

## ARRANGEMENTS FOR THE EXECUTION AND SETTLEMENT OF TRADES THROUGH ASX GENERAL TERMS

As a client of Novus Capital Limited, ABN 32 006 711 995 and AFSL Licence No. 238168 (**Intermediary**), you may from time to time wish to place Orders to purchase or sell ASX Products. The Intermediary has an agreement with UBS Securities Australia Limited ABN 62 008 586 481 (UBSSA) under which UBSSA agrees to provide execution, clearing and settlement services to clients of the Intermediary, such as you. UBSSA is a Trading Participant of ASX, a General Participant of ACH and a General Settlement Participant of ASTC.

This document sets out the general terms and conditions of your agreement with UBSSA in relation to the execution and settlement of ASX Transactions on your behalf under this arrangement. Once the Intermediary (as your agent) has received from you an Order to purchase or sell ASX Products by means of an ASX Transaction, an agreement is immediately deemed to come into existence between you and UBSSA on the General Terms and conditions set out in these General Terms. By placing an Order with the Intermediary you accept these General Terms.

### 1. Your relationship with UBSSA

1.1 You appoint UBSSA as your agent for the purpose of executing, clearing and settling Orders in accordance with these General Terms. You authorise UBSSA to:

- (a) open an account in your name; and
- (b) act on your instructions given to UBSSA by the Intermediary.

1.2 UBSSA will not open an account in your name unless you have a CMT Account. Any other method of payment must be agreed between you and the Intermediary (on behalf of UBSSA) prior to the account being opened.

1.3 Your primary relationship will be with the Intermediary. Your relationship with UBSSA under these General Terms will be limited to the execution of Orders and the clearing and settling of ASX Transactions.

1.4 You acknowledge that UBSSA will not provide financial product advice, or legal, tax, financial or accounting advice or make any financial product recommendations to you as part of the service to be provided to you under these arrangements.

1.5 Whenever you place an Order with the Intermediary, which is executed by UBSSA, UBSSA carries the obligations to complete the ASX Transaction arising from those orders, together with all obligations, which are ancillary to the completion. Accordingly, your settlement obligations in relation to ASX Transactions are owed directly to UBSSA (and not to the Intermediary).

1.6 UBSSA is not an Authorised Deposit-Taking Institution under the Banking Act 1959 (Cth). The obligations of UBSSA do not represent deposits or other liabilities of UBS AG, and UBS AG does not stand behind, support or guarantee UBSSA in any way.

1.7 Notwithstanding any other provision of the General Terms, Sponsorship Terms or Derivative Client Agreement, if UBSSA or any member of the UBS Group holds money in an account on your behalf in accordance with section 981B of the Corporations Act, UBSSA will be entitled to retain any interest payable on the account.

### 2. Orders and instructions

2.1 You agree that, if you wish to place any Order, you must do so with the Intermediary, and you authorise the Intermediary, as your agent (and not as the agent of UBSSA), to communicate your Order and other instructions or information to UBSSA.

2.2 UBSSA will not act on any Orders or other instructions or information communicated directly to it by you (and not through the Intermediary). You may only terminate the Intermediary's authority to act on your behalf under these General Terms by terminating this agreement.

2.3 You acknowledge that UBSSA may at any time, in its absolute discretion, refuse to accept any Order from, or execute Orders for, you.

2.4 Subject to any instructions from you, UBSSA will generally execute Orders in the sequence in which they are received. However, you

acknowledge and agree that, while this is the case:

- (a) your Order may be automatically crossed against other orders before reaching the Market;
- (b) you will be charged the normal rate of commission by the Intermediary for Orders which are crossed with UBSSA principal orders; and
- (c) UBSSA may not be aware of principal orders that are being (or may be) executed, and that direct market access arrangements and program trading may make it impossible to prevent principal orders from being executed at the same time as (or before) your Order. Accordingly, you agree that UBSSA may execute principal orders where your Order on the same terms is outstanding.

2.5 UBSSA may provide a direct market access service (**DMA Service**) to the Intermediary under which the Intermediary may place your Orders directly into the Trading Platform through an electronic automated client order process. You acknowledge that if UBSSA provides a DMA Service to the Intermediary:

- (a) there may be delays in the processing, execution, amendment or cancellation of an Order entered through the DMA Service and:
  - (i) an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed; and
  - (ii) you remain liable to settle the original Order, until any relevant amendment or cancellation is effected;
- (b) the execution of an Order placed through the DMA Service may be delayed by filters or other electronic features of the electronic system;
- (c) UBSSA is not responsible for the processing, execution or cancellation of any Orders submitted through the DMA Service, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry or for any delays in relation to the same;

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- (d) except as required by law, UBSSA makes no representations or warranties express or implied with respect to the DMA Service;
- (e) there are significant risks in trading through a DMA Service because it is serviced by means of computer and telecommunications systems, even where generally accepted industry standards and practices are followed, including that your data may not be protected, and there are risks that other users of the DMA Service, institutions or brokers may be able to see your Orders and other communications relating to trading and execution without your (or our) consent; and
- (f) UBSSA may terminate the Intermediary's participation in the DMA Service at any time without notice to you.

## 3. Conduct of Business

You acknowledge and agree:

- (a) to comply with these General Terms and all applicable legislation and the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules and the directions, decisions and requirements of ASX and the customs and usages of the Market; and
- (b) that all ASX Transactions are subject to the terms and conditions included in the confirmation issued by UBSSA (and, if applicable, on behalf of the Intermediary) and set out in these General Terms, and to the ASX Market Rules, the ACH Clearing Rules, the directions, decisions and requirements of ASX and the customs and usages of the Market, and if the sale or purchase is in relation to CS Approved Products, the ASTC Settlement Rules.

## 4. Cancellations

- 4.1 You acknowledge that ASX may cancel or amend (or request or agree to the cancellation or amendment of) any ASX Transactions in accordance with the ASX Market Rules.
- 4.2 Your and UBSSA's settlement obligations in relation to the settlement of a cancelled ASX

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Transaction, cease to apply from the time it is cancelled.

UBSSA has received and paid for them on your behalf.

### 5. Settlement Date and Time

5.1 You agree to meet your settlement obligations to UBSSA in respect of an ASX Transaction by the time and date for settlement (**Settlement Date and Time**) shown on the relevant confirmation or such later time as may be approved by UBS in writing for a particular ASX Transaction (or by the Intermediary on its behalf) or if no date and time are specified or no confirmation is given, the relevant date and time determined in accordance with the ACH Clearing Rules.

5.2 The Intermediary has no authority to extend the Settlement Date and Time.

5.3 You represent and warrant that before placing any Order with the Intermediary, you will be in a position to pay for any ASX Products purchased and have a presently exercisable and unconditional right to vest any ASX Products sold in the buyer, to enable settlement at the Settlement Date and Time. Further, you undertake that you will not take or permit to be taken any action, which would extinguish or compromise that right prior to settlement.

### 6. Purchases

6.1 If the Order that has been executed for you by UBSSA is a purchase, you must have sufficient moneys in your CMT Account prior to the Order being placed and on the Settlement Date and Time, to meet your settlement obligations to UBSSA in full by the Settlement Date and Time. Any other method of payment must be agreed between you and the Intermediary (on behalf of UBSSA) prior to the Order being placed.

6.2 You acknowledge that UBSSA will (and you authorise UBSSA to) apply the funds (or the proceeds of the redemption of any units) in your CMT Account to satisfy your settlement obligations in full. You acknowledge that you remain liable to UBSSA for any additional amount necessary to satisfy your settlement obligation (including any fail fees) in full.

6.3 Payment in cash is not acceptable.

6.4 Pending settlement by you in accordance with the provisions of the Corporations Act, the relevant confirmation constitutes notice to you that UBSSA may deposit the ASX Products described in the confirmation as security for a loan or other moneys you owe to UBSSA if

### 7. Sales

7.1 If the Order that has been executed for you by UBSSA is a sale, you will deliver to UBSSA (and not to the Intermediary) any Documents reasonably requested by UBSSA (or by the Intermediary on its behalf) to meet your settlement obligations.

7.2 If you have a Sponsorship Agreement with UBSSA, you irrevocably authorise UBSSA to apply any of your Participant Sponsored Holding sponsored by UBSSA to satisfy your settlement obligations arising from any Order executed by UBSSA on your behalf as contemplated by these General Terms.

7.3 Proceeds from sales will not be available to you until the latest of:

- (a) the time and date for settlement shown on the relevant confirmation;
- (b) the time at which all Documents required by this clause 7 have been received by UBSSA in a form that will enable title to be transferred; and
- (c) all amounts due and payable by you to UBSSA have been paid.

7.4 Sale proceeds and any other amounts payable to you by UBSSA will be paid directly to your CMT Account unless alternative arrangements have been agreed between you and the Intermediary (on behalf of UBSSA). Sale proceeds will not be paid to a third party.

### 8. Short selling

A Short Sale is defined in the ASX Market Rules and, in general, is when you sell financial products (or products are sold on your behalf), at a time when you do not own the financial products and have them available to sell or otherwise have a presently exercisable and unconditional right to vest the financial products in a buyer.

