orders on the trading platform operated by ASX Limited which is known as ASX TradeMatch (“ASX TradeMatch”). Commencing in November 2011, TPP and other Participants of the ASX Group of Companies will also be able to execute client orders on a trading platform which will be operated by Chi-X Australia Pty Ltd (“Chi-X”) and will also be able to execute orders on a platform (also to be operated by ASX Limited) which will be known as ASX PureMatch. TPP has elected, at this stage, to not execute orders on the Chi-X and ASX PureMatch platforms.
- 1.2 Trading on each of these platforms is, in part, governed by the ASIC Market Integrity Rules (Competition in Exchange Markets) 2011 (“the Rules”). Under Part 3.1 of the Rules, TPP is under an obligation to handle and transmit orders in accordance with the matters set out in Part 3.1 of the Rules (that is, it will be required to take reasonable steps to obtain the best outcome for its clients).
- 1.3 The purpose of this document is to set out how TPP proposes to achieve the best outcome with respect to the transmission of your orders for execution.

### 2. Best outcome and the meaning of this concept

- 2.1 Best outcome means that (unless you give us an instruction that may have a contrary effect) TPP will transmit your order so as to achieve best Total Consideration. Total Consideration means:
  - (1) for a buy order, the purchase price paid by you when your order is executed, plus transaction costs; and
  - (2) for a sell order, the sale price received by you when your order is executed, less transaction costs.
- 2.2 If you provide TPP with clear and unambiguous instructions in relation to the handling and transmission of a specific order that is inconsistent with TPP obtaining best Total Consideration, TPP must take reasonable steps to handle and execute your order in a way that satisfies your instructions. Such instructions must be specific to a particular order placed by you. That is, you cannot give a standing instruction that your orders will be executed in a particular way.

### 3. Best execution versus best outcome

- 3.1 Best execution refers to the price at which your order will be executed. Best outcome refers to a wider concept which takes into account the transaction costs that will be incurred in relation to each order executed on your behalf.
- 3.2 It is theoretically possible that best outcome would be achieved if your order was transmitted to an order book other than ASX TradeMatch.

### 4. Manner in which orders will be transmitted

- 4.1 Until TPP elects to trade on the Chi-X and/or the ASX PureMatch platforms, all orders placed by you with TPP will be transmitted by TPP to the ASX TradeMatch platform (that is, in the ASX TradeMatch order book).
- 4.2 All orders placed online will be transmitted automatically using TPP’s automated client order processing system and will be transmitted in accordance with price time priority based on the order parameters selected by you. Orders that do not pass TPP’s automated filters may be transmitted manually by a TPP Designated Trading Representative. Where an order is transmitted manually it will be transmitted in accordance with your instructions but taking into account factors such as the liquidity of the market and the likely price impact.
- 4.3 Orders placed outside ASX trading hours will be transmitted to ASX TradeMatch as soon as practicable for execution on the opening of the market on the following business day.

### 5. Amendments to this policy

TPP may revise or amend this policy from time to time and you will be advised as to any amendments.

### 6. Further information

If you have any questions about the matters set out in this policy please contact us on 1800 098 648 or email [support@trading.macquarie.com](mailto:support@trading.macquarie.com)

## D. PARTICIPANT SPONSORSHIP AGREEMENT

### Explanation of effect of Participant Sponsorship Agreement

**IMPORTANT:** This Part D: Participant Sponsorship Agreement applies to clients who are not establishing a Loan Facility or Linked Cash Account with a Margin Lender.

If you are establishing and integrating a Loan Facility or Linked Cash Account with a Margin Lender, then you will be participant sponsored by a sponsor chosen by the Margin Lender. Please disregard this Part D and proceed to Part E.

In all other cases, you will be participant sponsored by TPP and will need to carefully read and agree to these terms and conditions.

This Part D: Participant Sponsorship Agreement (“Sponsorship Agreement”) is a contract that you (“the Client”) enter into with us (“TPP”), in which you name us as your CHESSE sponsor and authorise us to create a CHESSE Participant Sponsored Holding in your name and to trade on it as you instruct.

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

Being CHESSE sponsored by us means you can buy and sell shares more quickly than if your shares are issuer sponsored (maintained on the Company’s subregister). Being CHESSE sponsored by us also allows you to automatically track portfolio and market values on our website.

You can also discuss the Terms and Conditions of CHESSE sponsorship with us. To do so, please contact us on 1800 098 648 between 8am and 6pm (Sydney time), Monday to Friday.

