COMMSEC ASX CFDS CLIENT AGREEMENT

CommSec
YOU ARE WHAT YOU DO

ASX CONTRACTS FOR DIFFERENCE AGREEMENT INSTRUCTIONS

WARNING	READ BEFORE PROCEEDING

ASX Contracts for Difference (ASX CFDs) are speculative products that are highly leveraged and carry significantly greater risk than non-geared investments such as share trading. You should not invest in ASX CFDs unless you are experienced in derivatives and understand and are comfortable with the risks of trading in ASX CFDs.

You should obtain your own financial, legal, taxation and other professional advice as to whether ASX CFDs are appropriate for you.

The CommSec ASX Contract for Difference (ASX CFD) product is offered on and from the date of the CommSec PDS solely on the basis of the information and representations contained in that PDS and the CommSec ASX CFD Client Agreement. No other information or representation is authorised nor is any person authorised by CommSec to give any information to customers or to make any representation other than what is contained in the PDS and the Client Agreement.

Dear Client,

Thank you for your interest in Commonwealth Securities Limited ("CommSec"). Please read, complete and sign the attached Client Agreement and return it to CommSec at the address below. You need to deposit a minimum of $5,000 to activate your ASX CFD account, by cheque (posted to the same address), by direct deposit or by direct debit (banking details below).

Commonwealth Securities Limited
Locked Bag 34
Australia Square NSW 1214

CHECKLIST – ENSURE YOU HAVE COMPLETED THE FOLLOWING:

APPLICANT TYPE	SECTIONS THAT NEED TO BE COMPLETED	OPTIONAL SECTIONS	DOCUMENTS THAT NEED TO BE ATTACHED
INDIVIDUAL AND JOINT	1 • 2 • 3.1 • 4 • 5 • 8 READ SECTIONS 9, 10	6 OR 7 (ADDITIONAL SIGNATORIES OR ADVISER)	**CERTIFIED** photocopy of ID documents for all account holders (if you do not have an existing commonwealth bank account, credit card or existing CommSec trading account)*
COMPANY	1 • 2 • 3.1, 3.2 • 4 • 5 • 8 READ SECTIONS 9, 10	6 OR 7 (ADDITIONAL SIGNATORIES OR ADVISER)	**CERTIFIED** photocopy of ID documents for directors (if you do not have an existing CommSec or Commonwealth bank account, credit card or existing CommSec trading account)* A copy of the company latest audited financials, if available.
TRUSTS WITH INDIVIDUAL TRUSTEES	1 • 2 • 3.1, 3.3, 3.4, 3.6 • 4 • 5 • 8 READ SECTIONS 9,10 & 11	6 OR 7 (ADDITIONAL SIGNATORIES OR ADVISER)	**CERTIFIED** photocopy of ID documents for trustees & **CERTIFIED** photocopy of the first page of the trust deed containing the trust name (if you do not have an existing commonwealth bank account, credit card or existing CommSec trading account)*
TRUSTS WITH COMPANY TRUSTEES	1 • 2 • 3.1 TO 3.6 • 4 • 5 •8 READ SECTIONS 9, 10 & 11	6 OR 7 (ADDITIONAL SIGNATORIES OR ADVISER)	**CERTIFIED** photocopy of ID documents for trustees & **CERTIFIED** photocopy of the first page of the trust deed containing the trust name (if you do not have an existing commonwealth bank account, credit card or existing CommSec trading account)*

* If the application is through a Financial Adviser the individual customer identification requirements will be undertaken by them.

BANK USE ONLY The terms contained above are confirmed and accepted by Commonwealth Securities Limited for itself and on behalf of Commonwealth Bank of Australia

Limited Branch Number

RM Name

Clients CRIS code

RISK DISCLOSURE STATEMENT

IMPORTANT – RISK DISCLOSURE STATEMENT

ASX CFDs are a highly leveraged financial product that incorporates a high level of risk. ASX CFDs are not appropriate for everyone. It is extremely important that you understand the risks inherent in trading in ASX CFDs before you sign this Client Agreement. CommSec has therefore designed this checklist with a view to outlining the most important of these risks in order that you acknowledge the risks and better understand this trading tool. Investors should not invest in ASX CFDs unless they are experienced in derivative trading.

Please read the below listed questions carefully. You are required to acknowledge the following risks by placing a tick in each box and signing the declaration at the bottom of this page.

Applicant 1 / Director 1 / Trustee 1 – tick each box in column 1.

Applicant 2 / Director 2 / Trustee 2 – tick each box in column 2.

	1	2
1. I/We understand that ASX CFDs can be highly leveraged. While this may generate larger returns, it can at the same time generate larger losses. These losses have the potential to greatly exceed the Initial Margin I/we have provided, eat up the Free Equity in my/our ASX CFD account and leave me/us owing additional funds far exceeding my/our original outlay.	☐	☐
2. I/We acknowledge that only investors with prior experience or knowledge in dealing with derivatives should trade ASX CFDs.	☐	☐
3. I/We acknowledge that CommSec has the power to close out any of my/our ASX CFD positions, at their discretion, if I/we fail to maintain sufficient funds in my/our account to meet the required margins or if I/we fail to respond to a call for Additional Margin. This may generate a significant loss for me/us and I/we acknowledge that this loss is my/our responsibility.	☐	☐
4. I/We understand that the list of ASX CFDs and contract specifications, available at asx.com.au/cfd and the associated "Initial Margins" for ASX CFDs can change at any time. If this occurs, it is my/our responsibility to ensure that the margins on my/our ASX CFD account are in order. If they are not, it is my/our responsibility to bring them back into order within agreed timeframes (see 'Calculating your Position' Section of the PDS) or CommSec may act to close out any or all the ASX CFD positions on my/our account.	☐	☐
5. I/We understand that the underlying security for an ASX CFD may be subject to a Corporate Action. In this event, ASX Clear (Futures), the clearing facility for all futures, options and ASX Listed CFDs, will exercise all discretion to ensure that my/our ASX CFD position is covered; however, I am/we are responsible for any loss caused as a result of this action.	☐	☐
6. I/We acknowledge that the PDS does not contain any advice specific to my/our circumstances and that I/we have obtained my/our own independent advice in relation to establishing a CommSec ASX CFD account. I/We understand the risks associated with this product.	☐	☐
7. I/We acknowledge that it is a prerequisite for approval that I/we have read and are able to answer any questions relating to the PDS and the Client Agreement as required by CommSec.	☐	☐

I/We have read and understood the points raised in this Risk Disclosure Statement.

I/We have experience trading derivatives and therefore feel that this product is suitable for my/our use.

APPLICANT 1/ DIRECTOR 1/ TRUSTEE 1 NAME

APPLICANT 1/ DIRECTOR 1/ TRUSTEE 1 SIGNATURE

✗

DATE

DD / MM / YYYY

APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2 NAME

APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2 SIGNATURE

✗

For joint applicants, each applicant must sign this declaration. For company applicants, two directors must sign this declaration.

IDENTIFICATION FOR INDIVIDUALS/ DIRECTORS/ TRUSTEES   COMPULSORY

EXISTING COMMSEC SHARE TRADING ACCOUNT   OPTION 1

Do you have an existing CommSec Share Trading Account?   ☐ Yes ☐ No

If so, please provide your account number:

APPLICANT 1/ DIRECTOR 1/ TRUSTEE 1   APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2

EXISTING COMMONWEALTH CREDIT CARD   OPTION 2

Do you have an existing Commonwealth Credit Card?   ☐ Yes ☐ No

If so, please provide your account number:

APPLICANT 1/ DIRECTOR 1/ TRUSTEE 1

APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2

EXISTING COMMONWEALTH BANK ACCOUNTS   OPTION 3

Do you have an existing Commonwealth Bank account?   ☐ Yes ☐ No

If so, please provide your account number:

APPLICANT 1/ DIRECTOR 1/ TRUSTEE 1

BSB   ACCOUNT NUMBER   ACCOUNT NAME (E.G. MR JOHN BROWN)

APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2

BSB   ACCOUNT NUMBER   ACCOUNT NAME (E.G. MR JOHN BROWN)

Do you have a relationship manager?   ☐ Yes ☐ No

RELATIONSHIP MANAGER'S NAME

BRANCH / BUSINESS CENTRE

FINANCIAL ADVISER   OPTION 4

- If the application is through a Financial Adviser the individual customer identification requirements will be undertaken by them. You do not need to complete.

OTHER IDENTIFICATION   OPTION 5

- To ensure we meet Government Legislative requirements we are required by law to identify applicants. Applicants (Individual Applicants, Director/s operating on the Company account or Trustee/s operating on the Trust account) that **DO NOT** have an existing Commonwealth Bank account, Commonwealth Credit Card or CommSec Share Trading account need to supply an original **CERTIFIED** photocopy of an acceptable identification document(s). Acceptable identification documentation is shown in Section 2.2. For trusts we also require an original **CERTIFIED** photocopy of the front page of your Trust deed containing the trust name. The list of eligible persons who are allowed to certify identification is shown on Section 2.1.

- **How should the identification documentation be CERTIFIED?**

- The certified photocopy must include a statement "I certify that this is a true copy of the original document" (or similar wording). The certifier must also include their full name, signature and qualification or occupation which makes them eligible, on the photocopied ID.

- Please **DO NOT** attach original identification documents. Send only **CERTIFIED** copies of original documents.

IDENTIFICATION FOR INDIVIDUALS/ DIRECTORS/ TRUSTEES

THE LIST OF ELIGIBLE PERSONS WHO ARE ALLOWED TO CERTIFY IDENTIFICATION: 2.1

- Chiropractor
- Dentist
- Legal practitioner
- Medical practitioner
- Nurse
- Optometrist
- Patent attorney
- Pharmacist
- Physiotherapist
- Psychologist
- Trade marks attorney
- Veterinary surgeon
- Person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner
- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1922)
- Bailiff
- Bank officer with 2 or more continuous years of service
- Building society officer with 2 or more years of continuous service
- Chief executive officer of a Commonwealth court
- Clerk of a court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with 2 or more years of continuous service
- Employee of the Australian Trade Commission who is:
  – in a country or place outside Australia; and
  – authorised under paragraph 3 (d) of the Consular Fees Act 1922; and
  – exercising his or her function in that place
- Employee of the Commonwealth who is:
  – in a country or place outside Australia; and
  – authorised under paragraph 3 (c) of the Consular Fees Act 1922; and
  – exercising his or her function in that place
- Fellow of the National Tax Accountants' Association
- Finance company officer with 2 or more years of continuous service with a finance company
- Holder of a statutory office not specified in another item in this Part
- Judge of a court
- Justice of the Peace
- Magistrate
- Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
- Master of a court
- Member of Chartered Secretaries Australia
- Member of Engineers Australia, other than at the grade of student
- Member of the Association of Taxation and Management Accountants
- Member of the Australian Defence Force who is:
  – an officer; or
  – a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 2 or more years of continuous service; or
  – a warrant officer within the meaning of that Act
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants.