You must not place an Order that would result in a Short Sale without the prior written approval of the Intermediary on UBSSA's behalf (which may be withheld in the absolute discretion of UBSSA).

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### 9. Confirmations

- 9.1 You will be given a written confirmation for each trade executed for you by UBSSA as required. These may be in the form of a confirmation given jointly by the Intermediary and UBSSA.
- 9.2 You authorise UBSSA to dispatch confirmations to you electronically to the email address (if any) notified to UBSSA by the Intermediary on your behalf from time to time for this purpose.
- 9.3 You must promptly check the accuracy of every confirmation sent to you and notify the Intermediary immediately of any error that you consider may have occurred. If the Intermediary does not receive any such notification from you within 24 hours, you will be taken to have accepted the accuracy of the confirmation.
- 9.4 UBSSA may, at any time, reissue a confirmation in order to correct any errors or omissions and the terms and conditions of the reissued confirmation will apply.

### 10. Fees and commission

- 10.1 The Intermediary will charge you commission in respect of any ASX Transaction, which the Intermediary arranges for UBSSA to execute on your behalf at the rates notified to you from time to time. Any such charge may be calculated by reference to the number or value of ASX Transactions, which the Intermediary arranges for UBSSA to execute on your behalf. UBSSA will account to the Intermediary in respect of the amounts collected from you by UBSSA to which the Intermediary is entitled.
- 10.2 In addition, UBSSA may charge you other fees and charges, which are incurred by UBSSA on your behalf, for example fail fees.
- 10.3 While UBSSA will not directly charge any commission to you in relation to the execution of an ASX transaction, the Intermediary may pay UBSSA fees and charges as agreed between them from time to time in respect of the execution of trades by UBSSA for the Intermediary's clients.
- 10.4 You acknowledge that you have been advised, when (or before) placing an Order, of UBSSA's fee arrangements with the Intermediary.

### 11. Failure to Settle

If you fail to meet any of your settlement obligations as required under these General Terms (or the relevant confirmation or any other

agreement with UBSSA or the Intermediary), UBSSA may do one or more of the following:

- (a) retain any ASX Products held for you, moneys received on the sale of ASX Products for you or moneys due to you pending settlement of any ASX Transaction;
- (b) set off any such moneys due to it or to the Intermediary against moneys held in any of your UBS Accounts for which it is authorised to transfer funds on your behalf and any moneys which UBSSA owes you under these General Terms or any other agreement;
- (c) recover from you all Loss suffered or incurred by it or the Intermediary as a result of your failure;
- (d) charge you a fee for failure to settle an ASX Transaction (at the date of this agreement the applicable fail fees are the greater of \$50.00 and the fail fees charged to UBSSA by ACH);
- (e) levy a default charge on the amount from time to time outstanding at a rate up to the rate which UBSSA would be required to pay on an overdraft facility with its then current bankers or UBSSA's cost of funds (whichever is greater);
- (f) use ASX Products owned by it, or obtain ASX Products from third parties (eg, by borrowing securities) to settle any sale executed on your behalf;
- (g) sell (or arrange for the sale of) any ASX Products otherwise held on your behalf by UBSSA and apply the proceeds to reduce your liability to UBSSA or the Intermediary and to recover its costs in so acting;
- (h) apply any cash held in your name or on your behalf in any account with UBSSA from which UBSSA is authorised to withdraw funds to reduce your liability to UBSSA;
- (i) apply the proceeds of the redemption of any units in any cash trust held in your name or on your behalf (including, without limitation, your CMT Account) which UBSSA is authorised to redeem to reduce your liability to UBSSA;

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facsimile transmission which are signed by or purported to be signed by you.

- (j) apply payments received for or from you to reduce your liability to UBSSA; and
- (k) cancel any of your unexecuted Orders.

12.2 This is a continuing indemnity and will survive the termination of these General Terms. UBSSA holds the benefit of this indemnity for itself and on trust for each of its officers, employees, agents and representatives.

**12. Indemnity**

12.1 To the fullest extent permitted by law, you release, discharge and indemnify and agree to keep UBSSA and its officers, employees, agents and representatives indemnified from and against all sums of money, actions, proceedings, suits, Claims, demands, Losses and any other amounts whatsoever arising out of:

- (a) any default, whether by act or omission, of yours under these General Terms, the Sponsorship Terms, the Derivatives Terms or any Order or ASX Transaction;
- (b) any breach by you of any applicable law including the Corporations Act, ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules;
- (c) any representation or warranty made or given by you under these General Terms proving to be untrue or incorrect;
- (d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you;
- (e) any failure of any of your computer or electronic systems or networks or any telecommunications service used by you to perform, be available or successfully transmit data to UBSSA, or any error or inadequacy in the data or information input into such systems or networks by you;
- (f) anything lawfully done by UBSSA in accordance with, pursuant or incidental to these General Terms, the Sponsorship Terms or the Derivatives Terms;
- (g) any request or direction given by you;
- (h) UBSSA complying with any direction, request or requirement of ASX, the Corporations Act, ASIC or any other regulatory body having jurisdiction over it; or
- (i) UBSSA in good faith accepting and acting on instructions received by

**13. Amounts Owing**

13.1 Where money is payable by you to UBSSA under these General Terms, the Derivatives terms, and in relation to any ASX Transaction, payment in cash is not acceptable.

13.2 A notice signed by any one of UBSSA's directors, managers or other authorised employees, stating the amount of money due and payable by you is prima facie evidence of that fact.

13.3 You acknowledge that UBSSA may, at any time, by notice to you and the Intermediary assign to the Intermediary any debt owed by you to UBSSA.

13.4 If UBSSA executes its right under clause 13.3, you will owe that debt to the Intermediary and the Intermediary (and each of its directors and employees) will have the rights and powers (and may do any of the things) set out in these General Terms as if a reference to UBSSA were a reference to the Intermediary.

**14. Information**

14.1 If UBSSA (or the Intermediary on its behalf) so requests, you must promptly give the Intermediary on UBSSA's behalf (or, if specified in the request, directly to UBSSA) information or documents specified in the request for the purposes of these General Terms, including to:

- (a) assess your application to open an account with either of them;
- (b) enable UBSSA to perform its obligations under these General Terms or to act as your CHESS sponsor or agent under these General Terms or the Sponsorship Terms;
- (c) comply with the requirements of the Corporations Act, the ASX Market Rules, ACH Clearing Rules, ASTC Settlement Rules, anti-money laundering laws and regulations and any other legal or regulatory requirement; and

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- (d) allow UBSSA to communicate with third parties in connection with the matters contemplated by these General Terms.
- 14.2 In order for UBSSA to provide you with the services set out in these General Terms, you acknowledge and agree that:
- (a) you are required to provide UBSSA (or the Intermediary on its behalf) with certain Personal Information;
  - (b) UBSSA or the Intermediary on its behalf (or any of their related bodies corporate) may be required to transfer all or some of your Personal Information to related bodies corporate and to third parties, which may include, but are not limited to, regulatory authorities, financial market and clearing and settlement facility operators, lenders, credit providers, custodians, share registries and certain software providers; and
  - (c) if at any time you do not provide all of the necessary documents and information contemplated by these General Terms, UBSSA may not be able to provide the services contemplated by these General Terms.
- 14.3 Personal Information or documents you give to UBSSA (or the Intermediary on its behalf) may be used by UBSSA or disclosed:
- (a) to any person for the purposes set out in these General Terms;
  - (b) if required by any regulatory authority (including ASX, ACH and ASTC) or if allowed or required by law;
  - (c) to its officers, employees, agents, associates and related bodies corporate;
  - (d) on a confidential basis, to a prospective purchaser of, or investor in, UBSSA or all or part of the business of UBSSA;
  - (e) to enable UBSSA to enforce its rights; or
  - (f) to any person to whom you have authorised it to release the information or documents.
- 14.4 All Personal Information collected from you will be collected, used and stored by UBSSA in accordance with its privacy policy, a copy of which can be made available to you on request.

You can access the information stored by UBSSA in relation to you, by contacting it at the address set out at the end of these General Terms.

15. **Tape Recording of Conversations**

You acknowledge that UBSSA may record telephone conversations between you and UBSSA. If there is a dispute between you and UBSSA, you have the right to listen to any recording of those conversations with you.

16. **Complaints**

If you wish to make a complaint about the services, which UBSSA provides, please see the specific complaints procedure documented in UBSSA's FSG.

17. **National Guarantee Fund (NGF)**

As UBSSA is a Participant of the ASX Group, you may make a claim on the NGF in certain circumstances including if UBSSA:

- (a) fails to provide securities to you which you have paid for;
- (b) fails to provide you with the proceeds of a sale for which you have delivered securities to UBSSA;
- (c) is suspended from participating in ASX group and is unable to meet its obligations to you;
- (d) transfers your securities without your authority; or
- (e) becomes insolvent and fails to meet its obligations to you.

For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793.

18. **Tax File Number**

18.1 Collection of Tax File Numbers (**TFN**) is authorised by law and the Tax Laws and the Privacy Act strictly regulate their use and disclosure. It is not an offence if you choose not to supply your TFN. For more information about the use of TFNs, please contact the Australian Taxation Office.