### Introduction

- A. ASX Settlement Pty Limited (“ASX Settlement”) in its capacity as the approved Clearing and Settlement Facility under the Corporations Act, operates the Clearing House Electronic Subregister System (“CHESSE”).
- B. CHESSE allows clients to hold Financial Products in an uncertificated form in holdings sponsored by the Sponsoring Participant.
- C. The client (“the Participant Sponsored Holder”) agrees to be sponsored by Third Party Platform Pty Ltd (“the Sponsoring Participant”).
- D. Any term used in this Sponsorship Agreement which is defined in the ASX Settlement Operating Rules has the meaning given in those Rules. Should you require a copy of these definition please contact us by emailing support@trading.macquarie.com
- E. The client is entitled to receive a copy of the executed Sponsorship Agreement and may request a copy by emailing support@trading.macquarie.com.
- F. If you have any questions concerning this agreement please contact our customer service team on 1800 098 648.

### Agreement

#### 1. Definitions and Interpretation

##### 1.1 In this Part D:

**CHESSE Holding** means an uncertificated holding of Financial Products on a sub-register for that class of Financial Products maintained by ASX Settlement;

**Corporations Act** means the Corporations Act 2001 (Cth) and any regulations made under it as amended and in force from time to time.

**HIN** means Holder Identification Number.

**Regulatory Rules** means the ASIC Rules, the ASX Clear Rules, the ASX Settlement Rules, the Corporations Act and the procedures, directions, decisions, requirements, customs, usages and practices of ASIC, ASX, ASX Clear and ASX Settlement.

**Sponsored Holding** means a CHESSE Holding of the Participant Sponsored Holder which is identified by a HIN which is, at the request of the Participant Sponsored Holder, notified in writing by the Sponsoring Participant to the Participant Sponsored Holder after this Sponsorship Agreement commences.

**Withdrawal Instructions** means instructions for withdrawal of Financial Products from a Sponsored Holding.

- 1.2 (a) Any term used in this Sponsorship Agreement which is defined in the ASX Settlement Rules has the same meaning given to term in the ASX Settlement Rules.
- (b) In this Sponsorship Agreement, TPP is referred to as the “Participant” and the Client is referred to as the “Participant Sponsored Holder”. These terms are defined in the Rules.
- 1.3 Words expressed in one gender include all genders; and words expressed in the singular include the plural and vice versa.



- 1.4 This Sponsorship Agreement is intended to comply with the ASX Settlement Rules and shall be read and construed accordingly.

## **2. Appointment**

- 2.1 The Participant Sponsored Holder appoints the Sponsoring Participant to provide, and the Sponsoring Participant agrees to provide, transfer and settlement services as agent for the Participant Sponsored Holder in relation to Sponsored Holdings on the terms and conditions contained in this Sponsorship Agreement.

## **3. Sponsoring Participant's Rights**

- 3.1 Where the Participant Sponsored Holder authorises the Sponsoring Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products within two Business Days of the date of purchase. The Sponsoring Participant may require payment or a deposit before it executes the Participant Sponsored Holder's instructions to buy Financial Products.
- 3.2 Subject to Clause 3.3, the Sponsoring Participant is not obliged to transfer Financial Products into the Participant Sponsored Holding, where payment for those Financial Products has not been received, until payment is received.
- 3.3 Where a contract for the purchase of Financial Products remains unpaid, after the Sponsoring Participant has made a demand of the Participant Sponsored Holder to pay for the Financial Products, the Sponsoring Participant may sell those Financial Products that are the subject of that contract at the Participant Sponsored Holder's risk and expense and may sell any Financial Products that are outstanding in your trading account or any other Financial Products that are in our control or possession at your risk and expense and that expense shall include brokerage, stamp duty, GST, recovery costs and any other costs incurred by the Sponsoring Participant.
- 3.4 Where the Sponsoring Participant claims that an amount lawfully owed to it has not been paid by the Participant Sponsored Holder, the Sponsoring Participant has the right to refuse to comply with the Participant Sponsored Holder's Withdrawal Instructions, but only to the extent necessary to retain Financial Products of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).

## **4. Participant Sponsored Holder's rights**

- 4.1 Subject to ASX Settlement Rules 7.2.2(e) and 7.2.2(f) the Sponsoring Participant will initiate any Transfer, Conversion or an action necessary to give effect to Withdrawal Instructions within two (2) Business Days of the date of the receipt of the Withdrawal Instructions.
- 4.2 Subject to Rule 7.4, the Sponsoring Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder.
- 4.3 The Sponsoring Participant is an Australian Financial Services Licensee and is therefore regulated by ASIC pursuant to the Corporations Act. The conduct of the Sponsoring Participant is also regulated in accordance with the Regulatory Rules.
- 4.4 The Participant Sponsored Holder may lodge a complaint against the Sponsoring Participant with either ASIC, ASX, ASX Settlement, ASX Clear or the Financial Ombudsman Service ("FOS") as a result of any contravention of this Sponsorship Agreement. Any claim for compensation can initially be lodged with the Participant and then with FOS.

## **5. Supply of information**

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

## **6. Exchange Traded Options, pledging and sub-positions**

- 6.1 Where the Participant Sponsored Holder arranges with ASX Clear to lodge Financial Products in a Participant Sponsored Holding as cover for written positions in the Australian Options Market, and informs the Sponsoring Participant of the arrangement, the Participant Sponsored Holder authorises the Sponsoring Participant to take whatever action is reasonably required by ASX Clear in accordance with the Rules to give effect to that arrangement.