IDENTIFICATION FOR INDIVIDUALS/ DIRECTORS/ TRUSTEES

COMPULSORY

THE LIST OF ELIGIBLE PERSONS WHO ARE ALLOWED TO CERTIFY IDENTIFICATION: 2.1

- Member of:
  - the Parliament of the Commonwealth; or
  - the Parliament of a State; or
  - a Territory legislature; or
  - a local government authority of a State or Territory
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
- Notary public
- Permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public
- Permanent employee of:
  - the Commonwealth or a Commonwealth authority; or
  - a State or Territory or a State or Territory authority; or
  - a local government authority; with 2 or more years of continuous service
- Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- Police officer
- Registrar, or Deputy Registrar, of a court
- Senior Executive Service employee of:
  - the Commonwealth or a Commonwealth authority; or
  - a State or Territory or a State or Territory authority
- Sheriff
- Sheriff's officer
- Teacher employed on a full-time basis at a school or tertiary education institution
- Member of the Australasian Institute of Mining and Metallurgy
- An officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more years of continuous service with one or more licensees

ACCEPTABLE DOCUMENTATION IDENTIFICATION STANDARD 2.2

Certified copy of:
- 1x Primary Photographic identification (PART A) or
- 2 x Primary Non Photographic Identification (PART B) or
- 1x Primary Non Photographic (Refer PART B above) and 1x Secondary Identification (PART C).

Note: All documents must be current unless otherwise stated.

PART A

Primary Photographic Identification (Sufficient ID by itself)

- Australian Passport issued by the Commonwealth, which has not been expired for more than 2 years
- Drivers licence issued in Australia
- Proof of Age Cards – issued under a law of a state or territory. (All States)
- NSW birth card (not currently available in other states)
- NSW Photocard
- International Passport or Travel Document which:
  – contains a photograph and signature of the person in whose name the document is issued; – is issued by a foreign government, the United Nations (UN) or an agency of the UN; and
  – if written in language not understood, accompanied by an English translation from an accredited translator.
- A national identity card issued for the purpose of identity which:
  – contains a photograph and signature of the person in whose name the document is issued; – Issued by a foreign government, the United Nations (UN) or an agency of the UN; and
  – if written in language not understood, accompanied by an English translation from an accredited translator.
  › Firearms licence issued under law (All States)
  › Defence Force Identity card (excluding spouse cards)

IDENTIFICATION FOR INDIVIDUALS/ DIRECTORS/ TRUSTEES

COMPULSORY

ACCEPTABLE DOCUMENTATION IDENTIFICATION STANDARD (CONTINUED)   2.2

PART B

2 x Primary Non Photographic Identification

- Birth certificate or birth extract issued by an Australian State or Territory
- Birth certificate issued by a foreign government, the United Nations or an agency of the UN
  – if written in language not understood, accompanied by an English translation from an accredited translator
- Citizenship certificate issued by the Commonwealth
- Citizenship certificate issued by a foreign government
  – if written in language not understood, accompanied by an English translation from an accredited translator
- A pension card issued by Centrelink that entitles the person whose name the card is issued, to financial benefits

PART C

1 x Primary Non Photographic (Refer PART B above) and 1 x Secondary Identification)

- A notice that was issued to an individual by a the Commonwealth, State or Territory within the preceding 12 months which;
  – contains the name of the person and his or her residential address: and
  – records the provision of financial benefits to the individual under a law of the Commonwealth, State or Territory
- Taxation Notice issued to individual within the preceding 12 months which contains the name of the individual and his or her residential address
- A notice that was issued by a local government or utilities provider e.g. gas, electricity, water, rates with the preceding 3 months that:
  – contains the name of the person and his or her residential address: and
  – records the provision of services by the local government body or utilities provider to that address or to that person
- For those individuals under 18, a notice issued by a School Principal within preceding 3 months with name and address of the person and the period of time the person attended the school
- Drivers licence issued overseas
- Security Guard / Crowd Safety Officer Identity Card

CommSec ◆ CLIENT AGREEMENT FORM

ACCOUNT DETAILS

COMPULSORY

| APPLICANT DETAILS | 3.1 |

APPLICANT 1 / DIRECTOR 1 / TRUSTEE 1

CLIENT ID

TITLE

SURNAME

FULL GIVEN NAME

OTHER NAMES COMMONLY KNOW BY (if any)

DATE OF BIRTH

DD / MM / YYYY

TAX FILE NUMBER

RESIDENTIAL ADDRESS (must be an Australian address not a PO Box)

STATE   POSTCODE

POSTAL ADDRESS (if different from above)

STATE   POSTCODE

PHONE NUMBERS (please tick preferred contact number)**

(   ) HOME ☐   (   ) WORK ☐

(   ) MOBILE (compulsory) ☐   (   ) FAX

EMAIL**

Are you a Sole Trader?   ☐ No   ☐ Yes (if Yes, please provide further details below)

BUSINESS NAME (IF ANY)

A.B.N.

APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2

CLIENT ID

TITLE

SURNAME

FULL GIVEN NAME

OTHER NAMES COMMONLY KNOW BY (if any)

DATE OF BIRTH

DD / MM / YYYY

TAX FILE NUMBER

RESIDENTIAL ADDRESS (must be an Australian address not a PO Box)

STATE   POSTCODE

POSTAL ADDRESS (if different from above)

STATE   POSTCODE

PHONE NUMBERS (please tick preferred contact number)**

(   ) HOME ☐   (   ) WORK ☐

(   ) MOBILE (compulsory) ☐   (   ) FAX

EMAIL**

** As a minimum, please provide a valid email address and mobile phone number

ACCOUNT DETAILS (CONTINUED)

COMPULSORY

COMPANY APPLICANT

3.2

If you are a Company Applicant, you must also complete Section 3.1 with Director 1 and/or Director 2 details

COMPANY NAME

A.C.N

REGISTERED ADDRESS (PO Box is not acceptable)

	STATE	POSTCODE

PRINCIPAL PLACE OF BUSINESS (if same as registered office, write 'as above')

	STATE	POSTCODE

POSTAL ADDRESS (if same as registered office, write 'as above')

	STATE	POSTCODE

A.B.N.

TAX FILE NUMBER

Additional information required if the Company does not have an existing Commonwealth Bank account, Credit Card, CommSec account

Type of Company (tick the box that is applicable)　☐ Domestic Proprietary　　☐ Domestic Public

Is the Company operating as a charity?　　☐ YES　　☐ NO

If Yes, please complete the following question

WHAT IS THE OBJECTIVE/PURPOSE OF THE CHARITY?

FOR PROPRIETARY COMPANY ONLY

Additional Directors

Provide the full names of **ALL** additional directors of the company that are not listed as an Applicant/s. If there are more than 3 additional directors, please photocopy this page and fill out details for each additional director. Then attach the additional form/s to your application.

DIRECTOR 1

TITLE	GIVEN NAME(S)	SURNAME

DIRECTOR 2

TITLE	GIVEN NAME(S)	SURNAME

DIRECTOR 3

TITLE	GIVEN NAME(S)	SURNAME

ACCOUNT DETAILS (CONTINUED)

COMPULSORY

COMPANY APPLICANT (CONTINUED)   3.2

SHAREHOLDER DETAILS

Provide details of **ALL** individuals who are beneficial owners through one or more (direct or indirect) shareholdings of more than 25% of the company's issued capital.

SHAREHOLDER 1

TITLE   GIVEN NAME(S)   SURNAME

RESIDENTIAL ADDRESS

| | STATE | POSTCODE |

SHAREHOLDER 2

TITLE   GIVEN NAME(S)   SURNAME

RESIDENTIAL ADDRESS

| | STATE | POSTCODE |

SHAREHOLDER 3

TITLE   GIVEN NAME(S)   SURNAME

RESIDENTIAL ADDRESS

| | STATE | POSTCODE |

TRUST SUPERANNUATION FUND DETAIL   3.3

Individual(s) as trustees operating on the account: you must also complete Section 3.1 with Trustee 1 and/or Trustee 2 details

Company as a trustee operating on the account: you must also complete Section 3.1 with Director 1 and/or Director 2 details and section 3.2 with your company details

TRUST NAME

Please provide a shortened version for the full Name of the Trust (above) to within a 23 character limit.

A.B.N. (if applicable)   BUSINESS NAME (IF ANY) OF THE TRUSTEE OF THE TRUST

TAX FILE NUMBER

Additional information required if the Trust/Superannuation Fund does not have an existing Commonwealth Bank account, Credit Card, CommSec account

What types of trust is it?   ☐ Super   ☐ Deceased Estate   ☐ Family   ☐ Other

Is there a Trust Deed?   ☐ Yes   ☐ No

If 'yes', please provide an original **CERTIFED** photocopy of the front page of the Trust Deed containing the trust name. For a list of eligible person who are allowed to certify documents refer to the instructions for using this on page 4-5.

ACCOUNT DETAILS (CONTINUED)

TRUST SUPERANNUATION FUND DETAIL   3.3

Is the trust operating as a charity?   ☐ Yes   ☐ No

If Yes, please complete the following question

WHAT IS THE OBJECTIVE/ PURPOSE OF THE CHARITY?

Has the trust been established in Australia?   ☐ Yes   ☐ No

If No, please complete the following 3 questions

COUNTRY WHERE THE TRUST WAS ESTABLISHED

OBJECTIVE OF THE TRUST

PURPOSE OF SEEKING THIS SERVICE WITH COMMSEC

TRUSTEE DETAILS   3.4

How many trustees are there?   ☐

For individuals and trustee companies please provide full name and address of each trustee.

Note: All trustee names and addresses are required.

For an Individual Trustee section 3.1 must be completed if you are to operate on the account.

For Company Trustee identification please complete section 3.2. In case of a Company Trustee, the Director(s)/ Secretary operating on the accounts are required to be identified in accordance with individual requirements.

TRUSTEE 1

THE FULL NAME OF INDIVIDUAL OR COMPANY

RESIDENTIAL ADDRESS (can not be PO BOX)

STATE	POSTCODE

TRUSTEE 2

THE FULL NAME OF INDIVIDUAL OR COMPANY

RESIDENTIAL ADDRESS (can not be PO BOX)

STATE	POSTCODE

TRUSTEE 3

THE FULL NAME OF INDIVIDUAL OR COMPANY

RESIDENTIAL ADDRESS (can not be PO BOX)

STATE	POSTCODE

If there are more trustees, provide details on a separate sheet

ACCOUNT DETAILS (CONTINUED)

COMPULSORY

IDENTIFICATION OF TRUSTEE COMPANY 3.5

IF THE TRUSTEE IS A COMPANY, PLEASE ALSO COMPLETE SECTION 3.2 AND 3.3 (IF APPLICABLE)

BENEFICIARY DETAILS 3.6

Complete the full name of each beneficiary of the trust or the type of membership class.

The full name of each beneficiary or the type of membership class
BENEFICIARIES

TITLE	GIVEN NAME(S)	SURNAME

TITLE	GIVEN NAME(S)	SURNAME

TITLE	GIVEN NAME(S)	SURNAME

OR

MEMBERSHIP CLASSES

Provide details of the membership class/es (eg. unit holders, family members of named person)

If there are more beneficiaries, provided details on a separate sheet.

SECTION 4

FINANCIAL INFORMATION

COMPULSORY

Have you had experience in trading equities or derivatives in the past? ☐ Yes ☐ No

If Yes, how long have you been trading equities or derivatives?