18.2 Once provided to UBSSA, until you tell UBSSA otherwise, your TFN will automatically be

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applied to any future investments that are registered by UBSSA.

- 18.3 Where you have contracted UBSSA's services in the course of an enterprise carried on by you, your Australian Business Number (ABN) if applicable, may be supplied in addition to or instead of you TFN.
- 18.4 Where no TFN or ABN has been supplied nor exemption claimed, tax may be taken out of your income distributions at the highest marginal tax rate plus the Medicare levy and any other applicable Government taxes or levies. For joint accounts, each individual must supply a TFN, otherwise the account will be taxed as if no TFN has been supplied.
- 18.5 If you are a non-resident of Australia, or a resident of Australia who holds the account jointly with a non-resident, the total amount of interest income from the account will be subject to withholding tax, and the rate of such withholding tax will be the applicable rate for overseas residents as long as, in the case of an account held jointly with an Australian resident, the Australian resident has quoted their TFN.

### 19. Direct Debit Request

By completing a Direct Debit Request you:

- (a) request UBSSA (Debit User Identification number 181244) to arrange for any amount UBSSA may debit or charge you, to be debited through the Bulk Electronic Clearing System and paid to UBSSA from the CMT Account you have nominated in the Application Form (the **Account**);
- (b) authorise UBSSA to debit the Account with any amount UBSSA may debit or charge you in accordance with the General Terms in this clause 19 (including the Direct Debit Request Service Agreement); and
- (c) acknowledge having read and understood, and agree to be bound by, the General Terms in this clause 19 (including the Direct Debit Request Service Agreement).

The Direct Debit Request may be a separate document or part of an account opening form.

### 20. Amendment

UBSSA may amend these General Terms from time to time. UBSSA will give you 10 Business

Days notice of any amendment after which time the amendment is effective.

### 21. Governing law

These General Terms are governed by and construed in accordance with the laws in force in New South Wales and you and UBSSA submit to the non-exclusive jurisdiction of the courts of New South Wales (and courts which may hear appeals from those courts).

### 22. Interpretation

22.1 In these General Terms:

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

**ACH Clearing Rules** means the operating rules of ACH, as amended from time to time;

**Approved CMT** means a cash management trust the responsible entity of which is an Australian branch of an Australian Authorised Deposit-taking Institution approved by UBSSA and the Intermediary for the purposes of these General Terms;

**ASIC** means the Australian Securities and Investments Commission;

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

**ASTC Settlement Rules** means the operating rules of ASTC, as amended from time to time;

**ASX** means ASX Limited ABN 98 008 624 691;

**ASX Market Rules** means the operating rules of ASX, as amended from time to time;

**ASX Product** means a Cash Market Product (as defined in the ASX Market Rules), which includes ASX quoted equity securities, loan securities and warrants;

**ASX Transaction** means a Cash Market Transaction (as defined in the ACH Clearing Rules) and generally means a transaction on ASX in ASX Products;

**Business Day** has the same meaning given to it in the ASTC Settlement Rules;

**CHESS** is defined in the ASTC Settlement Rules and generally means the Clearing House Electronic Subregister System;

**Claim** means a claim, action, proceeding or demand made against the person concerned,

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however it arises and whether it is present or future, fixed or unascertained, actual or contingent;

**CMT Account** means an account with an Approved CMT (or a holding of units in an Approved CMT) in your name in respect of which you and UBSSA have a Direct Debit Agreement (as defined in the Direct Debit Request Service Agreement);

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

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

**CS Approved Product** means an ASX Product approved for settlement by ASTC in accordance with the ASTC Settlement Rules;

**Documents** means documents of title, documents evidencing your security holder reference number and documents evidencing your agreement to comply with the Sponsorship Terms;

**Direct Debit Request Service Agreement** means the agreement between you and UBSSA set out in the document entitled "UBSSA Direct Debit Request Service Agreement" which is attached to these General Terms;

**Direct Debit Request** means the direct debit request between you and UBSSA, which you make by completing and signing either:

- (a) the relevant part of an account opening form; or
- (b) a separate document to a similar effect,

under which you authorise UBSSA to arrange for funds to be debited from an account with an Approved CMT (or units redeemed from a holding of units in an Approved CMT) nominated by you.

**Effective Date** has the same meaning given to it in the ASTC Settlement Rules;

**FSG** means a financial services guide (including any supplementary financial services guide);

**HIN** means a holder identification number used to identify you in CHESS;

**Loss** means a damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or

future, fixed or unascertained, actual or contingent;

**Order** means any instructions placed by you or on your behalf with UBSSA to buy, sell, subscribe for or otherwise deal in ASX Products;

**Participant Change Notice** has the same meaning given to it in the ASTC Settlement Rules and generally means a notice sent to a sponsored client by a Controlling Participant that novates a Sponsorship Agreement to another Controlling Participant;

**Personal Information** means all information about a person that is "personal information" as defined in the Privacy Act 1988 (Cth), as amended from time to time, which is collected or held by UBSSA (or the Intermediary on its behalf) in connection with these General Terms;

**Registration Details** has the meaning given to it in the ASTC Settlement Rules and generally refers to your name, address and Residency Indicator;

**Residency Indicator** has the meaning given to it in the ASTC Settlement Rules and generally refers to a code (being "D" for domestic, "F" for foreign and "M" for mixed) used to indicate the status for the purposes of the relevant legislation or governing instrument of the ultimate beneficial owner of ASX Products in a Holding on CHESS;

**Sponsorship Agreement** means a written agreement between the Sponsoring Participant and another person as required pursuant to ASTC Settlement Rule 7;

**Sponsorship Terms** means the agreement between you and UBSSA set out in the document entitled "UBSSA Sponsorship Terms" which is attached to these General Terms;

**Trading Platform** has the meaning given to it in the ASX Market Rules and generally means a platform made available by ASX for the entry of trading messages, the matching of orders and the reporting of transactions.

**UBS Accounts** means any account you have with any member of the UBS Group, including (without limitation) any cash management trust account (whether with UBS Cash Management Trust (ARSN 090 430 587) or any other member of the UBS Group) or any account relating to trading in ASX Products;

**UBS AG** means UBS AG, Australia Branch ABN 47 088 129 613, AFS Licence No. 231087;

**UBS Group** means UBSSA, UBS AG and any of their related bodies corporate;

**UBSSA** means UBS Securities Australia Limited ABN 62 008 586 481, AFS Licence No. 231098, a Trading Participant of ASX, a General Participant of ACH and a General Settlement Participant of ASTC, and its successors and assignees;

**you** means the person named in the account opening form. If there is more than one, you means each of you separately and every two or more of you jointly and each person is authorised to issue instructions to the Intermediary and give receipts to UBSSA in relation to any purchase or sale of financial products or other matters to which these General Terms and conditions relate. You includes your successors and assignees.

**UBS Securities Australia Limited**

ABN 62 008 586 481

AFS Licence No. 231098

Level 16, Chifley Tower

2 Chifley Square

Sydney, NSW, 2000

**A participant of ASX Group**

- 22.2 The singular includes the plural and vice versa.
- 22.3 Headings are for convenience only and do not affect the interpretation of this agreement.
- 22.4 Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.
- 22.5 Words used in this document have the meanings given to them in the ASX Market Rules, ACH Clearing Rules or ASTC Settlement Rules (as the case may be). If you require a copy of these definitions please contact the Intermediary.
- 22.6 You agree that in the event of any inconsistency between:
- (a) these General Terms; and
  - (b) any applicable laws, the ASX Market Rules, ACH Clearing Rules or ASTC Settlement Rules,
- the latter will prevail to the extent of the inconsistency.
- 22.7 You acknowledge that this document is not exhaustive and agree to be bound by other policies and procedures, which concern the operations of your account with UBSSA as notified to you from time to time.