- 6.2 Where the Participant Sponsored Holder arranges with any person to give a charge or any other interest in the Financial Products in a Participant Sponsored Holding, the Participant Sponsored Holder authorises the Sponsoring Participant to take whatever action is reasonably required by the person in accordance with the Rules to give effect to that arrangement.
- 6.3 The Participant Sponsored Holder acknowledges that where, in accordance with this Sponsorship Agreement and/or the Participant Sponsored Holder's instructions, the Sponsoring Participant initiates any action which has the effect of creating a sub-position over Financial Products in the Participant Sponsored Holding, the right of the Participant Sponsored Holder to transfer, convert or otherwise deal with those Financial Products is restricted in accordance with the terms of the Rules relating to subpositions.
- 6.4 Nothing in this Sponsorship Agreement operates to override any interest of ASX Clear in the Financial Products.
- 7. Fees**
- 7.1 The Participant Sponsored Holder shall pay all Brokerage fees and associated transactional costs within the period prescribed by the Sponsoring Participant.
- 8. Notifications and acknowledgements**
- 8.1 The Participant Sponsored Holder acknowledges that if the Sponsoring Participant is not a Market Participant of an Approved Market Operator, that neither the Approved Market Operator nor a Related Party of the Approved Market Operator has any responsibility for regulating the relationship between the Participant Sponsored Holder and the Sponsoring Participant, other than in relation to the Rules relating to Sponsorship Agreements.
- 8.2 The Participant Sponsored Holder acknowledges that if a Transfer is taken to be effected by the Sponsoring Participant under Section 9 of the ASX Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under the Sponsorship Agreement, then:
- (a) the Participant Sponsored Holder may not assert or claim against ASX Settlement or the relevant Issuer that the Transfer was not effected by the Sponsoring Participant or that the Sponsoring Participant was not authorised by the Participant Sponsored Holder to effect the Transfer; and
- (b) unless the Transfer is also taken to have been effected by a Market Participant of and Approved Market Operator or a Clearing Participant of ASX Clear, the Participant Sponsored Holder has no claim arising out of the Transfer against the compensation arrangements applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations.
- 8.3 In the event that the Sponsoring Participant breaches any of the provisions of this Sponsorship Agreement, the Participant Sponsored Holder may refer that breach to any regulatory authority, including ASX Settlement.
- 8.4 In the event that the Sponsoring Participant is suspended from the Settlement Facility, subject to the assertion of an interest in Financial Products controlled by the Sponsoring Participant, where the assertion is made by either a liquidator, receiver, administrator or trustee of that Participant:
- (a) the Participant Sponsored Holder has the right, within twenty (20) Business Days, of ASX Settlement giving Notice of suspension, to give Notice to ASX Settlement requesting that any Participant Sponsored Holdings be removed either: (i) from the CHESSE Subregister; or (ii) from the control of the suspended Sponsoring Participant to the control of another Sponsoring Participant with whom they have entered into a valid Sponsorship Agreement pursuant to Rule 12.19.10; and
- (b) where the Participant Sponsored Holder does not give notice under Rule 7.2.3(b)(i), ASX Settlement may effect a change of Controlling Participant under Rule 12.19.11 and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement with the substitute Sponsoring Participant on the same terms as the existing Sponsorship Agreement. Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship Agreement in accordance with Rule 7.2.3(b)(ii), the Sponsoring Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Controlling Participant.
- 8.5 The Participant Sponsored Holder acknowledges that before the Participant Sponsored Holder executed this Sponsorship Agreement, the Sponsoring Participant provided the Participant Sponsored Holder with an explanation of the effect of this Sponsorship Agreement to the Participant Sponsored Holder and the Participant Sponsored Holder understood the effect of the Sponsorship Agreement.

- 8.6 The Participant Sponsored Holder acknowledges that in the event of the death or bankruptcy of the Participant Sponsored Holder, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with ASX Settlement Operating Rules 8.15.8 to 8.15.11, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHESSE Subregister.
- 8.7 The Participant Sponsored Holder acknowledges that in the event of the death of the Participant Sponsored Holder, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Participant Sponsored Holder's estate, for a period of up to three calendar months after the removal of the Holder Record Lock pursuant to Rule 8.16.3, unless the Participant Sponsored Holder's legally appointed representative elects to remove the Participants Sponsored Holdings from the CHESSE Subregister.