Have you ever been declared Bankrupt? ☐ Yes ☐ No

If Yes, please provide details

Have you had or are there currently any default judgements against you or the entity applying for this account? ☐ Yes ☐ No

If Yes, please provide details

FINANCIAL INFORMATION (CONTINUED)

STATEMENT OF ASSETS AND LIABILITIES (STRICTLY PRIVATE AND CONFIDENTIAL)

APPLICANT 1/ DIRECTOR 1/ TRUSTEE 1

Occupation

Employer/business   Annual income (gross) $

Assets held in personal or company name

Property Location		$
Date purchased	/ / Price paid	$
Other real estate	Number of properties	$
Cash at bank		$
Listed shares		$
Other assets		$

Liabilities   Total Assets **(A)** $

Property mortgage(s)	$
Line of credit	$
Other debts outstanding	$

Total Liabilities **(L)** $

Net value **(A – L)** $

APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2

Occupation

Employer/business   Annual income (gross) $

Assets held in personal or company name

Property Location		$
Date purchased	/ / Price paid	$
Other real estate	Number of properties	$
Cash at bank		$
Listed shares		$
Other assets		$

Liabilities   Total Assets **(A)** $

Property mortgage(s)	$
Line of credit	$
Other debts outstanding	$

Total Liabilities (L) $

Net value **(A – L)** $

DIRECT DEBIT / CREDIT

Form of Request for debiting amounts to accounts through the Bulk Electronic Clearing System (BECS).
When you wish to deposit funds to your ASX CFD account we can arrange a Direct Debit from your bank account. By completing this Direct Debit Request you authorise CommSec to both direct debit and direct credit your account.

ACCOUNT HOLDER 1

SURNAME / COMPANY NAME

GIVEN NAMES / ABN

ACCOUNT HOLDER 2

SURNAME / COMPANY NAME

GIVEN NAMES / ABN

authorise and request Commonwealth Securities Limited to arrange for funds to be debited from your account at the financial institution identified below and as prescribed below through BECS. This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement in Section 10.

Details of account to be debited

BANK NAME

BANK ADDRESS (PO Box is not acceptable)

| | STATE | POSTCODE |

BANK STATE BRANCH (BSB)   ACCOUNT NUMBER   ACCOUNT NAME (EG MR JOHN BROWN)

Note: *Direct debiting is not allowed on the full range of accounts. If in doubt, please refer to your bank.*
You authorise the following:
CommSec to verify the details of the account with your financial institution
The financial institution to release information allowing CommSec to verify the account details.

APPLICANT 1/ DIRECTOR 1/ TRUSTEE 1 NAME (Please print)

APPLICANT 1/ DIRECTOR 1/ TRUSTEE 1 SIGNATURE

✗

DATE

DD / MM / YYYY

APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2 NAME (Please print)

APPLICANT 2 / DIRECTOR 2 / TRUSTEE 2 SIGNATURE

✗

If the bank account is in joint names, both account holders must sign.

INITIAL CONTRIBUTION AND METHOD OF PAYMENT   5.1

Please indicate your initial contribution amount (minimum AUD5,000)

$

Please indicate your method of payment

☐ **Cheque**   Cheques should be made payable to Commonwealth Securities Ltd and enclosed with this completed Client Agreement

☐ **Direct debit** We will debit the bank account you nominate in Section 5 of this Client Agreement automatically when the account is opened.

ADDITIONAL SIGNATORIES
OPTIONAL

Only applicants wishing to authorise an additional signatory to access the account applied for in this application and act on their behalf to complete this section

ADDITIONAL SIGNATORIES PERSONAL DETAILS

TITLE

SURNAME

FULL GIVEN NAME

OTHER NAMES COMMONLY KNOW BY (if any)

GENDER ☐ Male ☐ Female

DATE OF BIRTH
DD / MM / YYYY

COMPANY NAME

RESIDENTIAL ADDRESS (must be an Australian address not a PO Box)

STATE   POSTCODE

POSTAL ADDRESS (if different from above)

STATE   POSTCODE

PHONE NUMBERS (please tick preferred contact number)**

(   ) HOME ☐   (   ) WORK ☐

(   ) MOBILE (compulsory) ☐   (   ) FAX

EMAIL**

SIGNATURE

DATE
DD / MM / YYYY

✗

Refer to ASX CFD Client Agreement Terms & Conditions Section 9 for details

ADVISER DETAILS AND DECLARATION
COMPULSORY FOR FINANCIAL ADVISERS

ADVISER'S NAME

AUTHORISED REPRESENTATIVE OF (Australian Financial Services Licencee)

STREET ADDRESS

STATE   POSTCODE

POSTAL ADDRESS

STATE   POSTCODE

PHONE NUMBERS (please tick preferred contact number)**

(   ) HOME ☐   (   ) WORK ☐

(   ) MOBILE (compulsory) ☐   (   ) FAX

ADVISER DETAILS AND DECLARATION
COMPULSORY FOR FINANCIAL ADVISERS

BUSINESS ADVISER STAMP

PREFERRED ADDRESS

If you do not have a Client Adviser Number (CAN), you must supply your date of birth and Authorised Representative Number. If you do not have an Authorised Representative Number, you must supply an Authorised Representative Certificate from your dealer group.

CLIENT ADVISER NUMBER

OR

DATE OF BIRTH

DD / MM / YYYY

AND

AUTHORISED REPRESENTATIVE NUMBER

ADVISER DECLARATION

I declare that:

1. I hold or I am an Authorised Representative of an entity that holds, a current Australian Financial Services Licence and that no application has been made or is pending to vary, amend or remove this licence;

2. I certify that the information provided on the Applicant/Borrower is correct and consistent with my understanding of the Applicant's financial position.

ADVISER VERIFICATION PROCEDURE

IMPORTANT:

☐ Attach a legible certified copy of the ID documentation used to verify the individual (and any required translation).

☐ Alternatively, if agreed between your licensee and the product issuer, complete the ID Document Details below, and **DO NOT** attach copies of the ID Documents.

ID Document Details	**Document 1**		**Document 2**	
Verified From	☐ Original	☐ Certified Copy	☐ Original	☐ Certified Copy
Document Type (eg passport)				
Issue Date	/ /		/ /	
Expiry Date	/ /		/ /	
Document Number				
Accredited English Translation	☐ N/A	☐ Sighted	☐ N/A	☐ Sighted

SECTION 1D: FINANCIAL PLANNER DETAILS – IDENTIFICATION AND VERIFICATION CONDUCTED BY:

Date Verified   /   /

Financial Planner's Name Phone No.   (   )

AFS Licensee Name AFSL No.

SIGNATURE OF AUTHORISED AGENT   DATE

✗   DD / MM / YYYY

Refer to ASX CFD Client Agreement Terms and Conditions Section 9 for details

ACKNOWLEDGEMENT AND SIGNATURES

I/We have read and accept the standard ASX Contracts for Difference Client Agreement and the CommSec Direct Debit Service Agreement.

I/We warrant that the Statement outlined under Section 4 (Statement of Assets and Liabilities) is a true and accurate statement of my/our financial situation and I/We acknowledge that CommSec may rely on this statement in assessing my/our potential ability to meet any obligations that may arise under the client agreement between myself/ourselves and CommSec. I/We also acknowledge that the above statement will be used by CommSec solely for this purpose and will not be used by CommSec to assess my/our personal objectives, financial situation and needs for the purposes of any advice given by CommSec. In other words, I/We acknowledge that the provision by me/us of this information does not mean that any advice given to me/us by CommSec will constitute personal advice within the meaning of the Corporations Act (refer to clause 36 of the Client Agreement).

In the case of an applicant which is a company CommSec may require provision of a Guarantee and Indemnity, in the form CommSec requires, of the obligations of the company under the ASX Contracts for Difference Client Agreement, where the notional liability under open positions exceeds or is likely, in CommSec's view, to exceed, AUD3million. The Guarantee and Indemnity may be called for at any time. If at time of application it is considered a company applicant is likely to be trading at these levels CommSec should be advised so that the appropriate documentation can be completed to avoid delays at time of trading.

I/We have read and understood the section relating to privacy in the ASX CFD Product Disclosure Statement. I/We acknowledge and consent to the use and disclosure of my/our personal information as outlined in that section.

☐ Tick this box if you do not want to receive any promotional material from CommSec (including information about Initial Public Offers).

INDIVIDUAL ACCOUNT (AND TRUST ACCOUNTS WHERE THE INDIVIDUAL IS THE TRUSTEE)   8.1

NAME (please print)

SIGNATURE

✗

DATE

DD / MM / YYYY

JOINT/PARTNERSHIP ACCOUNT (AND TRUSTS WHERE TWO OR MORE INDIVIDUALS ARE TRUSTEES)   8.2

NAME (please print)

SIGNATURE

✗

DATE

DD / MM / YYYY

NAME (please print)

SIGNATURE

✗

Please note: for joint accounts, partnership accounts, and Trust accounts where two or more individuals are Trustees, all parties must sign.

SOLE DIRECTOR COMPANY ACCOUNT   8.3

I execute this agreement in the capacity of sole director and sole secretary of this company.

NAME OF SOLE DIRECTOR (please print)

SIGNATURE

✗

DATE

DD / MM / YYYY

CORPORATE ACCOUNT (AND TRUST ACCOUNTS WHERE THE TRUSTEE IS A CORPORATION)   8.4

SIGNED FOR AND ON BEHALF OF:

NAME OF COMPANY

NAME OF DIRECTOR (please print)

SIGNATURE

✗

DATE

DD / MM / YYYY

NAME OF DIRECTOR / SECRETARY (please print)

SIGNATURE

✗

BANK USE ONLY The terms contained above are confirmed and accepted by Commonwealth Securities Limited for itself and on behalf of Commonwealth Bank of Australia

NAME (please print)

AUTHORISED SIGNATORY FOR:

✗

DATE

DD / MM / YYYY

ASX CFD CLIENT AGREEMENT TERMS AND CONDITIONS

The person or persons identified in Section 3 (and where more than one is identified, those persons jointly and severally) ("Client")

Background

The Client wishes to deal in the ASX Contract For Difference offered by CommSec on the following terms

it is hereby agreed and acknowledged as follows:

1.   Interpretation

a) In this Agreement:

"**Additional Margin**" means additional amounts required to be deposited by Client with CommSec by 2pm the next Business Day or such earlier time as specified by CommSec;

"**ASIC Market Integrity Rules**" means the ASIC Market Integrity Rules (ASX 24 Market) 2010;

"**ASX**" means Australian Securities Exchange Limited or any of its Related Bodies Corporate;

"**ASX Clear (Futures)**" means the clearing facility and central counterparty for all futures, options and ASX Listed CFDs in interest rate, equity, energy and commodity products that are traded on ASX.

"**ASX 24**" means the trading platform that ASX CFDs are traded on.

"**ASX 24 Operating Rules**" means the operating rules of the ASX 24.