## UBSSA DIRECT DEBIT REQUEST SERVICE AGREEMENT

1. **Debiting Your Account**
  - 1.1 By completing a Direct Debit Request, you authorise UBSSA to arrange for funds to be debited from the Account.
  - 1.2 UBSSA will only arrange for funds to be debited from the Account as authorised in the Direct Debit Request.
  - 1.3 If the Debit Day falls on a day that is not a Banking day, UBSSA may direct Your Financial Institution to debit the Account on the following Banking day. If you are unsure about the day on which the Account has or will be debited, you should ask Your Financial Institution.
2. **Accounts**
  - 2.1 You should check with Your Financial Institution whether direct debiting is available from the Account as direct debiting may not be available on all accounts offered by Your Financial Institution.
  - 2.2 You should also check that the Account details provided to UBSSA are correct by checking them against a recent Account statement.
3. **Your obligations**
  - 3.1 It is your responsibility to ensure that there are sufficient clear funds available in the Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
  - 3.2 If there are insufficient funds in the Account to meet a Debit Payment:
    - (a) you may be charged a fee and/or interest by Your Financial Institution;
    - (b) you may also incur fees or charges imposed or incurred by UBSSA; and
    - (c) you must immediately arrange for sufficient clear funds to be in the Account by an agreed time so that UBSSA can process the Debit Payment.
  - 3.3 You should check the Account statement to verify that the amounts debited from the Account are correct.
  - 3.4 If UBSSA is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay UBSSA on demand an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
4. **Errors**
  - 4.1 If you believe that there has been an error in debiting the Account, you should notify UBSSA directly on (02) 9324 2000 and confirm that notice in writing as soon as possible.
  - 4.2 If UBSSA concludes as a result of our investigations that the Account has been incorrectly debited UBSSA will arrange for Your Financial Institution to adjust the Account accordingly. UBSSA will also notify you in writing of the amount by which the Account has been adjusted.
  - 4.3 If UBSSA concludes as a result of our investigations that the Account has not been incorrectly debited UBSSA will provide you with reasons and any evidence for this finding.
  - 4.4 Any queries about an error made in debiting the Account should be directed to UBSSA in the first instance so that UBSSA can attempt to resolve the matter with you. If the matter cannot be resolved in this manner UBSSA may refer it to Your Financial Institution, which will obtain details from you of the disputed transaction.
5. **Cancellation and changes**
  - 5.1 You may cancel your authority for UBSSA to debit the Account at any time by giving UBSSA 10 days notice in writing. This notice should be given to UBSSA in the first instance.
  - 5.2 UBSSA may terminate these arrangements at any time by giving 10 days notice in writing to you.
6. **Confidentiality**
  - 6.1 UBSSA will keep any information (including Account details) in your Direct Debit Request confidential.
  - 6.2 UBSSA will only disclose information that it has about you:
    - (a) to the extent specifically required by law; or
    - (b) for the purposes of this Direct Debit Agreement (including disclosing information in connection with any query or claim); or

## UBSSA DIRECT DEBIT REQUEST SERVICE AGREEMENT

(c) as permitted by the General Terms.

### 7. Amendment

UBSSA may amend this Direct Debit Agreement from time to time. UBSSA will give you 10 Business Days notice of any amendment after which time the amendment is effective.

### 8. Governing Law

This Direct Debit Agreement is governed by and construed in accordance with the laws in force in New South Wales and you and UBSSA submit to the non-exclusive jurisdiction of the courts of New South Wales (and courts which may hear appeals from those courts).

### 9. Interpretation

In this Direct Debit Request Service Agreement (**Direct Debit Agreement**) words have the meaning given to them:

(a) in clause 22 of the General Terms (unless otherwise defined); or

(b) in clause 10 of this Direct Debit Agreement.

### 10. Definitions

**Account** means an account with an Approved CMT (or holding of units in an Approved CMT) identified in part 10 of the Application Form, but only if that account (or holding) is with a Financial Institution.

**Approved CMT** means a cash management trust the responsible entity of which is an Australian branch of an Australian Authorised Deposit Taking Institution, which has been approved, by UBSSA and the Intermediary for the purposes of the General Terms.

**Banking Day** means a day other than a Saturday or a Sunday or a public holiday throughout Australia.

**Debit Day** means the day that payment is due from you to UBSSA.

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

**Direct Debit Request** means your direct debit request under clause 19 of the General Terms, which you make by completing and signing either:

(a) the relevant part of an account opening form; or

(b) a separate document to a similar effect, under which you authorise UBSSA to arrange for funds to be debited from the Account.

**Financial Institution** means the responsible entity of an Approved CMT in respect of which UBSSA has a direct debit facility arrangement.

**Your Financial Institution** means the Financial Institution at which the Account is kept.

## EXPLANATION OF SPONSORSHIP AGREEMENT

The following is an explanation of the terms of your sponsorship agreement with UBSSA (Sponsorship Terms).

A copy of the Sponsorship Terms follows this explanation. It is important that you read this document and understand it before signing a UBSSA account opening form or before you agree to the Participant Change Notice you receive from UBSSA. If you sign the account opening form or do not do anything to indicate that you do not agree to the Participant Change Notice you receive from UBSSA, you acknowledge that you have understood the effect of the Sponsorship Terms.

### 1. What is the purpose of the Sponsorship Terms?

The Sponsorship Terms appoints UBSSA as your “controlling participant” on CHESS.

CHESS is an electronic system that manages the settlement process by facilitating the exchange of money and shares at the same time. CHESS also administers a form of electronic registration of shareholdings so instead of holding certificates to show that you own ASX Products, under CHESS you have ASX Products registered in your name to show that you own them. CHESS is operated by ASX Settlement and Transfer Corporation Pty Ltd ABN 49 008 504 532 (**ASTC**) under the ASTC Settlement Rules.

UBSSA is admitted as a General Settlement Participant of ASTC, which means that it is able to control ASX Products on CHESS for you. By agreeing to the Sponsorship Terms, you appoint UBSSA as your controlling participant to control your ASX Products on CHESS. In other words, UBSSA “sponsors” your ASX Products on CHESS.

### 2. Explanation of the Sponsorship Terms (clause 1)

In clause 1.1 you appoint UBSSA to act as your agent on CHESS in respect of your holding(s) of the ASX Products identified by your HIN in an account opening form or on a Participant Change Notice that UBSSA sends to you.

Clauses 1.2 to 1.4 set out UBSSA's obligations in relation to the transfer of ASX Products into or out of your holding. Importantly, UBSSA will not usually initiate any transfer or conversion of ASX Products into or out of your holding without your express authority.

### 3. Acknowledgements by you (clause 2)

In clause 2.1 you make certain acknowledgements. These acknowledgements are that:

- (a) UBSSA has explained the Sponsorship Terms to you (by providing this explanation) and that you understood the Sponsorship Terms;
- (b) if you die or become bankrupt, your sponsored holdings will be unable to be transferred (by placing a “holder record lock” on your sponsored ASX Products) unless your legal representative elect to remove your sponsored ASX Products from the CHESS subregister;
- (c) if you die, the Sponsorship Terms continue in force in respect of your legally appointed representative for up to 3 months after the removal of the holder record lock;
- (d) the regulatory regime that applies to UBSSA in relation to the Sponsorship Terms, is the Corporations Act, ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules;
- (e) you can obtain information in relation to the regulatory regime that applies to the Sponsorship Terms from ASIC, ASX, ACH or ASTC;
- (f) you can lodge a complaint or a claim for compensation against UBSSA with UBSSA, ASIC or ASTC;
- (g) no other compensation apply in relation to the Sponsorship Terms;

## EXPLANATION OF SPONSORSHIP AGREEMENT

- (h) if a transfer of your ASX Product is effected in accordance with the ASTC Settlement Rules, then:
  - (i) you may not assert or claim against ASTC (or the relevant issuer of the ASX Product) that UBSSA was not authorised by you to effect that transfer; and unless the transfer was taken to have been effected by a Market Participant of ASX or a Clearing Participant of ACH, you have no claim arising out of the transfer against the National Guarantee Fund under the Corporations Regulations. However, UBSSA is both a Market Participant of ASX and a Clearing Participant of ACH; and
  - (i) that if UBSSA is not a Market Participant of ASX, neither ASX nor a Related Body of ASX has any responsibility for supervising or regulating the relationship between you and UBSSA. However, UBSSA is a Market Participant of ASX.

If you are a joint holder, under clause 2.2 you acknowledge that your holding will be transferred into a new holding in the name of the surviving holder(s) if one of the joint holders dies. The Sponsorship Terms continue to bind the surviving holders.

### 4. **Security, other interests and sub-positions (clause 3)**

If you instruct UBSSA to lodge ASX Products as cover for written positions in relation to ASX Derivative Products or advise UBSSA that an interest has been or will be created over ASX Products, you give UBSSA authority to give effect to your instructions. Note that UBSSA must always act in accordance with the ASTC Settlement Rules.

### 5. **Suspension of UBSSA from participation in CHESS (clause 4)**

If UBSSA is suspended from participation in CHESS, you may instruct ASTC to remove your sponsored holdings from the CHESS subregister or from UBSSA's control to another controlling participant. If you do not give ASTC such notice, ASTC may change your CHESS sponsor. If this occurs, the new controlling participant is initially subject to the Sponsorship Terms but must enter into a new sponsorship agreement with you within 10 business days.

### 6. **Complaints and compensation (clause 5)**

You have certain rights if you wish to claim compensation or make a complaint against UBSSA. These are set out in clause 5 and UBSSA's FSG.

In particular, if UBSSA breaches the Sponsorship Terms, you may refer that breach to any regulatory authority including ASTC. If UBSSA breaches a provision of the Sponsorship Terms and you make a claim against UBSSA, UBSSA's ability to satisfy that claim will depend on UBSSA's financial position. If a breach by UBSSA of the Sponsorship Terms falls within certain circumstances, you may be able to make a claim on the National Guarantee Fund for compensation.

### 7. **Rules (clause 6)**

Clause 6 provides that you must not do anything which would prevent or hinder UBSSA from complying with its obligations to ASX, ACH or ASTC.

This clause also provides that, if the Sponsorship Terms conflict with the ASTC Settlement Rules, the ASTC Settlement Rules prevail to the extent of any inconsistency and UBSSA can amend the Sponsorship Terms to make it comply with the ASTC Settlement Rules.