### For Joint Holdings only

- 8.8 The Participant Sponsored Holder acknowledges that in the event of the death of a joint Participant Sponsored Holder, all Holdings under the joint Holder Record must be transferred into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder, and the Sponsorship Agreement must be valid for the new Holdings under the new Holder Record.
- 8.9 The Participant Sponsored Holder acknowledges that in the event of the bankruptcy of one of the Holders the Controlling Participant will:
- (a) unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Participant Sponsored Holdings from the CHESSE Subregister, establish a new Holder Record in the name of the bankrupt Participant Sponsored Holder, transfer the interest of the bankrupt Participant Sponsored Holder into new Holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all Holdings under that Holder Record; and
  - (b) establish a new Holder Record in the name(s) of the remaining Participant Sponsored Holder(s) and Transfer the interest of the remaining Participant Sponsored Holder(s) into new Holdings under the new Holder Record.

## 9. Change of Controlling Participant

- 9.1 If the Participant Sponsored Holder receives a Participant Change Notice from the Controlling Participant of the Participant Sponsored Holding and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Controlling Participant, the Participant Sponsored Holder is under no obligation to agree to the change of Controlling Participant, and may choose to do any of the things set out in clauses 9.2 or 9.3.
- 9.2 The Participant Sponsored Holder may choose to terminate the Sponsorship Agreement by giving Withdrawal Instructions under the ASX Settlement Rules to the Controlling Participant, indicating whether the Participant Sponsored Holder wishes to:
- (a) transfer its Participant Sponsored Holding to another Controlling Participant; or
  - (b) transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 9.3 If the Participant Sponsored Holder does not take any action to terminate the Sponsorship Agreement in accordance with 9.2 above, and does not give any other instructions to the Controlling Participant which would indicate that the Participant Sponsored Holder does not agree to the change of Controlling Participant then, on the Effective Date, the Sponsorship Agreement will have been taken to be novated to the New Controlling Participant and will be binding on all parties as if, on the Effective Date:
- (a) the New Controlling Participant is a party to the Sponsorship Agreement in substitution for the Existing Controlling Participant;
  - (b) any rights of the Existing Controlling Participant are transferred to the new Controlling Participant; and
  - (c) the Existing Controlling Participant is released by the Participant Sponsored Holder from any obligations arising on or after the Effective Date.
- 9.4 The novation in clause 9.3 will not take effect until the Participant Sponsored Holder has received a notice from the New Controlling Participant confirming that the New Controlling Participant consents to acting as the Controlling Participant for the Participant Sponsored Holder. The Effective Date may as a result be later than the date set out in the Participant Change Notice.

- 9.5 The Participant Sponsored Holder will be taken to have consented to the events referred to in clause 9.4 by the doing of any act which is consistent with the novation of the Sponsorship Agreement to the New Controlling Participant (for example by giving an instruction to the New Controlling Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- 9.6 The Sponsorship Agreement continues for the benefit of the Existing Controlling Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any Sponsorship Agreement makes the novation in clause 9.3 not binding or effective on the Effective Date, then the Sponsorship Agreement will continue for the benefit of the Existing Controlling Participant until such time as the novation is effective, and the Existing Controlling Participant will hold the benefit of the Sponsorship Agreement on trust for the New Controlling Participant.
- 9.7 Nothing in this clause 9 will prevent the completion of CHES transactions by the Existing Controlling Participant where the obligation to complete those transactions arises before the Effective Date and the Sponsorship Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the New Controlling Participant under this clause 9.

## 10. Claims for compensation

- 10.1 The Sponsoring Participant maintains professional indemnity insurance in accordance with the obligations imposed on it by s912B of the Corporations Act.
- 10.2 If the Sponsoring Participant breaches a provision of this Sponsorship Agreement and the Participant Sponsored Holder makes a claim for compensation pursuant to that breach, the ability of the Sponsoring Participant to satisfy that claim will depend on the financial circumstances of the Sponsoring Participant. In this regard, the Sponsoring Participant may seek to rely upon the cover provided by its professional indemnity insurance policy.

- 10.3 If a breach by a Sponsoring Participant of a provision of this Sponsorship Agreement falls within the circumstances specified in the compensation arrangements applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations, a Participant Sponsored Holder may make a claim under the relevant compensation arrangements.

## 11. Termination

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

## 12. Variation

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

## E. PRIVACY POLICY

This is the Privacy Policy of Third Party Platform Pty Limited (AFSL 314341 ABN 74 121 227 905). In this Privacy Policy “we”, “our” and “us” will mean Third Party Platform Pty Limited and any or all related entities.

In providing financial services in Australia we are bound by the Australian Privacy Principles under the Privacy Act 1988 (Cth) (“the Privacy Act”). We handle any information we collect about you in accordance with our Privacy Policy.

We have adopted the Privacy policy in order to preserve the confidentiality of all information you provide to us as we take your Privacy seriously.

Our clients, Account signatories, people and entities applying to open an Account with us or use our services or anyone associated with such people and entities and whose Personal Information has been provided to us are referred to in this Privacy Policy as “you”.