"**ASX CFD**" means an exchange traded equity, index, foreign currency pair or commodity contract for difference;

"**ASX Equity CFD**" means an ASX CFD where the Contract Security is a share in a company listed on an Exchange;

"**ASX Index CFD**" means an ASX CFD for which the Contract Security is an index;

"**ASX FX CFD**" means an ASX CFD replicating the relationship between two Foreign Currencies, or between AUD and a Foreign Currency;

"**AUD**" means the lawful currency of the Commonwealth of Australia;

"**Authorised Person**" means a person authorised pursuant to clause 15 to bind the Client under this Agreement;

"**Business Day**" means a day (other than a Saturday or Sunday or public holiday) on which banks and foreign exchange markets are or will be open for business in Sydney;

"**Client's account**" means the account established under clause 3(a);

"**Closing Date**" means, in relation to an ASX CFD, the date on which the ASX CFD is closed in accordance with this Agreement;

"**Closing Price**" means the price of the Contract at which it is closed;

"**Closing Value**" means the Closing Price multiplied by the Contract Quantity;

"**Conditional Order**" means any standing instruction to CommSec to place an order to enter into or close an ASX CFD at a particular price level if another particular price level is reached;

"**Confirmation**" means, in relation to any ASX CFD, one or more documents or other confirming evidence exchanged between CommSec and the Client, confirming all of the terms of the ASX CFD;

"**Contract**" means a Transaction identified in the Confirmation as an "ASX Contract for Difference" or "ASX CFD";

"**Contract Currency**" is the currency in which an ASX Equity, Index or Commodity CFD is denominated. For the ASX FX CFD, it is the second currency quoted in a currency pair;

"**Contract Interest Rate**" means the interest rate set from time to time by the ASX, calculated by reference to the benchmark interest rate of the Contract Currency of the ASX CFD, which benchmark interest rate is listed at asx.com.au/cfd;

"**Contract Price**" means the current price of the ASX CFD;

"**Contract Quantity**" means the number of Contract Securities to which the ASX CFD relates;

"**Contract Security**" means an underlying reference security, commodity or index that forms the subject of ASX CFDs other than the ASX FX CFD;

"**Contract Value**" means the Contract Price multiplied by the Contract Quantity;

"**Currency Ledger**" has the meaning given in clause 3(f);

"**Daily Settlement Price**" means the price of an ASX CFD as determined by ASX at the close of the Trading Day;

"**Deal**" has the meaning given in the Corporations Act 2001 (Cth);

"**Default Event**" means any of the events referred to and described in clause 16;

"**Designated Price Maker**" means a market maker approved by ASX and whose role is to provide liquidity in the market for ASX CFDs;

"**Exchange**" means, in relation to a Contract Security, any financial market on which the Contract Security is able to be traded;

"**Exchange Rate**" means in relation to any currency, the foreign exchange rate published by Commonwealth Bank of Australia from time to time;

"**Foreign Currency**" means any currency other than AUD;

"**Franking Credit Cashflow**" means, in relation to an ASX Equity CFD, the monetary equivalent of a declared franking credit referable to a dividend, and adjusted for the percentage of net short open positions held by Designated Price Makers at close of the trading on the last cum dividend date for the Contract Security;

"**Free Equity**" means the GLV of an ASX CFD Currency Ledger account, less any Margin. It does not include any intra-day brokerage or fees that may be payable. It is calculated separately for each Currency Ledger;

"**Gross Liquidation Value**" or "**GLV**" means the balance of an ASX CFD Currency Ledger if all Contracts in that currency were closed out, not including brokerage or other fees incurred when closing the positions. It is calculated without reference to any other Currency Ledger;

"**Initial Margin**" means an amount required to be deposited by the Client with CommSec under clause 13(a);

"**Long Party**" means the party identified as having notionally bought the Contract Security or the Opposing Currency;

"**Margin**" means Additional Margin, Initial Margin, Variation Margin or any of them;

"**Opening Contract Value**" means the initial Contract Value if the Contract is opened during the Trading Day, or otherwise the Contract Value at the most recent Daily Settlement Price;

"**Open Interest Charge**" means the daily fee charged by ASX to the Client for the holding of an open Contract position;

"**Opening Price**" means the price at which the Contract is opened;

"**Opposing Currency**" means in relation to an ASX FX CFD, the first currency quoted in a currency pair;

"**Participant**" means a participant of any type admitted under the ASX 24 Operating Rules;

"**Proscribed Person**" means a person who appears to us either:

a)   to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);

b)   to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;

c)   to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or

d)   act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

"Related Bodies Corporate" has the same meaning given to that term in the Corporations Act 2001(Cth);

"Short Party" means the party identified as having notionally sold the Contract Security or the Opposing Currency;

"Trading Day" means a day on which the ASX CFD market is open for trading;

"Transaction" means an ASX CFD made between the Client and CommSec and any other transaction which both parties agree shall be a Transaction;

"Variation Margin" means the amount representing profit or loss for the Client under an ASX CFD;

"Yield Cashflow" means the interest amount determined from time to time by the ASX and calculated by reference to the applicable benchmark Contract Interest Rate of the currency applicable for the Yield Cashflow, which benchmark interest rate is listed at asx.com.au/cfd; and

"Yield Currency" means, in relation to an ASX FX CFD, the Opposing Currency to the Contract Currency.

b) The Client acknowledges that an ASX CFD in which CommSec is prepared to Deal is closed out without a physical exchange of the Contract Security, that is, cash settled.

c) The Client acknowledges that the term of each ASX CFD continues until the Closing Date.

d) The Client acknowledges having received and read a copy of the booklet issued by the ASX and entitled "Understanding ASX CFDs".

e) If the Client comprises more than one person this Agreement binds each of them jointly and severally.

f) Headings are for convenience only and shall not affect the construction of this Agreement.

g) The singular includes the plural and vice versa.

2. ASX 24 Operating Rules and ASIC Market Integrity Rules govern

The Client and CommSec are bound by the ASX 24 Operating Rules, ASIC Market Integrity Rules and the customs, usages and practices of the ASX's markets.

3. Account Opening

a) CommSec upon accepting the Client's application will establish an account in the Client's name.

b) All monies deposited to the credit of that account shall be paid into a client segregated bank account established, maintained and designated as such by CommSec with its bank.

c) Where two or more natural persons and no other are named as the Client the account shall be established in their names as joint holders unless they specifically advise otherwise.

d) CommSec may pay interest on client segregated funds held by CommSec at a rate agreed between CommSec and the Client from time to time (and, in the absence of such Agreement, the rate determined by CommSec and last notified to the Client).

e) The Client acknowledges that individual client accounts are not separated from each other within the clients' segregated account and that the client segregated account provisions may not insulate an individual client's funds from a default in the client segregated account.

f) The Client after deposit of AUD to the Client's account may arrange for the crediting of funds in a Foreign Currency to a Currency Ledger in the Client's account, subject to the provisions of clause 28.

4. Contract Formation and Registration

a) The Client may provide an instruction to enter into a Contract on the basis of quotes provided to he, she or it however CommSec is generally under no obligation to accept the Client's instruction, and without limitation, is not obliged to accept the Client's instruction to enter into a Contract:

i) if the Client has exceeded or would exceed a limit applying to the Client under clause 4(f); or

ii) until CommSec has received the Initial Margin required in respect of that ASX CFD, in cleared funds.

b) The Initial Margin required, and as described in clause 13 in respect of an ASX CFD (if not already received from the Client by CommSec) shall be payable upon CommSec accepting the Client's instruction to enter into the ASX CFD.

c) If CommSec accepts the Client's instruction to enter into an ASX CFD, and a Transaction is executed, CommSec will issue to the Client a Confirmation of that ASX CFD after it has been entered into, but failure by CommSec to issue a Confirmation will not prejudice or affect that ASX CFD. CommSec will not have any liability as a result of an inadvertent failure to issue a Confirmation. If CommSec decides not to accept the Client's instruction to enter into an ASX CFD, CommSec will advise the Client of that decision promptly. The Client authorises CommSec to provide a single Confirmation for an order, specifying the average price per Contract where Contracts are acquired or disposed of in a series of transactions relating to the order.

d) The Client undertakes to examine the terms of each Confirmation in respect of an ASX CFD immediately upon receipt and unless within 48 hours of issue of a Confirmation the Client notifies CommSec of any disputed detail in the Confirmation, the Client agrees that the contents of the Confirmation, in the absence of error, will be conclusive evidence of the executed Transaction. Upon receipt within those 48 hours of written notice as to a disputed detail, CommSec will investigate the matters disputed and the Client will cooperate with CommSec in good faith to resolve the dispute. The Client will, despite any such dispute, continue to satisfy the Client's obligation to pay any calls for Additional Margin made by CommSec in respect of the relevant ASX CFD as if the details contained in the Confirmation were correct and not the subject of dispute.

e) The Client acknowledges that all debits and credits in respect of the Client's ASX CFD account, from and to the Client's bank account, are made in AUD only.

f) CommSec may, in its absolute discretion, limit the value of ASX CFDs the Client may have outstanding under this Agreement:

i) beyond which if the Client wishes to enter into any further ASX CFDs, the Client must seek and obtain risk approval from CommSec; and

ii) beyond which the Client may not enter into any further ASX CFDs whatsoever; and

iii) CommSec may vary this limit at any time by notice to the Client.

g) The Client acknowledges that the Client may only place with CommSec a Conditional Order if permitted to do so by CommSec.

h) Any benefit or right obtained by CommSec upon registration of a contract with ASX Clear (Futures) by way of assumption of liability of the ASX Clear (Futures) under any Contract or any other legal result of such registration is personal to CommSec and the benefit of such benefit or right does not pass to the Client.

i) In relation to all trades conducted on the ASX 24 by CommSec and all Contracts registered by or for CommSec with ASX Clear (Futures) the Client has no rights whether by way of subrogation or otherwise, against any person or corporation other than CommSec.

5. Payments after mark to market

a) Following the close of each Trading Day during the term of an ASX CFD, ASX Clear (Futures) will determine the Daily Settlement Price of each ASX CFD together with the Contract Value of the ASX CFD.

ASX CFD CLIENT AGREEMENT TERMS AND CONDITIONS

b) If the Contract Value determined under clause 5(a) is higher than the Contract Value determined by ASX Clear (Futures) in respect of the previous Trading Day, then if the Client is a Short Party, the Client's account will be debited with an amount equal to the Variation Margin, and if the Client is a Long Party, the Client's account will be credited with an amount equal to the Variation Margin.

c) If the Contract Value determined under clause 5(a) is lower than the Contract Value determined by ASX Clear (Futures) in respect of the previous Trading Day, then if the Client is a Short Party, the Client's account will be credited with an amount equal to the Variation Margin, and if the Client is a Long Party, the Client's account will be debited with an amount equal to the Variation Margin.

6. Dividends

a) If the Client is a Long Party, of an ASX Equity CFD or ASX Index CFD, at close of trading on the last cum dividend date of the Contract Security or the physical share in the reference index, the Client's account will be credited with an amount equal to the dividend (excluding any franking credits) payable to a holder of the Contract Security (or, in the case of an ASX Index CFD, an amount referable to the weight of the physical share in the reference index) multiplied by the Contract Quantity on the ex-dividend date.

b) If the Client is a Short Party, of an ASX Equity CFD or ASX Index CFD, at close of trading on the last cum dividend date of the Contract Security or the physical share in the reference index, the Client's account will be debited with an amount equal to the dividend (excluding any franking credits) payable to a holder of the Contract Security (or, in the case of an ASX Index CFD an amount referable to the weight of the physical share in the reference index) multiplied by the Contract Quantity on the ex-dividend date.

7. Franking Credit Cashflow

a) If the Client is a Long Party, of an ASX Equity CFD, at close of trading on the last cum dividend date of the Contract Security, the Client's account will be credited with the Franking Credit Cashflow on the first Trading Day following the ex-dividend date of the applicable Contract Security.

b) If the Client is a Short Party, of an ASX Equity CFD, at close of trading on the last cum dividend date of the Contract Security, the Client's account will be debited to the extent of the Franking Credit Cashflow on the first Trading Day following the ex-dividend date of the applicable Contract Security.

8. Yield Cashflow

a) In the case of an ASX FX CFD, if the Client is a Long Party, the Client's account will be credited with the Yield Cashflow on the next Trading Day.

b) In the case of an ASX FX CFD, if the Client is a Short Party, the Client's account will be debited with the Yield Cashflow on the next Trading Day.