### 8. **Termination (clause 7)**

The Sponsorship Terms may be terminated if UBSSA becomes insolvent, if UBSSA's participation on CHESS is terminated or suspended or if either party notifies the other that it wants to terminate the Sponsorship Terms. Note that the rights and obligations which have accrued before the Sponsorship Terms come to an end are not effected.

## EXPLANATION OF SPONSORSHIP AGREEMENT

### 9. **Supply of Information (clause 8)**

You must promptly give UBSSA any information or documents, which are required to act as your controlling participant or comply with the ASTC Settlement Rules and the registration requirements.

### 10. **Change of controlling participant (clause 9)**

Clause 9 contain provisions setting out what is to happen if UBSSA no longer wishes to sponsor you. This may occur if there is a significant change to the organisational structure of the UBS Group or if the whole of UBSSA's business is to be transferred to another controlling participant. In particular, clause 9 provides for the novation of the Sponsorship Terms to another controlling participant without the need for you to sign a new sponsorship agreement.

### 11. **Copies of the Sponsorship Terms (clause 10)**

You are entitled to receive a copy of the Sponsorship Terms executed by us. You may request this at any time.

### 12. **Miscellaneous (clauses 11 and 12)**

These clauses deal with several important procedural and legal matters. Clause 11 states that UBSSA may amend the Sponsorship Terms but will give you 10 business days notice before doing so. Clause 12 states that the Sponsorship Terms are governed by the law and courts of New South Wales.

### 13. **Interpretation (clause 13)**

At the end of the Sponsorship Terms, clause 13 explains that the words used in the Sponsorship Terms have the meanings given to them in clause 22 of the General Terms.

## UBSSA SPONSORSHIP TERMS

If you have appointed UBSSA as your Controlling Participant (whether by way of the novation of an existing sponsorship agreement to UBSSA or by a direct appointment by you), the following are the terms of your Sponsorship Agreement with UBSSA.

1. **Sponsorship Agreement with UBSSA**
  - 1.1 You appoint UBSSA as your Controlling Participant in relation to your Holding with the HIN(s) specified or to be specified in your account opening form or otherwise agreed between you and UBSSA. You appoint UBSSA as your agent to carry out any action in CHESS relating to your Holding (including receiving and acting on any instructions to change Registration Details or Residency Indicator, a Notice of death or Bankruptcy, or Withdrawal Instructions).
    - (c) trustee elects to remove those Holdings from the CHESS subregister);
    - (c) if you die, these Sponsorship Terms are deemed to remain in operation in respect of the legally appointed representative authorised to administer your estate for a period of up to three calendar months after the removal of the Holder Record Lock in accordance with the ASTC Settlement Rules (unless your legally appointed representative elects to remove the Holdings sponsored under these Sponsorship Terms from the CHESS subregister);
  - 1.2 Subject to these Sponsorship Terms and the General Terms, UBSSA will not initiate any Transfer or conversion into or out of your Holding sponsored under these Sponsorship Terms without your express authority.
    - (d) the regulatory regime which applies to UBSSA includes the Corporations Act, ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules;
  - 1.3 Where UBSSA claims that you have not paid it in accordance with these Sponsorship Terms, UBSSA may refuse to comply with your Withdrawal Instructions (but only to the extent necessary to retain ASX Products in your Holding sponsored under the Sponsorship Agreement with a minimum value equal to 120% of the current market value of the amount claimed).
    - (e) information about UBSSA's status under the regulatory regimes which apply to it can be obtained from ASIC, ASX, ACH or ASTC;
    - (f) a complaint against UBSSA or claim for compensation may be lodged by you with UBSSA, ASIC or ASTC;
    - (g) except as referred to in clause 5, no compensation arrangements apply to you in relation to these Sponsorship Terms;
    - (h) if you have been taken to have effected a Transfer under these Sponsorship Terms, then:
      - (i) you may not assert or claim against ASTC or the relevant issuer (as defined in the ASTC Settlement Rules) that the Transfer was not effected by UBSSA or UBSSA was not authorised by you to effect the Transfer; and
      - (ii) you have no claim arising out of the Transfer against the National Guarantee Fund as described in clause 5, unless the Transfer was also effected
  - 1.4 Subject to these Sponsorship Terms and the General Terms, UBSSA will initiate any Transfer, conversion or other action necessary to give effect to Withdrawal Instructions within the scheduled time.
2. **Acknowledgments by you**
  - 2.1 You acknowledge that:
    - (a) before you agreed to the Sponsorship Agreement, UBSSA explained the Sponsorship Agreement to you and that you understood the effect of these Sponsorship Terms;
    - (b) if you die or become bankrupt, a Holder Record Lock will be applied to all your Holdings sponsored under these Sponsorship Terms in accordance with the ASTC Settlement Rules (unless your legally appointed representative or

by a Market Participant of ASX or a Clearing Participant of ACH; and

- (i) if UBSSA is not a Market Participant of ASX, neither ASX nor a Related Party of ASX has any responsibility for supervising or regulating the relationship between you and UBSSA, other than in relation to the ASTC Settlement Rules relating to Sponsorship Agreements.

2.2 If you are a joint holder you also acknowledge that:

- (a) if one of the joint holders dies all Holdings under the joint Holder Record will be Transferred into new Holdings under a new Holder Record in the name of the surviving holders (these Sponsorship Terms remain valid for the new Holdings under the new Holder Record); and
- (b) if one of you becomes bankrupt, UBSSA will:
  - (i) establish a new Holder Record in the name of the one of you that is bankrupt, Transfer that person's interest into new Holdings under the new Holder Record and request ASTC to apply a Holder Record Lock to all Holdings under that Holder Record (unless the legally appointed representative of the bankrupt holder elects to remove the Holdings from the CHES subregister); and
  - (ii) establish a new Holder Record in the names of the other joint holders and Transfer their interest into new Holdings under the new Holder Record.

### 3. Security, Other Interests and Sub-positions

- 3.1 If you tell UBSSA that ASX Products are lodged with ACH as cover for written positions in options registered with ACH, you authorise UBSSA to take whatever action is required by ACH or the ACH Clearing Rules to give effect to that cover.
- 3.2 If you tell UBSSA that a charge or other interest in ASX Products has been or is to be given to a person then you authorise UBSSA to take

whatever action is required by that person in accordance with the ASTC Settlement Rules to give effect to or record that interest.

- 3.3 In the circumstances contemplated by this clause 3 (or in other circumstances, if you consent), UBSSA may create a sub-position over your Holding. If UBSSA does this, your ability to Transfer, convert or otherwise deal with the ASX Products will be restricted in accordance with the ASTC Settlement Rules.

### 4. Suspension from CHES

- 4.1 If UBSSA is suspended from CHES participation then (subject to the assertion by a liquidator, receiver, administrator or trustee of an interest in ASX Products controlled by UBSSA) you may within 20 Business Days of ASTC giving notice of the suspension give a notice to ASTC requesting that your Holdings sponsored under these Sponsorship Terms be removed either:

- (a) from the CHES subregister; or
- (b) from UBSSA's control to the control of another Sponsoring Participant with whom you have entered into a valid Sponsorship Agreement in accordance with the ASTC Settlement Rules.

- 4.2 If you do not give notice to ASTC under clause 4.1, ASTC may change your CHES sponsor under the ASTC Settlement Rules in which case you will be deemed to have entered into a new Sponsorship Agreement with the substitute Sponsoring Participant on the same terms and conditions as these Sponsorship Terms.

- 4.3 If you are deemed to have entered into a new Sponsorship Agreement with a new Sponsoring Participant under this clause 4 because UBSSA is suspended from CHES, the new Sponsoring Participant must enter into a new Sponsorship Agreement with you within 10 Business Days of the change of Sponsoring Participant.

### 5. Complaints

If you wish to make a complaint about the service, which UBSSA provides, please see the specific complaints procedure documented in its FSG.

If you make a claim for compensation, UBSSA's ability to satisfy that claim will depend upon UBSSA's financial circumstances.

## UBSSA SPONSORSHIP TERMS

If UBSSA breaches these Sponsorship Terms, you may refer that breach to any regulatory authority, including ASTC. If UBSSA is required to lodge a Sponsorship Bond, you may be entitled to make a claim to ASTC under UBSSA's Sponsorship Bond.

As UBSSA is a Participant of the ASX Group, you may make a claim on the National Guarantee Fund in certain circumstances including if UBSSA:

- (a) is suspended from participating in ASX group and is unable to meet its obligations to you;
- (b) transfers your securities without your authority; or
- (c) becomes insolvent and fails to meet its obligations to you.

For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793.

### 6. Rules

These Sponsorship Terms are subject to the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules. You must not do anything that would prevent or hinder UBSSA from complying with its obligations under the ASX Market Rules, ACH Clearing Rules and ASTC Settlement Rules.

Should any of the provisions of these Sponsorship Terms be inconsistent with the provisions of the ASTC Settlement Rules, UBSSA may, by giving you not less than 7 Business Days notice, vary these Sponsorship Terms to the extent to which in UBSSA's reasonable opinion it is necessary to remove the inconsistency.