You have the right to request access to the information we hold about you. If you want more information about this Privacy Policy, or if you want to inquire about or update any of your Personal Information, or if you believe your Personal Information is inaccurate, incomplete or out-of-date, contact us [support@trading.macquarie.com](mailto:support@trading.macquarie.com).

You can obtain more information about Privacy from the Office of the Australian Information Commissioner’s website at [www.oaic.gov.au](http://www.oaic.gov.au).

This Privacy Policy forms part of our Terms and Conditions of Use of our Service (“Service”).

### 1. Not providing your Personal Information

- 1.1 If you do not give us your Personal Information, we may not be able to provide products and services to you.

### 2. Kinds of Personal Information we collect and hold

- 2.1 Personal Information is information that can identify you.
- 2.2 The nature of Personal Information collected and maintained by us generally comprises name, address, date of birth, contact details including landline and mobile telephone numbers and email address, occupation, residency status, the name of your bank and your bank account number and your tax file number (if you choose to provide it to us), the name and contact details of your professional advisers or representatives such as you solicitor, accountant, financial planner etc, financial information and details contained in identity documents provided to us such as government identifiers in your passport, drivers licence number, Medicare card number etc.

### 3. Collecting your Personal Information

- 3.1 We must obtain and collect Personal Information from you so we can provide products and services to you, provide information and marketing material to you and satisfy certain legislative and regulatory requirements. We may collect Personal Information about you when you apply to us for a product or service we offer, open an Account or register for access to our Service or when you deal with us via telephone, fax, email, other electronic methods, or you send us a letter. In order to identify you and comply with legislation, we may utilise electronic identification verification services to collect information about you that is publicly available, including information from telephone directories, the electoral roll or other websites.
- 3.2 Where you deal with us via an agent or attorney we will also collect the Personal Information of the agent or attorney when or before we deal with such person(s). We may also receive your updated Personal Information from third parties where we are trying to locate you.
- 3.3 If you have an Account with us, we will collect information regarding transactions on such Account including the Account details of the recipient of funds.
- 3.4 In the event we receive unsolicited Personal Information, we will determine within a reasonable period after its receipt whether or not we could have collected such Personal Information under the Australian Privacy Principles. If we determine that we could not have collected such Personal Information under the Australian Privacy principles and the information is not a Government Identifier, then we will as soon as practicable either destroy the Personal Information or otherwise ensure it is de-identified, provided it is lawful to do so. Otherwise we will hold, use and disclose such Personal Information in accordance with this policy.
- 3.5 We may be required to ask about your tax residency under taxation information sharing agreements the Australian Government has in place with other countries. For example, a tax treaty between Australia and the United States formed under US law (Foreign Account Tax Compliance Act) requires us to ask Account holders of some products whether they are citizens or US tax residents when they open their product. If you are a tax resident of another country, the relevant treaty or law may require us to collect your relevant foreign tax identification number.
- 3.6 For training and compliance purposes we record and randomly monitor telephone calls to our customer service officers. If you request information from us (e.g. by using our website or call centre), we may collect your contact details, including your name, postal and email addresses and your telephone numbers.

## 4. Using and disclosing your Personal Information

- 4.1 We will only collect, hold, use or disclose Personal Information we collect as permitted by the Australian Privacy Legislation. It is collected and held in different ways including within its computerised systems such as computer hard drives, email programmes and electronic servers, within our data centres, physically stored onsite and in external storage facilities.
- 4.2 The Personal Information collected by us is used for the purposes of assessing an application, establishing, administering, operating and maintaining your Account with us. In addition, sometimes we will use Personal Information to establish a bank Account for settlements relating to your trading account, to create a CHESS Holder Identification Number, to create a Margin Lending Account with third parties. We may also provide this information to third parties in the future in order for us to provide you additional services as we add to our product offering such as CFD trading, international trading, affinity programmes and so on.
- 4.3 Your Personal Information may be transferred to our representatives or other related businesses including our wholly owned Malaysian subsidiary which performs a range of technology, operational and customer service functions on our behalf, and other members of our related body corporate to ensure that you receive personal and tailored service.
- 4.4 We may also disclose your Personal Information to external parties, including but not limited to those:
- (a) Involved with providing, managing or administering our products and services such as third party suppliers, related entities, loyalty partners, printers, posting services, call centres and our customer service officers
  - (b) Any third party or organisation that introduces you to us or other financial institutions linked with your dealings with us
  - (c) Any third party or organisation we introduce you to and provide information for the operation and management of your affairs including but not limited to electronic portfolio feeds and Self Managed Superannuation administration services
  - (d) Which are your representatives including your legal advisers, accountants and financial advisers
  - (e) Involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including for the purposes of system audit and testing or upgrading our computer system

- (f) Debt collecting agencies and payment system operators to help us maintain your Account
  - (g) To verify your identity and to detect fraud, money laundering or terrorist financing activities under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth)
  - (h) To take any action we consider appropriate to meet our compliance obligations
  - (i) Required by law
  - (j) Authorised by law
- 4.5 We will use our best endeavours to ensure that each of our representatives and the businesses that we deal with adhere to the Australian Privacy Principles. If you have any concerns about this, contact us support@trading.macquarie.com.au
- 4.6 Specific requirements apply to the collection, use and disclosure of your Personal Information for credit reporting purposes.