9. Closing a Contract

a) The Client may at any time give CommSec by telephone or otherwise notice of the Client's wish to close any ASX CFD (whether in whole or part) and the proportion of the ASX CFD that the Client wishes to close.

b) Following receipt and acceptance of the Client's instruction to close an ASX CFD, CommSec will use reasonable endeavours to enter the order in the market as instructed by the Client. If the Client order is executed, the ASX CFD (or if applicable, the relevant portion of the ASX CFD) will be closed on the Closing Date.

c) At close of trading on the Closing Date, the difference (if any) between the Closing Value and the Contract Value of the ASX CFD (or that part of it closed under clause 9(b)) will be accounted for as follows:

i) if the Closing Value is greater than the Opening Contract Value, the Long Party is credited with the Variation Margin, and the Short Party is debited with the Variation Margin; and

ii) if the Closing Value is less than the Opening Contract Value, the Long Party is debited with the Variation Margin, and the Short Party is credited with the Variation Margin.

d) If a company, whose security is the Contract Security of an ASX Equity CFD becomes externally administered within the meaning of the Corporations Act the ASX CFD is taken to have been closed at that time. The Closing Price shall be determined by ASX Clear (Futures) who may have regard to any factors it considers appropriate including, for example, the last traded price of the Contract Security.

e) Without limiting clause 9(f), if any of the Contract Securities relating to an ASX Equity CFD cease to be listed for quotation on an Exchange, or are suspended from quotation for 5 consecutive Business Days, the Client acknowledges ASX Clear (Futures) may, in its absolute discretion, elect to terminate the relevant ASX Equity CFD by notice to CommSec. If ASX Clear (Futures) so elects then the Closing Date will be the date on which CommSec notifies the Client of the election by ASX Clear (Futures).

f) The Client acknowledges that where ASX Clear (Futures) determines that the Closing Value of an ASX CFD cannot be calculated on the Closing Date for any reason, the Closing Value will be the value determined by ASX Clear (Futures) in its sole discretion.

g) If at any time trading on an Exchange is suspended or halted in any Contract Security, the Client acknowledges ASX Clear (Futures) will, in determining the Closing Value of an ASX CFD at its discretion, have regard to the last traded price before the time of suspension or halt.

h) The Client acknowledges determinations and calculations made by ASX Clear (Futures) pursuant to this Agreement will be binding on the Client in the absence of error.

10. Settlement of positions

a) All payments to be made by a party in respect of any ASX CFD must be made in accordance with this clause 10.

b) When Variation Margin is paid in accordance with clause 5, or an ASX CFD is closed out in accordance with clause 9:

i) CommSec will credit to the applicable Currency Ledger(s) on the Client's account any amount payable by CommSec to the Client; or

ii) CommSec will debit to the applicable Currency Ledger(s) on the Client's account any amount payable by Client to CommSec or, if there is a shortfall, the Client must pay to CommSec any amount payable in cleared funds by 2 pm Sydney time the next Business Day (or by an earlier time, if CommSec determines).

c) If the Client has requested payment of any money owed to the Client under this clause 10, CommSec will deduct that money from the Client's account and pay it to the Client in such manner as may be agreed between CommSec and the Client. If the Client has not requested payment of any money so owed to the Client it will be retained in the Client's account.

d) CommSec may set off any money owed to the Client under this Agreement or any other agreement against any money owed by the Client under this Agreement or any other agreement.

11. Adjustments

a) If any Contract Security becomes subject to possible adjustment as the result of any of the events set out in this clause 11(a), the Client acknowledges ASX Clear (Futures) will determine the appropriate adjustment, if any, to be made to the Contract Value

of that Contract Security and/or the related Contract Quantity to place the parties in substantially the same economic position they would have been in had the event not occurred. The adjustment will take effect as at the time determined by ASX Clear (Futures). The events to which paragraph (a) of this clause refers are the declaration by the issuer of the Contract Security of the terms of any of the following:

i)   a subdivision, consolidation or reclassification of shares, or a free distribution of shares to existing holders by way of bonus, capitalisation or similar issue;

ii) a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares, in any case for payment (in money cash or money's worth) at less than the prevailing market price per share as determined by ASX Clear (Futures);

iii) any event in respect of the shares analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the market value of the shares; and

iv) any other event in respect of which ASX Clear (Futures) (in its absolute discretion) decides an adjustment is appropriate.

b)   If at any time a take-over offer is made in respect of a Contract Security, then at any time prior to the closing date of such offer, the Client acknowledges ASX Clear (Futures) may close the ASX CFD.

c)   Without limiting clause 11(a), if at any time an event occurs, ASX Clear (Futures) may determine (in its absolute discretion) that it is not reasonably practicable to make an adjustment under clause 11(a).

d)   Any reference to "offer", "take-over" and "closing date" in this clause shall have the meanings given to them in the Corporations Act 2001(Cth).

12.   Interest charges on open Contracts

a)   If the Client is a Long Party, interest is payable daily by the Client, or if the Client is a Short Party, interest is receivable daily by the Client, in either case from the date the ASX CFD is entered in to until the Closing Date, at the Contract Interest Rate.

b)   Interest payments shall be settled by CommSec on each day by debiting or crediting the Client's account with the Contract Interest depending whether the Client is a Long Party or a Short Party. In the event that there is insufficient Free Equity in the Currency Ledger on the Client's account, the Client acknowledges that any amount due under this clause is a debt due and owing by the Client to CommSec.

13.   Margins

a)   The Client acknowledges that before it is permitted to enter into an ASX CFD, CommSec may require the Client to provide CommSec with cleared funds as an Initial Margin in the applicable currency. Both the amount of such Initial Margin and the time of its call shall be within the absolute discretion of CommSec and CommSec is under no obligation to allow any offset of any Initial Margin requirement. The Client acknowledges that liability to pay the Initial Margin accrues at the time the Client enters into the ASX CFD regardless of when a call is made.

b)   CommSec may at any time in its absolute discretion as to time and amount, acting reasonably, increase the Initial Margin requirements applicable in respect of any ASX CFD and require the Client to deposit with CommSec cash equal to such increase for the purpose of protecting CommSec from the obligation incurred by it in dealing in Contracts on behalf of the Client.

c)   CommSec may at any time in its absolute discretion require the Client to pay Additional Margin by providing CommSec with funds in such amount and currency as CommSec, in its absolute discretion, and without regard necessarily for the aggregate balances of all Currency Ledgers, may determine for the purpose of protecting CommSec from the obligation incurred by it in dealing in Contracts on behalf of the Client.

d)   If CommSec makes a call for Additional Margin the Client must pay the amount of Margin called by 2pm the next Business Day or such earlier time as specified by CommSec.

e)   In all respects, time shall be of the essence for all payment obligations of the Client.

f)   CommSec shall have sole absolute and unfettered discretion, as to the exercise of any power or right under this clause 13, including, without limitation, the calling of Margin. The Client acknowledges that liability to pay Margin accrues at the time the Margin comes into existence regardless of when a call is made.

g)   Any exercise by CommSec of any power or right under this clause 13, including, without limitation, the calling of Margin, shall be binding on the Client.

h)   Upon CommSec making a Margin call, the Client acknowledges that CommSec may refuse any request by the Client to enter into any further ASX CFD until CommSec has confirmed receipt of the Margin call in cleared funds.

i)   Margin deposited by the Client will not fall due for repayment until the Client's obligations under this Agreement and under or in respect of any other account between CommSec and the Client are satisfied in full. Until this time this Margin will not constitute a debt due from CommSec to the Client nor will the Client have any right to receive payment of these funds.

j)   CommSec may allow the Client to withdraw from the Client's AUD Currency Ledger any Free Equity but a withdrawal will be without prejudice to the provisions of clause 13(i) in respect of the balance of any Margin deposited with CommSec.

k)   The Client's liability in respect of calls for Margin is not limited to the amount, if any, deposited with CommSec.

l)   The Client acknowledges that should the Client fail to meet a Margin call then CommSec may (without prejudice to any other rights or powers under this Agreement) in its absolute discretion, and without creating an obligation to do so, close out, without notice, all or some of the Client's Contracts.

m)   After any closure referred to in clause 13(l) the Client is responsible to pay in cash any deficit owing to CommSec after closure, and if the Client defaults in payment of such deficit CommSec may realise any securities held by CommSec and apply the proceeds against that deficiency, and in addition CommSec may exercise any of its rights set out in clause 17.

14.   Client Representations and Warranties

a)   The Client represents and warrants to CommSec that:

i)   where the Client is a corporation it is not insolvent, no resolution has been passed and no petition has been presented or order made for the Client's winding up or liquidation or the appointment of an administrator or other insolvency official;

ii) where the Client is a corporation, the Client has been and is duly formed under the laws of the place of its formation;

iii) (individual client) the Client is of full age and sound mind and legally competent and no bankruptcy notice has been issued against the Client;

iv) no one except the Client has an interest in the Client's account with CommSec opened for the purposes of this Agreement;

v)   the Client has received from CommSec and read the Product Disclosure Statement relating to this Agreement (if CommSec is required to give them under the Corporations Act 2001(Cth)) prior to executing this Agreement;

vi)   the Client has taken such independent legal and financial advice as the Client considers necessary prior to executing this Agreement;

vii)   the Client has the power and authority to enter into and perform the Client's obligations under this Agreement and to enter into ASX CFDs;

viii)   all authorisations necessary to be obtained by the Client prior to the execution of this Agreement have been obtained;

ix)   in executing and in giving effect to this Agreement the Client does not, and in entering into ASX CFDs the Client will not infringe:

A.   any provision of any deed or other document or agreement to which the Client is a party; or

B.   any law or treaty or any judgment, ruling, order or decree of any governmental agency binding on it.

x)   the Client will not enter into an ASX CFD as or by way of a wager;

xi)   this Agreement is a valid and binding obligation enforceable against the Client in accordance with its terms except to the extent enforceability may be limited by the availability of any equitable remedies or any applicable bankruptcy, insolvency, reorganisation or moratorium or similar laws affecting parties' rights generally; and

xii)   all information provided by the Client to CommSec in relation to this Agreement was true and accurate in all material respects as at the date when the information was provided and remains so at the date of this Agreement and there are no facts or circumstances known to the Client after proper inquiry which have not been disclosed to CommSec and which, if disclosed, might reasonably be expected adversely to affect the decision of a reasonably prudent financial services licensee whether to enter this Agreement.

b)   Where the Client is:

i)   the trustee of a trust, the Client makes the additional representations and warranties in favour of CommSec and agrees to be bound by the additional terms contained in Section 11.1;

ii)   trustee of a Superannuation Fund, the Client makes the additional representations and warranties in favour of CommSec and agrees to be bound by the additional terms contained in Section 11.2;

This clause will apply to the intent that where the Client has more than one of the capacities referred to in subparagraphs (i) and (ii) above, the Client makes the additional representations and warranties in favour of CommSec and agrees to be bound by the additional terms contained in each of the relevant schedules referred to in those paragraphs.

c)   The Client acknowledges that CommSec enters into this Agreement in reliance on these representations and warranties and these representations and warranties survive the entering into of this Agreement and of each ASX CFD.

15.   Additional Signatories/Adviser

a)   CommSec is authorised to act upon the written or verbal instructions of the Client and of each person authorised to instruct CommSec on the Client's account. The persons authorised to instruct CommSec on the Client's account are any of those listed at Section 6 or 7 at the beginning of this Agreement unless otherwise directed in writing to CommSec.

b)   For the purpose of this clause 15, persons may only be authorised in the following circumstances:

i)   the Client is a company, corporation, body

corporate or partnership and the additional signatories/Adviser is an employee or director of the Client;

ii)   the Client is a natural person and the additional signatories a family member and is appointed to act in the temporary absence of the Client; or

iii)   the Adviser holds, or its activities are covered by, an Australian Financial Services Licence, unless the person is exempt from the requirement under the Corporations Act.

c)   The Client may at any time vary its additional signatories/Adviser by notification to CommSec in writing.

d)   CommSec is not obliged to take any action if an instruction is not made by an additional signatories/Adviser nor to enquire as to the identity of any person if it reasonably believes such person is an additional signatories/Adviser.

e)   If CommSec receives an instruction in circumstances where it is reasonable for CommSec to assume it was from an additional signatories/Adviser, CommSec is not liable for any properly performed action or omission by CommSec in reliance on that instruction.

f)   CommSec is not liable in respect of any act or omission by CommSec in reliance on any instruction given or action taken by any person acting or purporting to act on behalf of the Client who is not an additional signatories/Adviser.

g)   This clause 15 shall not apply to the extent the liability arises from the negligence, fraud or dishonesty of CommSec or any of its employees and agents in relation to CommSec's activities as a financial services licensee.