### 7. Termination

UBSSA's appointment as Controlling Participant under these Sponsorship Terms may be terminated if:

- (a) you or UBSSA notifies the other in writing that it wants to terminate the appointment (in which case these Sponsorship Terms cease to apply from the time the notice is received unless a later time is specified in the notice);

- (b) UBSSA becomes insolvent;
- (c) UBSSA's participation in CHESS is terminated or suspended; or
- (d) you give an effective Withdrawal Instruction to UBSSA pursuant to clause 9.

Termination under this clause 7 does not affect any rights or obligations which have accrued to a party under these Sponsorship Terms or at law before termination.

Subject to you having discharged all your obligations to UBSSA owing in relation to any of your UBS Accounts, UBSSA will immediately Transfer or procure the Transfer of your Sponsored Participant Holding to you or as you may otherwise direct in writing.

### 8. Supply of Information

You will supply all information and supporting documentation which is reasonably required to permit UBSSA to comply with the registration requirements, as are in force from time to time, under the ASTC Settlement Rules.

### 9. Change of Controlling Participant

- 9.1 UBSSA may send you a notice (known as a Participant Change Notice) proposing that UBSSA cease to be the Controlling Participant for your Holdings and setting out details of the proposed new Controlling Participant. If you receive a Participant Change Notice from UBSSA, which complies with the requirements of the ASTC Settlement Rules, you are under no obligation to agree to the change of Controlling Participant and may choose to do any of the things set out in this clause.

You may choose to terminate this Sponsorship Agreement by giving Withdrawal Instructions to UBSSA indicating whether you wish to:

- (a) Transfer your Holding to another Controlling Participant; or
- (b) Transfer your Holding to one or more Issuer Sponsored Holdings.

- 9.2 If you do not take any action to terminate this Sponsorship Agreement in accordance with clause 9.1, and do not give any other instructions to UBSSA which would indicate that you do not agree to the change of Controlling Participant, then, on the Effective Date, these Sponsorship Terms will have been taken to

have been novated to the new Controlling Participant and will be binding on all parties as if, on the Effective Date:

- (a) the new Controlling Participant is a party to these Sponsorship Terms in substitution for UBSSA;
- (b) any rights of ours are transferred to the new Controlling Participant; and
- (c) UBSSA is released by you from any obligations arising on or after the Effective Date.

9.3 Novation under this clause will not take effect until you have received a notice from the new Controlling Participant confirming that the new Controlling Participant consents to act as the Controlling Participant for you. The Effective Date may, as a result, be later than the date set out in the Participant Change Notice.

9.4 You will be taken to have consented to the events referred to in this clause by the doing of any act which is consistent with the novation of these Sponsorship Terms to the new Controlling Participant (for example by giving an instruction to the new Controlling Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

9.5 These Sponsorship Terms continue for the benefit of UBSSA in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in this clause 9 not binding or effective on the Effective Date, then these Sponsorship Terms will continue for the benefit of UBSSA until such time as novation is effective, and UBSSA will hold the benefit of these Sponsorship Terms on trust for the new Controlling Participant.

9.6 Nothing in this clause will prevent the completion of the CHESS transactions by UBSSA where the obligation to complete those transactions arises before the Effective Date and these Sponsorship Terms will continue to apply to the completion of those transactions, notwithstanding the novation of these Sponsorship Terms to the new Controlling Participant under this clause 9.

## 10. Copies of the Sponsorship Terms

You are entitled to receive a copy of the executed Sponsorship Terms. You may request a copy of the executed Sponsorship Terms at any time.

## 11. Amendment

UBSSA may amend these Sponsorship Terms from time to time. UBSSA will give you 10 Business Days notice of any amendment after which time the amendment is effective.

## 12. Governing law

These Sponsorship Terms are governed by and construed in accordance with the laws in force in New South Wales and you and UBSSA submit to the non-exclusive jurisdiction of the courts of New South Wales (and courts which may hear appeals from those courts).

## 13. Interpretation

In these Sponsorship Terms, words have the meaning given to them in clause 22 of the General Terms (unless otherwise defined).

## UBSSA DERIVATIVES TERMS

If you have been approved by UBSSA to buy, sell or otherwise deal in ASX Derivative Products, these Derivative Terms apply to you in addition to the General Terms.

For the purposes of ASX Market Rule 7.1.2 and ACH Clearing Rule 7.1.1, the Derivative Terms and General Terms together constitute the Derivative Client Agreement. References in these Derivative Terms to "this agreement" are to the Derivative Client Agreement so constituted.

- Collateral from a subposition, and the sale of Collateral.
1. **Orders and instructions**
- 1.1 You agree that, if you wish to place any Order, you must do so with the Intermediary, and the Intermediary will, as your agent (and not as the agent of UBSSA), communicate your Order and other instructions or information to UBSSA.
- 1.2 UBSSA will not act on any Orders or other instructions or information communicated directly to it by you (and not through the Intermediary). You may only terminate the Intermediary's authority to act on your behalf by terminating this agreement.
- 1.3 You acknowledge that UBSSA may, at any time, in its absolute discretion:
- (a) refuse to accept an Order from you;
  - (b) refuse to execute any Orders for you; or
  - (c) limit your dealings in any ASX Derivative Product.
- 1.4 You acknowledge that UBSSA may, in certain circumstances permitted under the Corporations Act, ASX Market Rules or ACH Clearing Rules, take the opposite position in ASX Derivatives Products, either acting for another client or on its own account.
- 1.5 You acknowledge that UBSSA is not required to act in accordance with your instructions, where to do so would constitute a breach of the ASX Market Rules, ACH Clearing Rules or the Corporations Act.
2. **Appointment of UBSSA as agent**
- 2.1 You appoint UBSSA as your agent to deal in ASX Derivative Products under the terms of this agreement.
- 2.2 You irrevocably appoint severally UBSSA and UBSSA's employees, agents, or representatives, as your attorney in relation to providing ACH or ASTC (or both) with any notifications and actions necessary to give effect to UBSSA's rights to deal with Cover. This includes, without limitation, the release of
- 2.3 UBSSA has full power to:
- (a) buy in and rescind or vary any contract for sale, or resell, without liability for any loss;
  - (b) execute assurances (in your name, and on behalf of you, or otherwise) of all or any Collateral which you lodge with UBSSA; and
  - (c) take all other steps which UBSSA may consider necessary or appropriate to complete any such sale.
3. **Appointment of ACH as agent**
- You irrevocably appoint severally ACH, and every director, manager and assistant manager for the time being of the ACH, at the option of the ACH (as applicable) to do all acts and execute all documents on your behalf for the purpose of exercising the powers conferred on ACH under the ACH Clearing Rule 15. These powers include, but are not limited to, the power to transfer or close out open ASX Derivative Products if UBSSA commits an event of default.
4. **Conduct of business**
- 4.1 You acknowledge that:
- (a) notwithstanding that UBSSA may act in accordance with your instructions, or on your behalf, any ASX Derivative Product arising from any order submitted to ASX is entered into by UBSSA as principal;
  - (b) upon registration of an ASX Derivative Product with ACH in the name of UBSSA, UBSSA incurs obligations to ACH as principal, even though the ASX Derivative Product may have been entered into on your instructions; and
  - (c) UBSSA carries the settlement obligations for all ASX Derivative Transactions of UBSSA (including yours) and must settle as principal with

ACH or the relevant counterparty, even though the ASX Derivative Transaction may have been entered into on your behalf. Your settlement obligations are therefore owed directly to UBSSA.

4.2 You acknowledge that any benefit or right obtained by UBSSA upon registration of an ASX Derivative Product with ACH by:

- (a) novation under the ACH Clearing Rules; or
- (b) any other legal result of registration,

is personal to UBSSA and the benefit of that benefit, right or legal result does not pass to you. You have no rights, whether by way of subrogation or otherwise, against ASX or ACH in relation to any dealings by UBSSA (or any other Participant or Market Participant) in ASX Derivative Products.

4.3 You and UBSSA agree that the terms of your relationship in respect of ASX Derivative Products and any dealings between you and UBSSA concerning ASX Derivative Products are subject to, and that you and UBSSA are bound by, the ASX Market Rules, ACH Clearing Rules, Corporations Act (as amended from time to time) and the procedures, customs, usages and practices, directives, decisions, directions and requirements of the ASX, ACH and their related entities in so far as they apply to ASX Derivative Products.

4.4 You acknowledge that ASX has the power under the ASX Market Rules to cancel or amend (or require the cancellation or amendment of) ASX Derivative Transactions.

## 5. Your acknowledgements and warranties

5.1 You acknowledge that:

- (a) you have received, read and understood a copy of each document given to you by UBSSA, including the current explanatory booklets published by ASX in respect of ASX Derivative Products and the UBSSA ASX Derivatives Product Disclosure Statement;
- (b) dealing in ASX Derivative Products incurs a risk of loss as well as a potential for profit; and
- (c) you have given consideration to your objectives, financial situation and needs and have formed the opinion that

dealing in ASX Derivative Products is suitable for your purposes.