## 5. Protecting your Personal Information

- 5.1 We take reasonable steps to protect your Personal Information from misuse, loss, unauthorised access, modification and disclosure. These include security of our premises, restricting access to Personal Information to employees who need to perform their day to day employment tasks, providing employee training in relation to Privacy and confidentiality, data encryption technology, firewalls, passwords and identifiers to prevent unauthorised access.

## 6. Accessing your Personal Information

- 6.1 You may request access to your Personal Information. Access to your Personal Information is not the same as access to a file that we maintain as part of our business processes, nor does it necessarily include all information that we may have collated in relation to you.
- 6.2 We will normally grant you access to your Personal Information within 30 days of receiving your written request subject to us receiving written evidence of your identity and the exceptions provided for in Australian Privacy Legislation. In some complex cases this may take longer and we will advise you of this.
- 6.3 If we deny you access to your Personal Information, we will give you the reason for the denial.
- 6.4 We may charge you a reasonable fee for providing access to, or copies of, your Personal Information.



## 7. Cookies

- 7.1 We may use cookies and other technologies to grant you access to certain parts of our Service and to monitor traffic patterns, customise settings to suit your Account behaviour, manage advertising and other activities.
- 7.2 Most browsers are initially set to accept cookies. If you would prefer, you can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it each time. If you refuse cookies you may not be able to take full advantage of our service.

## 8. External websites

- 8.1 Our Service contains references or links to other websites. Those references or links may in turn refer or link to other references or links. None of our related body corporate, or its directors, officers, employees or agents are responsible for any Privacy policies or practices of any of those external websites.

## 9. Changes to Privacy Policy

- 9.1 We may change this Privacy Policy from time to time for any reason. If we do, we will publish an updated Privacy Policy on our website.

## 10. Privacy complaints

- 10.1 If you believe your Personal Information is not properly protected, or there has been a breach or potential breach of this Privacy Policy or the Australian Privacy Legislation, please contact us as per the details below and request that your complaint be directed to the Privacy Officer.
- 10.2 We will use our best endeavours to resolve any complaint to your satisfaction. However, if you are unhappy with our response, you can contact the Financial Ombudsman Service by calling 1300 78 08 08, visiting its website at [fos.org.au](http://fos.org.au) or writing to GPO Box 3, Melbourne VIC 3001.
- 10.3 You can also contact the Office of the Australian Information Commissioner by calling its hotline on 1300 363 992, writing to either GPO Box 5218, Sydney NSW 2001 or GPO Box 2999, Canberra ACT 2601, emailing [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au) or visiting its website at [oaic.gov.au](http://oaic.gov.au)

## 11. Contact details

- 11.1 If you would like further information regarding this policy, please contact us by email at [support@trading.macquarie.com](mailto:support@trading.macquarie.com), by telephone on 1800 098 648 between 8am and 7pm (AEST) Monday to Friday, write to us at the address below or visit our website at [macquarie.com](http://macquarie.com)

Macquarie Online Trading  
GPO Box 1630  
Sydney NSW 2001  
Australia





For more information about Macquarie Online Trading, call us on 1800 098 648, visit [macquarie.com.au/personal](http://macquarie.com.au/personal) or email [support@trading.macquarie.com](mailto:support@trading.macquarie.com)



MACQUARIE

# Financial services guide

Third Party Platform Pty Ltd  
(ABN 74 121 227 905)  
AFSL No 314341 Participant of the ASX Group

This Financial Services Guide (“FSG”) has been provided to you by Third Party Platform Pty Ltd (ABN 74 121 227 905) (“TPP”).

In this FSG when the terms we, our or us are used, it means TPP.

Macquarie Online Trading is a service that gives you the opportunity to trade ASX listed financial products and is provided by Third Party Platform Pty Ltd (“TPP”) ABN 74 121 227 905 AFSL No. 314341 Participant of the ASX Group, at the request of Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502 (“MBL”). Under this arrangement your trading, clearing, settlement and stock sponsorship arrangements are directly with TPP. Some of the fees paid to TPP for the provision of its services will be remitted to MBL.

This FSG is dated 28 February 2017.

## Purpose of this financial services guide

The purpose of this FSG is to help you decide whether to use the financial services we offer and to provide you with information about:

- our name and contact details;
- the financial services we are authorised to provide and the financial products to which those services relate;
- the cost of any services that we provide;
- any remuneration, commissions or other benefits that we, or any relevant person, may be paid in relation to the financial services we offer;
- any relationships we have with any other organisations affiliated with us or with product issuers, which might influence us in providing financial services to you;
- our Privacy Policy;
- our compensation arrangements; and
- details of our internal and external complaints handling procedures and how you can access them.