16.   Default Events

It is a Default Event if:

a)   any monies owing by the Client to CommSec under this Agreement (including, without limitation, a Margin call made pursuant to clause 13) or any other agreement or on any account whatsoever are not duly and punctually paid to CommSec or satisfied as and when they become due;

b)   the Client fails to duly and punctually perform and observe any other obligation under this Agreement or any other agreement or on any account whatsoever with CommSec;

c)   any representation made by the Client or on the Client's behalf is incorrect or misleading;

d)   the Client stops payment of the Client's debts or ceases or threatens to cease carrying on business;

e)   the Client enters or proposes to enter into any scheme of arrangement or compromise with the Client's creditors or calls a meeting to discuss a contemplated scheme of arrangement or compromise;

f)   the Client becomes insolvent or a receiver or receiver and manager or administrator is appointed to the Client or any of the Client's assets;

g)   in the case of a Client that is a corporation, a resolution is passed or a petition is presented or an order is made for the Client's winding up or liquidation;

h)   the Client dies or becomes of unsound mind or a bankruptcy notice is issued against the Client;

i)   any security created by any mortgage or charge binding upon the Client or the Client's assets becomes enforceable and the mortgagee or the chargee takes steps to enforce the security;

j)   any guarantee of or security for the Client's obligations is, without the consent of CommSec, withdrawn or becomes defective or insufficient;

k)   the Client's indebtedness becomes immediately due and payable, or capable of being declared due and payable, prior to its stated maturity, by reason of the Client's or any other person's default; and

l)   in the absence of the Client making alternative arrangements, the Client is not contactable by

telephone, by CommSec within twenty-four (24) hours, or by 2pm Sydney time the following day, whichever is the earlier, in order for CommSec to obtain instructions with respect to an ASX CFD.

17. Action following a Default Event

a) If a Default Event occurs, CommSec has the right, provided it acts reasonably to do any one or more of the following:

   i) terminate this Agreement in accordance with clause 20;

   ii) close out all or any of the Client's ASX CFDs on the basis of the Closing Price determined by ASX Clear (Futures);

   iii) treat all or any ASX CFDs as having been terminated by the Client in which case clause 17(d) shall apply;

   iv) review any other agreement or any account between the Client and CommSec for the purpose of protecting the legitimate interests of CommSec;

   v) cancel any outstanding orders in order to close the Client's account or accounts pursuant to which there are monies owing to CommSec or in respect of which account or accounts there are insufficient funds deposited with CommSec and available to it, to satisfy monies owing to CommSec;

   vi) satisfy any obligation the Client may have to CommSec out of any property, money or security belonging to the Client in CommSec's custody or control including, without limitation, by selling any securities lodged by the Client with CommSec and for that purpose to enforce at the Client's expense any asset or security held by CommSec in such manner as it sees fit;

   vii) satisfy any obligation the Client may have to CommSec by transferring from the Client's other accounts, if any, whether carried or managed by CommSec, such funds as may be required for that purpose;

   viii) exercise any other power or right which CommSec may have under this Agreement or in law or equity or take such other action as a reasonably prudent financial services licensee would take in the circumstances.

b) CommSec will not lose any of its rights under this clause 17 by reason of any delay in the exercise of the right and if CommSec does exercise any such right it may do so at any time and in any manner.

c) The Client hereby authorises CommSec, where CommSec exercises its rights under this clause 17, to close out an ASX CFD, at the Client's risk and expense and in the Client's name, in accordance with clause 9, as if the Client had given notice on the date that CommSec exercises its right.

d) Where CommSec exercises its right under clause 17(a)(iii) to treat an ASX CFD as having been terminated by the Client, CommSec will calculate the amount owing by either CommSec or the Client on the basis of the Closing Price determined by ASX Clear (Futures). CommSec shall be entitled to debit from the Client's account liquidated damages of an amount equal to any amount which would have been payable by the Client had the ASX CFD been closed at the Closing Price and the Client acknowledges that such liquidated damages are a genuine pre-estimate of CommSec's loss.

e) Any action by CommSec under this clause 17 shall be without prejudice to any of CommSec's rights to damages or any other remedy, and shall not limit any other provision of this Agreement including without limitation clause 21.

18. Refusal of service

Despite any other rights in these Terms and Conditions, in the event that you or a signatory appears to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to any other proscribed person or entity; or terminate these arrangements with you. We will be under no liability to you if we do any or all of these things. Our rights under this clause are in addition to all other rights we may have.

If we exercise our rights under this clause you must pay us any damages, losses, costs or expenses that we incur in relation to any action taken under this clause, including without limitation our refusal of service under this clause, interest adjustment, administrative costs and/or cost of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms and Conditions.

19. Close out of positions

Despite any other provision of this Agreement, if:

a) the Client has negative Free Equity in a Currency Ledger the absolute value of which is greater than 50% of the Client's GLV in that Currency Ledger; or

b) the Client's GLV in a Currency Ledger is less than AUD$1,000 equivalent of the Contract Currency; or

c) the Client's GLV in a Currency Ledger is 1% or less of the Contract Value of all Contracts in that Contract Currency; or

d) the Client's GLV in a Currency Ledger is 35% or less of Initial Margin in that Contract Currency; then CommSec may close out ASX CFDs in accordance with clause 17(c) as if that event were a Default Event, or may effect a transfer of money from one Currency Ledger to another, as if requested by the Client in accordance with the terms of clause 28(b).

20. Illegality

If any event occurs (including the introduction, implementation, operation or taking effect of, any law, regulation, treaty, order, official directive or ruling, or any change in any such law, regulation, treaty, order, official directive or ruling or in their interpretation or application by any governmental authority or agent) which makes or declares it unlawful or impracticable for CommSec to make ASX CFDs available to the Client under this Agreement then CommSec may terminate this Agreement with immediate effect by notice to the Client, and close out all ASX CFDs in accordance with clause 17(c) as if such illegality or impracticality were a Default Event for the purpose of that clause but any such termination will not relieve the Client of any obligations under this Agreement prior to such termination.

21. Amendment and termination of Agreement

a) CommSec may from time to time vary these Terms and Conditions to:

   i) Add, change or remove any concessions or benefits;

   ii) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, or ombudsman service regulator;

   iii) accommodate changes in the needs or requirements of our clients, such as new product features or services;

   iv) correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;

   v) bring us into line with our competitors, industry or market practice or best practice in Australia or overseas; or

   vi) reflect changes in technology or our processes including our computer systems.

   Each of the changes in paragraphs (i) to (vi) is a separate right and this clause is to be read as if such change was a separately expressed right.

   Without limiting our rights under paragraphs (i) to (vi), we may from time to time vary any of the terms and

conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events). If we vary these terms and conditions we will give not less than seven days (7) notice to you at the postal or electronic address last notified to us by you, or at our website.

b)   If CommSec makes a change to these Terms and Conditions that is not acceptable to the Client, the Client may terminate this Agreement under the terms of clause 21(c).

c)   This Agreement continues unless and until a written notice of termination is received by either party. The party wishing to terminate this Agreement must give not less than two (2) Business Days' notice of termination and the termination takes effect on the expiry of the notice period. Termination shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any terms of this Agreement.

d)   If this Agreement is terminated, unless otherwise agreed in writing, the Client must give to CommSec a notice of intention to close all existing ASX CFDs within five (5) Business Days of the date of termination. If the Client fails to unwind any ASX CFD within that five (5) Business Days period, CommSec may close out that ASX CFD in accordance with clause 17(c) as if that failure were a Default Event.

22. Rights of CommSec (including right to refuse to Deal)

a)   CommSec may at any time without prior notice to the Client, in order to discharge the Client's obligations (actual or contingent) under this Agreement:

i)   apply all or part of any currency held by CommSec in the Client's account and any currency held by CommSec for the purpose of the Client's dealings in such order or manner as CommSec thinks fit, whether the liabilities are actual or contingent, primary or collateral, joint or several.

ii)   combine or consolidate all or any of the Client's accounts with CommSec; and

iii)   convert, at a commercial rate, any currency held by CommSec in the Client's account into a currency or currencies in which payments are due from the Client to CommSec and without CommSec being responsible to the Client for any loss resulting from such conversion.

b)   The Client acknowledges that CommSec reserves the right to refuse to Deal on behalf of the Client in relation to any dealings in Contracts (other than closing out existing open positions held in CommSec's account on behalf of the Client) or limit the number of open positions held on behalf of the Client or both. CommSec will inform the Client of any refusal at or before the time of the Client placing the order or as soon as possible thereafter.

23. Indemnity

The Client agrees to indemnify CommSec and its employees, agents and representatives from and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and any other amounts whatsoever payable by or on behalf of or to the account of CommSec in respect of:

a)   the execution of the Client's instructions in relation to ASX CFDs;

b)   the occurrence of a Default Event;

c)   CommSec exercising any of its rights and powers upon the occurrence of a Default Event;

d)   any amount payable by the Client under the terms of this Agreement; and

e)   anything lawfully done by CommSec in accordance with this Agreement or by reason of CommSec complying with any direction, request or requirement of any government body or regulatory authority.

24. Limitation of Liability

a)   The Client has read and accepts all of the terms of this Agreement. The Client agrees that in entering into each ASX CFD the Client will rely only upon the Client's judgement. The Client acknowledges that CommSec will not provide personal advice to the Client.

b)   CommSec will be under no liability arising in respect of any private dealing, contract, transaction or relationship between the Client and any of CommSec's employees or agents.

c)   To the extent permitted by law, in the absence of negligence, fraud or dishonesty by CommSec or any of its employees, agents and representatives, CommSec has no responsibility or liability of any kind for any loss or damage whatsoever incurred by the Client as a result of aany delay in transmitting or failure to transmit funds caused by reasons beyond CommSec's control or to transact business or otherwise administer this Agreement in the manner contemplated by this Agreement for reasons beyond its control (including without limitation, exchange control or other government restrictions, exchange or market rulings, suspension of trading, power failure, telecommunication failure, strikes or war) and, without limiting the indemnity in clause 23, the Client indemnifies and agrees to keep indemnified CommSec and its employees, agents and representatives from and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and other amounts whatsoever arising in respect of any such loss or damage.

d)   CommSec will be under no liability for any loss or damage arising from or in connection with any ASX CFD as the result of any moratorium, change in exchange rates, currency restrictions or changes therein, suspension or delisting of any Contract Security or any other occurrence in relation to an Exchange.

e)   Every exemption from liability, and every defence or immunity available to CommSec shall also be available to and extend to protect every one of CommSec's employees, agents and representatives.