5.2 You represent and warrant that:

- (a) where you are a body corporate, you are (and will remain) duly incorporated under the laws of the place of your incorporation and have full power and authority to enter into this agreement and deal in ASX Derivative Products, and any person executing this agreement has full power and authority to execute this agreement on your behalf;
- (b) where you are a partnership, you have full power and authority to enter into this agreement and to deal in ASX Derivative Products, and the person executing this agreement has full power and authority to execute this agreement on your behalf;
- (c) where you are a natural person, you have the legal capacity to enter into this agreement; and
- (d) in any of the above cases, where you enter into this agreement as trustee, you have full power and authority as such trustee to enter into this agreement and to deal in ASX Derivative Products and have the right to be indemnified out of the assets of the relevant trust in respect of all and any of your obligations and liabilities under this agreement.

5.3 You represent and acknowledge that you are acting as principal and not as an agent or intermediary in placing Orders under these Derivative Terms and that your obligations under this Agreement are owed by you as principal to UBSSA.

## 6. Your funds and property

6.1 UBSSA must deal with any money and property paid or given to UBSSA in connection with your relationship with UBSSA relationship in accordance with the Corporations Act and the ACH Clearing Rules.

6.2 You acknowledge that your monies and the monies of other clients of UBSSA may be combined and deposited by UBSSA in a trust account or clients' segregated account. You acknowledge that all monies credited to the clients' segregated account maintained by UBSSA may be used by UBSSA to meet the default of any client of UBSSA.

- 6.3 UBSSA may (without notice or demand):
- (a) combine or consolidate any or all of the accounts (of whatever nature, maturity or wherever located) which you hold with UBSSA (or any member of the UBS Group); and
  - (b) set-off or apply:
    - (i) any sum standing to the credit of any one or more of those accounts; or
    - (ii) any proceeds of the sale of any Collateral,
- in or towards satisfaction of your obligations under this agreement.
- 7. Deposits and Margins**
- 7.1 UBSSA may call for payment of money by you or the provision of other security by you, which UBSSA considers, in its absolute discretion, appropriate in connection with the obligations incurred by UBSSA in respect of ASX Derivative Transactions entered into on your account.
- 7.2 You become liable to pay:
- (a) the deposit at the time the dealing takes place, regardless of when the call is made; and
  - (b) the margin at the time the margin comes into existence, regardless of when or whether a call is made.
- 7.3 The time by which you must pay any amount called or provide security is of the essence. You must pay the amounts called, or provide the relevant security, within 24 hours of the call for payment.
- 7.4 UBSSA may, in its absolute discretion, vary the deposit or margin requirements. UBSSA is not obliged to apply the deposit requirements applicable on the ACH, provided that UBSSA calls the minimum deposit required by ACH.
- 7.5 If you fail to meet the call or lodge Cover, then UBSSA may (without prejudice to any other rights or powers under this agreement) in its absolute discretion (but is not obliged to) close out, without notice, all or some of your positions in ASX Derivative Products.
- 7.6 You authorise UBSSA to withdraw or otherwise apply funds or financial products held on your behalf by UBSSA (or any member of the UBS Group) to partially or fully satisfy such calls.
- 7.7 You must pay in cash any deficit owing to UBSSA after closure for whatever reason. If you do not pay that deficit, UBSSA may (among other things) realise any financial products (including without limitation, any securities) held or otherwise controlled by UBSSA and apply the proceeds against that deficiency, and you irrevocably authorise UBSSA to take such action as is necessary to give effect to this clause.
- 7.8 Your liability for margin calls is not limited to the amount, if any, deposited with UBSSA.
- 8. Cover**
- 8.1 If you lodge any Cover with UBSSA at any time, you represent and warrant to UBSSA that:
- (a) you are the beneficial owner of that Cover; and
  - (b) your title to the Cover has not been restricted or limited in any way.
- 8.2 You authorise UBSSA to make any financial products lodged with, or otherwise held by, UBSSA available to ACH as Cover.
- 8.3 You must not:
- (a) sell or dispose of the Cover;
  - (b) create or allow to exist a security interest over, or any other interest in, the Cover or this agreement; and
  - (c) assign or transfer all or any part of its rights in, or obligations under, the Cover or this agreement.
- without UBSSA's prior written consent.
- 8.4 You agree that no interest is payable on any Cover provided by you to UBSSA.
- 9. Equitable mortgage of Cover**
- 9.1 If you have lodged uncertificated financial products as Cover for any existing or prospective margin or deposit requirements, you authorise UBSSA to effect a reservation of those financial products in UBSSA's name or in the name of ACH in a CHESS holding in accordance with the ASTC Settlement Rules.
- 9.2 Upon lodgement of financial products with UBSSA under clause 8 above until ASTC reserves those financial products in a subposition (in accordance with the ASTC Settlement Rules), the financial products will be

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- subject to an equitable mortgage from you to UBSSA.
- 9.3 You authorise UBSSA to effect a release of the financial products from the subposition at any time in accordance with the ASTC Settlement Rules. Upon such release, the financial products will again be subject to an equitable mortgage from you to UBSSA.
- 9.4 The equitable mortgage created under clauses 9.2 and 9.3 above will secure:
- (a) any deposit or margin obligations that arise on the part of you; and
  - (b) any amount which is owed by you to UBSSA as a result of the your default.
- 9.5 If new rights arise in relation to the Cover lodged under clause 8 above, the rights are to be held, renounced and transferred on the same basis under this agreement as the financial products in the holding and will become subject to an equitable mortgage in favour of UBSSA.
- 9.6 If you Default, then UBSSA may deal with such financial products and rights or interests attaching to the financial products in accordance with the terms of this agreement.
- 9.7 UBSSA will release the above equitable mortgage in respect of any or all Collateral upon satisfaction of your obligations under this agreement.
10. **Collateral to be sponsored by UBSSA**
- 10.1 You must appoint UBSSA as your Sponsoring Participant for the purposes of CHES in relation to financial products that are to be lodged with UBSSA as Collateral from time to time.
- 10.2 All Collateral you lodge with UBSSA will be subject to the terms and conditions of the Sponsorship Agreement between you and UBSSA.
11. **Default**
- 11.1 A Default occurs if you:
- (a) commit any act of default, whether by act or omission, under this agreement;
  - (b) become bankrupt;
  - (c) enter into a composition or scheme of arrangement for the benefit of creditors;
- (d) fail to complete under the ASX Market Rules or ACH Clearing Rules a contract for the transfer of Underlying Financial Products (as defined in the ACH Clearing Rules) following the exercise of an option or fail to perform any other obligation arising pursuant to the exercise or settlement of an ASX Derivative Product;
  - (e) have provided a guarantee or other security to UBSSA and it is withdrawn or becomes ineffective and other replacement securities acceptable to UBSSA is not provided;
  - (f) make any representation that is incorrect or misleading in any material way, with the result that loss or damages is, or is likely to be, suffered by UBSSA;
  - (g) have provided, or have requested a third party to provide, any guarantee of or security for your obligation which is withdrawn without the consent of UBSSA, or becomes defective or insufficient;
  - (h) fail to pay, or provide security for, amounts payable to UBSSA;
  - (i) being a company, go into liquidation, voluntarily or otherwise (except for the purpose of reconstruction), or appoint, or is appointed, a liquidator, receiver, administrator or official manager;
  - (j) being a natural person, die or become of unsound mind, you or your estate is liable to be dealt with in any way under any law relating to mental health;
  - (k) impose a moratorium on payments to creditors or cease, or threaten to cease, carrying on business;
  - (l) in the absence of making alternative arrangements, are not contactable by UBSSA within 24 hours in order for UBSSA to obtain instructions;
  - (m) engage in conduct such that a reasonably prudent broker would be of the view that you would be unable to comply with all of your obligations under this agreement, including, but not limited to, strict compliance with any time limits;
  - (n) fail to pay the amounts due in respect of an ASX Derivative Transaction;

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- (o) fail to fulfil your settlement obligations in respect of an ASX Derivative Transaction;
- (p) fail to fulfil your settlement obligations in respect of an ASX Transaction under the General Terms (or the relevant confirmation or any other agreement with UBSSA); or
- (q) have agreed with UBSSA in this agreement on the occurrence of any other event which entitles UBSSA to take action under this clause and that event occurs.

11.2 If a Default occurs, UBSSA has direct rights against you. UBSSA may, in addition to any other rights which they may have against you, without giving prior notice to you, take any action or refrain from taking action, which it considers reasonable in the circumstances in connection with ASX Derivative Transactions registered in your Client Account or otherwise entered into for you (including, without limitation, any ASX Derivative Transactions arising from those contracts). Without limitation, UBSSA may:

- (a) enter into or cause to be entered into one or more transactions to effect the close out of one or more ASX Derivative Products in accordance with the ACH Clearing Rules;
- (b) exercise one or more ASX Derivative Products in accordance with the ACH Clearing Rules;
- (c) abandon any one or more ASX Derivative Products not yet exercised;
- (d) cover open positions by entering into further ASX Derivative Transactions;
- (e) take any other action a reasonably prudent broker might take in the circumstances to protect UBSSA's personal obligation incurred when dealing on your behalf;
- (f) sell (or arrange for the sale of) any or all of your property (including, but not limited to any Collateral lodged with ACH or UBSSA, any property that is sponsored by UBSSA (or any member of the UBS Group) in CHESS or held by UBSSA (or any member of the UBS Group) in nominee holdings), in accordance with the terms of this agreement and apply the proceeds

towards satisfaction of monies owing by you to UBSSA;

- (g) apply any Cash Cover or other monies that you have deposited with ACH or UBSSA (or any member of the UBS Group) by way of set-off;
- (h) exercise any other power or right which UBSSA may have under this agreement or in law or equity or that are conferred by the ASX Market Rules or ACH Clearing Rules, and/or perform any other obligation arising under the ASX Market Rules, ACH Clearing Rules or this agreement in respect of those ASX Derivative Products or ASX Derivative Transactions; and
- (i) do any other thing UBSSA is able to do under clause 11 of the General Terms as if a reference in that agreement to your failure to meet any of your settlement obligations included a reference to a Default.