## Other documents you may receive from us

If we offer to issue or arrange for the issue of certain financial products to you we will provide you with a Product Disclosure Statement (“PDS”). The PDS contains information about the particular product including the features, benefits, fees and risks associated with that product to assist you in making an informed decision. We are not required to provide you a PDS where you are dealing in other ASX quoted financial products.

If we offer to arrange for the issue of certain other financial products we will provide you with the PDS.

## Who are we?

Any financial services offered will be provided by representatives of TPP. TPP is licensed under the Corporations Act to provide these services to you and our Australian Financial Services Licence Number (“AFSL”) is 314341.

Bell Financial Group Limited (ASX: BFG) owns approximately 57% of TPP. TPP is a Participant of the ASX Group.

## What financial services and products do we offer?

We offer our financial services and products to retail and wholesale clients. Under our AFSL we are authorised to:

- provide general financial product advice for the following financial products:
  - derivatives;
  - interests in managed investment schemes including investor directed portfolio services and
  - securities.
- deal in a following financial product issuing, applying for, acquiring, varying or disposing of derivatives.
- deal in a financial product by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of
  - basic deposit products;
  - derivatives;
  - interests in managed investment schemes including investor directed portfolio services;
  - securities; and
  - standard margin lending facilities.
- operate custodial and depository services other than investor directed portfolio services.

## How to use our services

If you wish to execute transactions using our services, you can give us instructions by telephone, through the website, or supported mobile devices. The method by which TPP will accept your instructions is subject to the terms and conditions of trading with TPP (available at [macquarie.com.au/mg/au/apps/online-trading/terms-and-conditions](http://macquarie.com.au/mg/au/apps/online-trading/terms-and-conditions)). TPP will not accept instructions from you to execute transactions on your behalf that are received by email, fax or post.

With respect to the execution of transactions on your behalf, you can contact us as follows:

Tel	1800 098 648
Website	<a href="http://trading.macquarie.com.au">trading.macquarie.com.au</a>
Email	<a href="mailto:support@trading.macquarie.com">support@trading.macquarie.com</a>

Should you wish to contact us for reasons other than the execution of a transaction on your behalf you may also write to us at:

Third Party Platform Pty Ltd  
GPO Box 1630  
Sydney NSW 2001

Email [support@trading.macquarie.com](mailto:support@trading.macquarie.com)

## Non advice services

We will not provide you with personal financial product advice about any of the financial products in which we deal.

From time to time, TPP may provide information about the characteristics of particular financial products. This information is purely factual information and is not to be relied upon by you as being general financial product advice.

## Fees payable for each service provided

Appendix A to this FSG sets out the current list of fees and charges that you will pay for our services.

## How are we and our representatives paid for services provided?

We are remunerated directly through the fees that we charge you. With respect to some financial products, we may also be remunerated by way of commission or other payments from the product issuer including a product issuer that is part of the Bell Financial Group of companies. Details of these commissions are set out in Appendix A to this FSG. Our Representatives are paid a salary and may also receive other benefits such as bonuses. TPP may receive the interest payable on any Trust Account balance maintained in conjunction with its Financial Services business.

## Associations with related and unrelated product issuers

Bell Financial Group Limited (ASX: BFG) owns approximately 57% of TPP. TPP may from time to time offer to issue to you, arrange for the issue to you or deal in financial products that have been issued by a company within the Bell Financial Group of Companies. The relevant financial products and all payments that will be received in relation to them by TPP are set out in Appendix A to this FSG.

TPP may from time to time offer to issue to you, arrange for the issue to you or deal in financial products that have been issued by a product issuer that is unrelated to TPP. TPP may receive commissions or other payments in relation to these financial products. The relevant financial products and all payments that will be received in relation to them by TPP are set out in Appendix A to this FSG.

TPP may from time to time refer you to other financial services providers or other financial services providers may refer you to us. Information regarding these referral arrangements is set out in Part 2 of Appendix A to this FSG.

## Research and market news

We source research and market news from a number of providers. We take no responsibility for the content of the information provided by these providers.

## How is my personal information dealt with?

The privacy of your personal information is important to us. TPP has adopted the principles set out in the Privacy Act and for further details please refer to our Privacy Policy at: [macquarie.com.au/mgl/au/sitewide/privacy-policy](http://macquarie.com.au/mgl/au/sitewide/privacy-policy)

## Compensation arrangements

TPP has Professional Indemnity Insurance arrangements in place such that it satisfies the requirements for compensation set out in s912B of the Corporations Act.

In addition, you may be able to make a claim against the National Guarantee Fund in certain circumstances. For further information you should consult the Securities Exchange Guarantee Corporation ([secg.com.au](http://secg.com.au)).