25. Costs, taxes, expenses and Open Interest Charge

a)   The Client acknowledges that the Client is responsible for the Client's own legal costs associated with entering into this Agreement and for all taxes and expenses incurred by the Client in connection with this Agreement.

b)   The Client agrees to reimburse CommSec for all taxes (both direct and indirect and including GST) and expenses charged in connection with any ASX CFD (other than tax on the income of CommSec), and for all costs and expenses incurred by CommSec in implementing the terms of this Agreement and in enforcing its rights under this Agreement.

c)   The Client agrees that the Open Interest Charge is payable daily by the Client to the ASX in relation to any Contracts held by the Client and that remain open in the Contract Currency and that the ASX reserves the right to vary the Open Interest Charge from time to time.

26. Fees and charges

a)   The Client acknowledges and confirms that CommSec is permitted to deduct, without further reference to the Client, electronic trading platform charges from the Client's account as held with CommSec during the term of this Agreement where the Client has been provided with access to such a service.

b)   The Client acknowledges that if a Transaction is entered into, the Client must pay to CommSec the transaction charges, brokerage (charged in the Contract Currency of the ASX CFD) and fees set out in the ASX CFD Product Disclosure Statement or in CommSec's Financial Services Guide and pay all transaction charges, fees, Margins, settlements, interest

ASX CFD CLIENT AGREEMENT TERMS AND CONDITIONS

and any other amounts due under this Agreement on demand by CommSec in cleared funds or otherwise as required by the terms of this Agreement. We shall give you 30 days notice of the application of increases in transaction charges, brokerage and fees set out in the ASX CFD Product Disclosure Statement or in CommSec's Financial Services Guide. Notification will be given to you at the postal or electronic address last notified to us by you, or at our website.

27. Payments in gross

All payments by the Client under this Agreement are to be made without any set-off by the Client, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. If the Client is required to make a deduction or withholding in respect of tax from any payment to be made or if CommSec is required to pay any tax in respect of any payment made in relation to this Agreement at the Client's request then the Client indemnifies CommSec against that tax and agrees to pay to CommSec an additional amount to ensure CommSec receives a net amount (after payment of any tax in respect of each additional amount) that is equal to the full amount CommSec would have received had a deduction or withholding or payment of tax not been made.

28. Currency of payments

a) All amounts due to CommSec or payable by CommSec to the Client under this Agreement are payable in the currency determined by CommSec, acting reasonably and in the context of the Transactions entered into.

b) If an amount is payable by CommSec to the Client in a Foreign Currency, the Client may request that CommSec arranges for the conversion of such amount into AUD. The Client may also request that CommSec arranges for the conversion of a balance in the Currency Ledger of an ASX CFD Account from AUD to a Foreign Currency or from a Foreign Currency into AUD or another Foreign Currency. CommSec will decide in its absolute discretion (reasonably exercised) whether to approve and effect such conversion.

c) A conversion effected under clause 28(b) will involve the entry into foreign exchange contracts within the meaning of the Corporations Act 2001 (Cth) and will be at the Exchange Rate obtained and quoted by CommSec. In respect of each conversion, CommSec will arrange the charging to the Client of the Exchange Rate together with a spread on the Exchange Rate, which amount will be debited from the Client's ASX CFD account.

d) For the purpose of determining any amount in AUD (including, without limitation, GLV or Free Equity) or any other currency in connection with an ASX CFD, CommSec may convert any amount into another currency using the Exchange Rate.

e) For the purpose of conversions effected under this clause 28 Commonwealth Bank of Australia is the relevant issuer of foreign exchange contracts.

29. Default interest

The Client agrees to pay interest and CommSec is entitled to charge against the Client's account interest (before as well as after judgment) on any amount due to be paid to CommSec by the Client, from the date the amount becomes due until the date the amount together with interest under this clause is paid in full. Interest will be calculated daily and compounded monthly at the Commonwealth Bank's Overdraft Index Rate.

30. Sharing of charges

The Client agrees that CommSec may share all or any of the transaction charges and fees received by it with other persons without being required to disclose that fact to the Client (unless that disclosure is required by law).

31. Appointment of attorneys

a) In consideration of CommSec entering into this Agreement, the Client irrevocably appoints CommSec

and each director, secretary and principal executive officer and each employee whose title of office includes the word "Manager" of CommSec severally as the Client's attorney at any time and from time to time following the occurrence of a Default Event to execute and deliver all documents and to do all things which the Client's attorney may consider necessary or desirable to give effect to the provisions of this Agreement, and in particular, without limitation, in connection with, or incidental to, the exercise of any of the rights and powers of CommSec contained in clause 17.

b) The Client hereby appoints the Managing Director of ASX Clear (Futures) as the Client's attorney to do all things necessary to transfer any open position held by CommSec on the Client's behalf to another Participant where the Participant status of CommSec has been suspended or terminated.

32. Notices

a) The Client agrees that all communications, other than demands for payment of Margins or other payments called for by CommSec in relation to ASX CFDs, may be made or given by delivery in person, telephone, mail, facsimile or email by being given, delivered or sent to the Client at the address, telephone number, post office box, facsimile number or email address advised to CommSec.

b) The Client agrees that demands for payment of Margins or other payments called for by CommSec in relation to ASX CFDs may be made by telephone, email, special message service or by placing on a website page as follows:

i) by being made orally or by the leaving of a voicemail at the telephone number advised to CommSec by the Client; or

ii) by transmission of an email addressed to the Client at the email address advised by the Client; or

iii) by the sending of text by special message service to the number of a mobile telephone advised by the Client; or

iv) by placing an appropriate notification on the Client's account information accessed through CommSec's website or electronic trading platform.

c) A communication will be taken to be received by the Client:

i) if by delivery in person or by telephone, when delivered to the Client or left by voicemail;

ii) if made by mail, three (3) Business Days from and including the date of postage;

iii) if by facsimile, when transmitted to the Client;

iv) if sent by email, when transmitted to the Client;

v) if sent by special message service, when transmitted to the Client; and

vi) if by placement on a website page or in CommSec's electronic trading platform, when placed.

33. Assignment

a) This Agreement inures to the benefit of CommSec's successors (by merger, consolidation or otherwise) and assignees.

b) CommSec may assign to or take an assignment from any party of the benefit of this Agreement or any ASX CFD or the balance of the Client's account.

c) The Client acknowledges that the Client may not assign or transfer all or any part of the Client's rights and benefits under this Agreement or any ASX CFD without CommSec's prior written consent, which will not be unreasonably withheld.

34. Disclosure and provision of information

a) The Client authorises CommSec to collect, verify and disclose personal information in the manner and on the terms set out in the privacy statement provided to

the Client.

b) In relation to the Client's trading on ASX 24, the Client will upon CommSec's request, provide all information and documentation relevant to that trading, to CommSec and CommSec is authorised by the Client to provide the information and documentation to ASX Clear (Futures).

35. Recording of conversations

a) The Client agrees to the electronic recording of the Client's telephonic conversations with CommSec with or without the use of an automatic tone warning device and to the use of recordings and transcripts of those conversations for any purpose which CommSec considers desirable including as evidence by either party in any dispute between CommSec and the Client.

b) CommSec agrees to make available to the Client, on request, a copy of any recording pertaining to that Client's dealings in the event of a dispute or anticipated dispute with respect to that Client's dealings. The Client agrees to pay the reasonable costs of CommSec in providing a copy of any relevant recording.

36. Provision of information and/or advice to the Client

The following provisions apply to the extent that CommSec provides financial product advice to the Client:

a) Any financial product advice which CommSec gives to the Client does not take account of the Client's objectives, financial situation or needs. Therefore, the Client should before acting on that advice consider its appropriateness having regard to the Client's objectives, financial situation or needs and consider obtaining independent advice. If the advice relates to the acquisition or possible acquisition of a particular financial product, the Client should obtain any relevant disclosure document (such as a Product Disclosure Statement) prepared in respect of that product and consider that document before making any decision about whether to acquire the product.

b) While CommSec believes that any information or advice provided to the Client is reliable, to the extent permissible at law, no warranty is given as to its accuracy and any person who relies on it does so at its own risk. In so far as any such information or advice contains material from other sources, to the extent permissible at law CommSec makes no warranty in respect of and CommSec accepts no responsibility for the accuracy of that material. All information and advice provided to the Client is for the private use of the Client and is not to be communicated to any third party without the prior written consent of CommSec.

37. Law of the Agreement

This Agreement is governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.

38. Miscellaneous

a) Subject to clause 20, the illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction does not affect its legality, validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of any other provision.

b) If any term or part thereof of this Agreement shall be invalid or not enforceable in accordance with its terms, all other terms or parts thereof which are self sustaining and capable of separate enforcement without regard to the invalid or unenforceable term or part thereof shall be and continue to be valid and enforceable in accordance with its terms.

c) No failure, delay, relaxation or indulgence on the part of CommSec in exercising any power or right conferred upon it under this Agreement or otherwise shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any future exercise thereof.

d) Time is of the essence under the terms of this Agreement.

e) Unless otherwise notified to CommSec, the Client represents and warrants that the Client will enter into all ASX CFDs as principal and not otherwise.

f) Where the Client has access to electronic order entry facilities, the Client acknowledges that:

i) data made available to the Client by access to electronic order entry facilities is not the property of CommSec and remains the valuable property of ASX; and

ii) the Client is prohibited from publicly displaying, redistributing or re-transmitting the data in any way without having executed a market data distribution agreement or similar agreement with ASX.

39. Client's obligations to Commonwealth Bank of Australia

a) This clause 39 applies despite anything to the contrary in any other provision of this Agreement.

b) The Client irrevocably and unconditionally undertakes to CBA to perform, in favour of CBA and for CBA's benefit, each and every obligation owed by the Client to CommSec under or in connection with this Agreement. This undertaking is separate and independent to the Client's obligations to CommSec, and CBA will have an independent right to demand performance by the Client of each such obligation. However, any discharge of any such obligation to either CBA or CommSec will discharge the corresponding obligation to the other of them to the same extent.

c) Without limiting paragraph (b), the Client irrevocably and unconditionally undertakes to pay to CBA on demand an amount that is equal to each amount that is due and payable by the Client to CommSec under or in connection with this Agreement from time to time. This undertaking is separate and independent to the Client's payment obligations to CommSec, and CBA will have an independent right to demand performance by the Client of each such undertaking. However, any discharge of any obligation to either CBA or CommSec will discharge the corresponding obligation to the other of them to the same extent.

d) The Client agrees that it is also a Default Event if:

i) any monies owing by the Client to CBA under this Agreement or any other agreement on any account whatsoever are not duly and punctually paid to CBA or satisfied as and when they become due; or

ii) the Client fails to duly and punctually perform and observe any other obligation under this Agreement or any other agreement or on any account whatsoever with CBA.

e) Without limiting CBA's or CommSec's rights, powers, remedies or discretions under any other provision of this Agreement or otherwise:

i) if a Default Event occurs, any one or both of CBA and CommSec, without notice to the Client, may combine any account that the Client holds with it at any branch or office (in Australia or elsewhere) with, or set off any amount in any currency that is or may become owing in any currency by it to the Client against, any amount owing by the Client to it; and

ii) any monies deposited by the Client with any of CBA or CommSec (including amounts deposited by CommSec with CBA on account of the Client) will not fall due for repayment by CBA or CommSec, as the case may be, until the Client's obligations under this Agreement (and under any other account between CommSec and the Client) are satisfied in full. Until this time, those monies will not constitute a debt due from CBA or CommSec to the Client nor will the Client have any right to receive payment of these funds.

f) The Client grants each of CBA and CommSec a

separate Security Interest in:

i)   all of the Client's rights and interest in the Client's account;

ii) without limiting paragraph (i) above, all of the Client's rights and interest in respect of, or in connection with, any Margin, any Free Equity and any other amount whatsoever that is payable to it under this Agreement; and

iii) without limiting paragraphs (i) or (ii) above, all of the Client's rights and interest in the ADI account referred to in clause 3(b),

to secure obligations owing by the Client under or in connection with this Agreement to CBA and CommSec.

g)   The Security Interests provided for by this Agreement are first ranking Security Interests, and if a Default Event occurs, CBA and CommSec, in addition to any other right that either of them may have, may severally enforce its Security Interest provided for by this Agreement.

h)   CBA's respective rights, powers, remedies and discretions under:

i)   clause 39(e)(i);

ii) clause 39(e)(ii); and

iii) clause 39(f),

are separate and independent from one another and CBA is not under any obligation to exercise or take any action under or in respect of any one or more of them before doing so under or in respect of any other of them.

i)   CommSec's respective rights, powers, remedies and discretions under:

i)   clause 39(e)(i);

ii)   clause 39(e)(ii);

iii) clause 39 (f);

iv)   clause 10(d);

v)   clause 13(i);

vi)   clause 17(a)(iv);

vii) clause 17(d); and

viii) clause 22(a),

are separate and independent from one another and CommSec is not under any obligation to exercise or take any action under or in respect of any one or more of them before doing so under or in respect of any other of them.

j)   Where the Client is acting in the capacity of trustee of a Superannuation Fund, this clause only applies to the extent it does not cause the Client to breach any applicable law.