You must account to UBSSA as if those actions were taken on your instructions and (without limitation) you are liable for any deficiency and entitled to any surplus, which may result.

11.3 UBSSA may sell (or arrange for the sale of) any Collateral:

- (a) either by public auction, private treaty or tender;
- (b) for cash or on credit;
- (c) in one lot or in parcels;
- (d) with or without special conditions or stipulations as to title or time or mode of payment or purchase money or otherwise;
- (e) with power to allow the whole or any part of the purchase money to be deferred (whether with or without any security);
- (f) whether or not in conjunction with the sale of any property to any person; and
- (g) upon such other terms and conditions as UBSSA may consider expedient.

UBSSA is not liable for any loss occasioned by a sale of the Collateral.

11.4 Upon any sale purporting to be made in the exercise of the powers conferred by this agreement or otherwise, no purchaser will be:

- (a) bound to ask whether any default has been made or otherwise as to the propriety or regularity of any sale; or
- (b) affected by express notice that any such sale is unnecessary or improper.

Despite any irregularity or impropriety in any such sale, the sale will be deemed to be authorised by such powers, as regards the protection of the purchaser or other party to any such dealing or disposal, and will be valid accordingly.

## 12. Change of Participant

If you receive a Participant Change Notice from UBSSA at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Participant, you are under no obligation to agree to the change of Participant. You may choose to do any of the things set out below.

You may choose to terminate this Client Agreement in accordance with clause 15 below or by giving instructions to UBSSA indicating that you wish to transfer your ASX Derivative Products to another Participant.

If you do not take any action to terminate this Client Agreement and do not give any other instructions to UBSSA which would indicate that you do not agree to the change of Participant then, on the Effective Date, this Client Agreement will have been taken to be novated to the new participant and will be binding on all parties as if, on the Effective Date:

- (a) the new Participant is a party to this Client Agreement in substitution for UBSSA;
- (b) any rights of UBSSA are transferred to the new Participant; and
- (c) UBSSA is released by you from any obligations arising on or after the Effective Date.

The novation does not take effect until you have received a notice from the new Participant confirming that the new Participant consents to acting as Participant for you. The Effective Date may as a result be later than the date set out in the Participant Change Notice.

You will be taken to have consented to the events referred to above by the doing of any act which is consistent with the novation of this Client Agreement to the new Participant (for example by giving an instruction to the new Participant) on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.

This Client Agreement continues for the benefit of UBSSA in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation not binding or effective on the Effective Date, then this Client Agreement will continue for the benefit of UBSSA until such time as the novation is effective, and UBSSA will hold the benefit of this Client Agreement on trust for the new Participant.

Nothing in this clause 12 will prevent the completion of ASX Derivative Transactions by UBSSA where the obligation to complete those transactions arises before the Effective Date and this Client Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of this Client Agreement to the new Participant under this clause 12.

## 13. Information

You must take all reasonable steps to obtain and communicate to UBSSA all information, and deliver (or cause to be delivered) to UBSSA all documents, with respect to dealing in ASX Derivative Products, which are requested by an entity having a right to do so. You authorises UBSSA to pass on all information, and deliver (or cause to be delivered) all documents to that entity.

## 14. Indemnity and disclaimer

14.1 You indemnify UBSSA and its employees, agents and representatives (and will keep them indemnified) from and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and any other amounts whatsoever:

- (a) arising out of any Default, whether by act or omission, of you under this agreement;
- (b) arising out of anything lawfully done by UBSSA in accordance with this agreement; or

- (c) by reason of UBSSA complying with any direction, request or requirement of ASX, ACH or any other regulatory authority.

You must pay UBSSA on demand any amounts owing to it under this indemnity.

14.2 All warranties (both express and implied) are disclaimed as to the description, quality, performance or fitness for the purposes of you of any Exchange Systems (or part of it).

14.3 UBSSA does not warrant or forecast that:

- (a) any Exchange System (or any part of it) or any service or any services performed in respect of it will meet the requirements of any user; or
- (b) the operation of, or services performed in respect of, any Exchange System will be uninterrupted or error-free.

14.4 UBSSA is not liable (and you release UBSSA from any liability) arising out of the operation of any Exchange System, whether for any breach of a provision of any relevant legislation, negligence, injury, death, lost profits, loss of files data or use, economic loss, loss or reputation or losses or damages incidental or consequential to the operation of any Exchange System, except to the extent that it is caused by the negligence or dishonesty of UBSSA its employees, agents or representatives.

## 15. Termination

15.1 Either you or UBSSA may terminate this agreement at any time by giving notice in writing to the other party. Termination will be effective upon receipt of the notice by the other party.

15.2 On termination of this agreement UBSSA will:

- (a) close out all ASX Derivative Products held by UBSSA for the account of you; and
- (b) close out, abandon or exercise any ASX Derivative Products not yet exercised,

unless, in accordance with a direction from you, those contracts are transferred to another Participant in accordance with the ASX Market Rules or ACH Clearing Rules.

15.3 Termination does not affect the:

- (a) existing rights and obligations of you or UBSSA prior to termination;

- (b) liabilities for any antecedent breach of any of the terms of this agreement; or

- (c) indemnities given under this agreement.

## 16. Amendment

16.1 UBSSA may amend this agreement from time to time. UBSSA will give you 10 Business Days notice of any amendment after which time the amendment is effective.

16.2 If ASX or ACH prescribes amended minimum terms for a Client Agreement for the purposes of the ASX Market Rules or ACH Clearing Rules, to the extent of any inconsistency between this agreement and the amended minimum terms, the amended minimum terms will override the terms of this agreement and apply as if you and UBSSA had entered into an agreement containing the amended minimum terms.

16.3 UBSSA will provide you a copy of the amended minimum terms referred to in clause 16.2 above as soon as practicable after ASX or ACH prescribes them.

## 17. Interpretation

17.1 In these Derivative Terms:

**ASX Derivative Product** means a Derivative Market Contract other than a Futures Market Contract (each as defined in the ASX Market Rules);

**ASX Derivative Transaction** means a Market Transaction (as defined in the ASX Market Rules) that relates to one or more ASX Derivative Products;

**Client Agreement** has the meaning given to it in the ACH Clearing Rules and generally means an agreement between you and a Participant in relation to ASX Derivative Products;

**Client Account** has the meaning given to it in the ACH Clearing Rules and generally means an account established by a Participant for the purposes of registering ASX Derivative Products;

**Collateral** has the meaning given to it in the ACH Clearing Rules and means property acceptable to ACH, secured by any person in favour of ACH in respect of some or all of the obligations of a Participant to ACH;

**Cover** has the meaning given to it in the ACH Clearing Rules and generally means Cash Cover (as defined in the ACH Clearing Rules) and Collateral;

**Default** has the meaning given to it in clause 11.1 of these Derivative Terms;

**Effective Date** has the meaning given to it in the ACH Clearing Rules;

**Exchange System** means any computer system utilised by ASX, ACH or the ASTC in connection with trading, matching, price reporting, clearing, settlement or registration;

**new rights** means any dividends, bonuses, rights of the mortgagor consequent on any consolidation or sub-division, or any other scheme by which rights or interests attach in relation to the secured financial products;

**Order**, when used in these Derivative Terms, means any instructions placed by you or on your behalf with UBSSA to buy, sell or otherwise deal in ASX Derivative Products;

**Participant** has the meaning given to Participant in the ACH Clearing Rules and generally means a person admitted by ACH to participate in the clearing facility. UBSSA is a Participant;

**Participant Change Notice**, when used in these Derivative Terms, has the meaning given to it in the ACH Clearing Rules and generally means a notice sent to a client by a Participant that novates all ASX Derivative Contracts, which it holds in a Client Account to another Participant.

- 17.2 A reference in the General Terms to ASX Transaction is taken to include a reference to an ASX Derivative Transaction for the purposes of this agreement.
- 17.3 A reference in the General Terms to ASX Product is taken to include a reference to an ASX Derivative Product for the purposes of this agreement.
- 17.4 A reference in the General Terms to "these General Terms" is taken to include a reference to these Derivative Terms for the purposes of this agreement.
- 17.5 Unless otherwise defined, words and phrases defined in the General Terms have the same meaning in these Derivative Terms.
- 17.6 Time is of the essence under the terms of this agreement.