## Complaints

If you are not satisfied with any aspect of the service that has been provided by us, you are entitled to complain. We have established procedures to ensure that all enquiries and complaints are properly considered and dealt with.

Our complaint handling procedure is as follows:

- if you are dissatisfied with any aspect of the service that has been provided to you please contact one of our Customer Service Officers on 1800 098 648;
- if our Customer Services Officers are unable to resolve your complaint to your satisfaction please contact our Complaints Manager at [complaints@trading.macquarie.com](mailto:complaints@trading.macquarie.com);
- if you are still not satisfied with the resolution of any complaint, you may complain in writing to the Financial Ombudsman Service Limited ("FOS") of which TPP is a member (membership number 12602). FOS can be contacted as below:

Financial Ombudsman Service (FOS)  
GPO Box 3, Melbourne VIC 3001

Tel 1300 780 808  
Fax (03) 9613 6399

Website [fos.org.au](http://fos.org.au)  
Email [info@fos.org.au](mailto:info@fos.org.au)

## APPENDIX A – Part 1 – Fees and charges

The current list of Macquarie Online Trading fees and charges is detailed below. Any fees and charges relating to specific products can be found in the relevant Product Disclosure document. All fees and charges include GST unless otherwise stated.

<b>STANDARD BROKERAGE RATES</b>	
Internet / mobile device equity and warrant trades	\$19.95 or 0.12%*
Phone equity and warrant trades	\$49.95 or 0.30%*
Equity and warrant conditional orders	Free
<b>EXCHANGE TRADED OPTIONS (ETO)</b>	
Internet / mobile device ETO trades	\$29.95 or 0.30%*
Phone ETO trades	\$59.95 or 0.40%*
ASX Clear transaction fee – equity options	\$0.143 per contract
ASX Clear transaction fee – index options	\$0.495 per contract
Equity trade ETO exercise or assignment	\$49.95 or 0.30%*
ASX Clear exercise/assignment fee – equity options	\$0.055 per contract
ASX Clear exercise/assignment fee – index options	\$0.385 per contract
<b>mFunds</b>	
Per online application or redemption	\$30 or 0.1%, whichever is greater
Per over the phone application or redemption	\$60 or 0.2%, whichever is greater
<b>SMS ALERTS</b>	
Registration messages	Free
Trade, price and company announcement alerts	\$0.55 per SMS

All SMS charges will be billed directly by your Mobile Provider

## APPENDIX A – Part 1 – Fees and charges (continued)

OTHER SERVICES	
<b>Confirmation Delivery</b>	
Email	Free
Post	\$3.30
<b>Email Alerts</b>	
Trade, price and company announcement alerts	Free
<b>Other fees and charges</b>	
Off Market Transfer	\$55 per stock
SRN query	\$16.50
CHESS Statement reprint	\$16.50
Fail Fees	\$110 or 0.1% per day*
<b>Information services</b>	
Silver (20 minute delayed data)	Free
Gold (static live data)	\$10 per month
Platinum (streaming live data)	\$22 per month**
webIRESS (includes complimentary Gold Service)	\$79 per month

\*whichever is greater

\*\*Full amount paid in advance. Accrued at 6.6 cents per minute with non-used portion refunded

## APPENDIX A – Part 2 – Commissions

TPP receives commissions from a number of related and unrelated product issuers in respect of or attributable to the provision of financial services:

- Trust Accounts - We are required to maintain a trust account on your behalf to hold funds that are used for your trading account. We will retain any interest that may be earned on this account;
- Initial Public Offerings and other Offers of Financial Products - Up to 6% of any investment in an initial public offering or other offering of financial products and ongoing fees of up to 3% of the initial investment, from the company undertaking the initial public offering, issuing the financial products or underwriter;
- Referral Business - where your business has been referred to TPP by a third party or TPP provides a service that requires us to use a third party financial services provider, each of the parties may be required to share a percentage of the brokerage, commission or other charges with the other party of up to 20%.
- Margin Lending – we may receive referral fees from time to time from external and associated Margin Lenders. These will vary depending on your Margin Lending provider and the balance of your loan. Generally we may earn a fee up to 1.5%. In addition we may receive ongoing trail commissions of up to 3% from external or associated Margin Lenders.

If you have any questions about Macquarie Online Trading, please call 1800 098 648, visit our website [macquarie.com.au/personal](https://macquarie.com.au/personal) or email [support@trading.macquarie.com](mailto:support@trading.macquarie.com)

Macquarie Online Trading is a service provided by Third Party Platform Pty Ltd ("TPP") ABN 74 121 227 905 AFSL No. 314341, at the request of Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502 ("MBL"). TPP is a Participant of the ASX Group. Neither TPP nor MBL are representatives of each other. Some of the fees paid to TPP for the provision of its services will be remitted to MBL. TPP and MBL do not provide personal financial advice in relation to Macquarie Online Trading. You should consider your own financial situation, particular needs and investment objectives before acting on any of the information available on this website.