40. Personal Property Securities Act

a)   Nothing in this Agreement may be taken as an agreement that any Security Interest provided for by this Agreement attaches later than the time contemplated by section 19(2) of the PPSA.

b)   The Client acknowledges that neither CBA nor CommSec has agreed to subordinate any Security Interest provided for by this Agreement in favour of any third party.

c)   The Client acknowledges that CBA and/or CommSec may register one or more financing statements in relation to their respective Security Interests. If permitted by the PPSA, the Client waives its right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

d)   The Client, CBA and CommSec agree not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7)(b) to (e) of the PPSA. The Client agrees that it will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d), if either CBA or CommSec approves.

Nothing in this clause 40(d) will prevent any disclosure by CBA or CommSec that it believes is necessary to comply with its other obligations under the PPSA.

e)   To the extent that it is not inconsistent with clause 40(d) constituting a "confidentiality agreement" for the purposes of section 275(6)(a) of the PPSA, the Client agrees that CBA and/or CommSec may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that CBA or CommSec is not doing so in response to a request by an "interested person" (as defined in section 275(9) of the PPSA).

f)   To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by CommSec or CBA of any Security Interest provided for by this Agreement, the parties agree that the following provisions of the PPSA do not apply:

i)   to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and

ii) in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(5) and 137.

g)   The Client must, at its own expense, whenever requested by either CBA or CommSec, promptly do or cause to be done anything which CommSec or CBA considers necessary or desirable to perfect and protect any Security Interest provided for by this Agreement.

h)   In clauses 39 and 40, terms that are defined in the PPSA have the same meanings (unless the context requires otherwise) and:

i)   "**CBA**" means Commonwealth Bank of Australia ABN 48 123 123 124;

ii) "**PPSA**" means the Personal Property Securities Act 2009 (Cth); and

iii) "**Security Interest**" means a security interest under the PPSA.

COMMSEC DIRECT DEBIT SERVICE AGREEMENT

Debit/credit arrangements

1. We will advise you in writing or electronically, in the form of a Confirmation the drawing details that include the settlement amount due and the settlement date.

2. Where the settlement date falls on a non-business day we will draw the amount on the following business day.

3. We may charge a dishonour fee if any debit to your nominated account is returned unpaid by your financial institution. We treat payment as never having been made.

4. We will keep your information about your nominated account at the financial institution private and confidential unless this information is required by us to investigate a claim made on it relating to an alleged incorrect or wrongful debt, or as otherwise required by law.

5. In the event of a debit returned unpaid we may attempt a redraw on your nominated account.

6. We will advise you 14 days in advance of any changes to the Direct Debit/Direct Credit arrangements.

Your rights

7. You may terminate the Direct Debit arrangement with us. However this termination must be in writing.

8. Please contact CommSec on 1300 133 875 during business hours for all matters relating to the Direct Debit and Direct Credit arrangements, including to request a deferment of stopping of debits, questions regarding amounts or dates of credits or debits or altering or stopping the arrangement. You can also contact your nominated financial institution to request a stop or cancellation of the Direct Debit arrangement or to dispute a debit to your nominated account. We have a dispute resolution process available if you have a complaint which we do not resolve. Further information on that process is in our Financial Services Guide which is available online at commsec.com.au or by calling CommSec on 1300 133 875.

Your responsibilities

9. It is your responsibility

    •   to check with the financial institution where your account is held before completing the Direct Debit/ Direct Credit Request (DDR) as Direct Debiting/Direct Crediting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts. You should also complete your account details (including Bank State Branch (BSB) number) directly from a recent account statement from your financial institution;

    •   to ensure sufficient cleared funds are available in the nominated account to meet the debit on the due settlement date of your transactions executed by CommSec;

    •   to ensure that the authorisation to debit the nominated account is in the same name as the account signing instruction held by the financial institution where the account is held;

    •   to advise us if the account you have nominated to debit is transferred or closed;

    •   to ensure that suitable arrangements are made if the Direct Debit is cancelled:

    •   by yourself;

    •   by your nominated financial institution; or

    •   for any other reason.

10. You should check debit and credit transactions against recent account statements from your nominated financial institution. If you are in any doubt, speak to your nominated financial institution before completing this Direct Debit and Direct Credit Request.

TRUSTS

WHERE CLIENT IS TRUSTEE OF A TRUST · 11.1

1. Definitions

1.1 In this schedule:

"**Trust**" means the trust identified in Section 3.

"**Trust deed**" means the trust deed governing the Trust, as varied, substituted, supplemented or resettled from time to time.

2. Additional representations and warranties

2.1 Trust Representations and Warranties

The Client represents and warrants to CommSec that:

2.11 the Trust has been duly constituted and is validly existing in compliance with all applicable laws and the Trust Deed has been duly executed and duly stamped, in each case in accordance with the laws of each State and Territory of Australia;

2.12 the Trust Deed and its constituent documents give it power:

(a) to carry on all of the business activities now conducted by it in any capacity;

(b) to enter into and comply with its obligations under, and to carry on the transactions contemplated by, this Agreement;

(c) all necessary resolutions have been duly passed and all consents have been obtained and all other procedural matters have been attended to as required by the Trust Deed, any other document or any law for the entry into, observance and performance by it of its obligations under this Agreement;

(d) each of its obligations under, and the transactions contemplated by, this Agreement constitute binding obligations and are completely and lawfully enforceable against it and the Trust's property in accordance with their terms;

(e) it is the only trustee of the Trust;

(f) no property of the Trust has been resettled, set aside or transferred to any other trust or settlement;

(g) the Trust has not been terminated, nor has the date or any event for the vesting of the Trust's property occurred;

(h) no determination has been made to distribute the Trust's property on a date which is earlier than the latest date under the Trust Deed by which the Trust's property must be distributed;

(i) there is no conflict of interest on the Client's part in entering into this Agreement and performing its obligations under it or the transactions contemplated by it;

(j) it has an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by it and the Trust's property is sufficient to satisfy that right of indemnity or exoneration;

(k) it has complied with its obligations in connection with the Trust.

SUPERANNUATION FUNDS

WHERE CLIENT IS TRUSTEE OF A SUPERANNUATION FUND · 11.2

1. Definitions

1.1 In this schedule:

"**Superannuation Fund**" means the Superannuation Fund identified in Section C

"**Fund Constitution**" means the constitution governing the Superannuation Fund, as varied, substituted, supplemented or resettled from time to time.

2. Additional representations and warranties

2.1 Superannuation Fund representations and warranties

The Client represents and warrants that:

2.11 the transactions contemplated by this Agreement insofar as they concern the Superannuation Fund:

(a) comply with all requirements of the Superannuation Industry (Supervision) Act 1993 (the "Act");

(b) have been or are to be implemented in accordance with an investment strategy undertaken in accordance with Act, as contemplated by Section 52(2)(f) of the Act;

(c) comply with all the requirements of the Fund Constitution and rules of the Superannuation Fund, in force at the date of this Agreement; and

(d) have been or are undertaken on an arm's length basis, for value and on commercial terms.

2.2 Trust Representations and Warranties

The Client represents and warrants to CommSec that:

2.2.1 the Superannuation Fund has been duly constituted and is validly existing in compliance with all applicable laws and the Fund Constitution has been duly executed and duly stamped, in each case in accordance with the laws of each State and Territory of Australia;

2.2.2 the Fund Constitution and its constituent documents give it power:

(a) to carry on all of the business activities now conducted by it in any capacity;

(b) to enter into and comply with its obligations under, and to carry on the transactions contemplated by, this Agreement;

(c) all necessary resolutions have been duly passed and all consents have been obtained and all other procedural matters have been attended to as required by the Fund Constitution, any other document or any law for the entry into, observance and performance by it of its obligations under this Agreement;

(d) each of its obligations under, and the transactions contemplated by, this Agreement constitute binding obligations and are completely and lawfully enforceable against it and the Trust's property in accordance with their terms;

(e) it is the only trustee of the Superannuation Fund;

(f) no property of the Superannuation Fund has been re-settled, set aside or transferred to any other trust or settlement;

(g) the Superannuation Fund has not been terminated, nor has the date or any event for the vesting of the Trust's property occurred;

SUPERANNUATION FUNDS (CONTINUED)

WHERE CLIENT IS TRUSTEE OF A SUPERANNUATION FUND | **11.2**

(h)   no determination has been made to distribute the Superannuation Fund's property on a date which is earlier than the latest date under the Fund Constitution by which the Superannuation Fund's property must be distributed;

(i)   there is no conflict of interest on the Client's part in entering into this Agreement and performing its obligations under it or the transactions contemplated by it;

(j)   it has an unrestricted right to be fully indemnified or exonerated out of the Superannuation Fund's property in respect of any losses or liabilities incurred by it and the Superannuation Fund's property is sufficient to satisfy that right of indemnity or exoneration;

(k)   it has complied with its obligations in connection with the Superannuation Fund.

FINAL CHECKLIST

Before you send your application form, use this list to check that you have provided all the information required.

ASX CFD CLIENT AGREEMENT FORM

Have you:

☐ Completed Sections 1,2,3,4,5,8 (all applicants)

☐ Ticked every box in Section 1 (all applicants)

☐ Attached **CERTIFIED** proof of identity documents as indicated in Section 2 option 5 (if required)

☐ Completed Sections 3.1, 3.2 (if the applicant is a Company)

☐ Completed Section 3.1, 3.3, 3.4, 3.6 (If trustee in a trust is a Individual)

☐ Completed Section 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 (If trustee in a trust is a Company)

☐ Completed Section 6 (if the applicant is using Additional Signatories)

☐ Completed Section 7 (if the applicant is using an Adviser)

☐ Read Sections 9 & 10 (all applicants)

☐ Read Section 11.1 (if the applicant is a trustee of a Trust)

☐ Read Section 11.2 (if the applicant is a trustee of a Superannuation Fund)

☐ Provided the relevant signatures in Sections 1, 5 & 8 (all applicants)

Send these items to:

Commonwealth Securities Limited
Locked Bag 34
Australia Square NSW 1214

If you have any queries, please contact us on **1300 133 875.**

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1300 133 875
commsec.com.au

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