

TERMS AND CONDITIONS

CAPTIAL 19 PTY LTD.

ABN 17 124 264 366

Please keep these terms and conditions for future reference.

CUSTOMER INFORMATION AND PRIVACY

Collection and verification of customer information

“Customer information” is information about a customer. It includes personal information.

The law requires us to identify our clients. We do this by collecting and verifying information about you. We may also collect and verify information about persons who act on your behalf. The collection and verification of information helps to protect against identity theft, money laundering and other illegal activities.

We use your client information to manage our relationship with you, provide you with the products and services you request and also tell you about the products and services offered by Capital 19 Pty Ltd and affiliated providers and external providers for whom we act as an agent. If you have given us your electronic contact details, we may provide marketing information to you electronically.

The collection and verification of client information may be carried out in different ways and we will advise you of the most acceptable methods of doing this. We may disclose your client information in carrying out verification, for example we may refer to public records to verify information and documentation, or we may verify with an employer that the information you have given us is accurate.

Depending on whether you are an individual or organisation, the information we collect will vary. For instance, if you are an individual, the type of information we may collect and verify includes your full name, date of birth and residential address. If you are commonly known by two or more different names, you must provide us with full details of your other name or names.

For instance, if you are a company, we may collect and verify information, including company incorporation and registration details, as well as details of the company’s officers and its major shareholders.

If you are acting as a trustee, we may ask you for, amongst other things, information on the beneficiaries of the trust and evidence of the existence of the trust.

If you are a partnership, we may require information including evidence of the fact that the partnership exists, as well as the full name of the partnership, the names of the partners and any business name owned by the partnership.

For other organisations, the kind of information we collect and verify will depend on the type of organisation you are.

In addition, during your relationship with us, we may also ask for and collect further information about you and about your dealings with us.

You must provide us with accurate and complete information. If you do not, you may be in breach of the law and also we may not be able to provide you with products and services that best suits your needs.

PROTECTING CUSTOMER INFORMATION

We comply with the National Privacy Principles as incorporated into the Privacy Act 1988 (Cth).

We disclose customer information to other members of the Capital 19 and Capital and Finance group, so that we may have an integrated view of our clients and to facilitate the integrated treatment of our clients. It also enables other members of Capital 19 or Capital and Finance to provide you with information on their products and services.

OTHER DISCLOSURES

At common law, we are permitted to disclose customer information in the following circumstances:

- a. where the disclosure is compelled by law; or
- b. where there is a duty to the public to disclose; or
- c. where our interests require disclosure; or
- d. where disclosure is made with your express or implied consent.

So that we can manage our relationships, client information may be disclosed to:

- brokers and agents who refer your business to us;
- any person acting on your behalf, including your financial advisor, solicitor, settlement agent, accountant, executor, administrator, trustee, guardian or attorney;
- financial institutions who request information from us if you seek credit from them;
- if you have life insurance: medical practitioners (to verify or clarify, if necessary any health information you may provide), claims investigators and reinsurers (so that any claim you make can be assessed and managed), insurance reference agencies (where Capital and Finance is considering whether to accept a proposal of insurance from you and, if so, on what terms); and organisations to which we may outsource certain functions.

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In all circumstances where Capital 19's contractors, agents and outsourced service providers become aware of client information, confidentiality arrangements apply. Client information may only be used by Capital 19's agents, contractors and outsourced service providers for our purposes.

We may be required to disclose client information by law, for example under Court Orders or Statutory Notices pursuant to taxation or social security laws or under laws relating to sanctions, anti-money laundering or counter terrorism financing.

We may send client information overseas if:

- that is necessary to complete a transaction
- we outsource certain functions overseas

We may also be permitted, as distinct from required to disclose information in other circumstances. For more information please refer to our Privacy Policy.

ACCESS TO YOUR PERSONAL INFORMATION

The law allows you (subject to permitted exceptions) to access your personal information. You can do this by contacting:

Capital 19 Account Services
PO Box H69
Australia Square NSW 1215

We may charge you for providing access.

FURTHER INFORMATION

For further information on Capital 19's privacy and information handling practices, please refer to Capital 19's Privacy Policy, which is available at www.capital19.com or upon request from our office.

INTERNATIONAL SECURITIES TRADING TERMS AND CONDITIONS AND DEFINITIONS

"Agent" any broker or custodian appointed by us including international brokers, international custodians, international clearers and banks;

"International Securities" means securities listed on a foreign or Australian stock exchange and includes, but is not limited to stocks, options, bonds, futures, forex, CFDs, warrants, debentures or other debt securities, notes, rights to receive, purchase or subscribe for same;

"Portfolio" means all International Securities held from time to time by an Agent or by us on your behalf under these Terms and Conditions;

"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 under any jurisdiction relating to money laundering or counterterrorism; (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).

"Terms and Conditions" means these terms and conditions, setting out the agreement between you and us;

"we, our and us" means Capital 19 Pty. Ltd.

"you or your" means the person or persons named in the application to deal in International Securities and where the context requires or permits all of them.

1. These International Securities Trading Terms and Conditions apply to all dealings between you and us and any Agent of ours, when you apply for an International Securities Trading account with us.
2. You agree to appoint us to execute, arrange facilities for execution of trades in International Securities and to arrange associated settlement and custody services.
3. You agree to provide us with an electronic address and authorise us to send a confirmation for any dealing, or any notice to you, electronically to the latest such address advised to us.
4. Any dealings between us and our Agent, or between you and our Agent, will also be subject to the terms and conditions or trading rules of our Agent.
5. You agree that when dealing in International Securities under these Terms and Conditions you do not have the right to obtain physical delivery of those securities where those securities are registered in the name of our appointed Agent on your behalf. You also agree that our Agent may exercise any rights that we or any other Agent may have under these Terms and Conditions.
6. We or our Agent may deposit in one or more cash accounts all moneys received on your behalf relating to the Portfolio. A cash account may be held in your name or that of the Agent, as we or our Agent considers to be advisable. Any such account will be denominated in the currency of the country in which you wish to deal and may be on the terms and conditions imposed by any Agent of ours who holds a cash account on your behalf. You agree to pay us or our Agent all fees and charges and indemnify us for any liabilities arising from the operation of cash accounts by us or our Agent on your behalf.
7. Orders to buy and sell International Securities:
 - a. may only be valid for terms that we determine from time to time and within the maximum terms allowed on the foreign stock exchange;

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- b. can only be placed where we or our Agent have access to cleared funds from a cash account held on your behalf to cover all costs associated with any purchase on the number of units of International Securities to be sold is currently held on your behalf.
8. Unless we otherwise state or specify all confirmations for sale or purchase of International Securities will be for your account in the currency of the country in which you have chosen to deal. You agree that you will bear the foreign exchange risks of trading in International Securities including, but not limited to , the risks of cash held, of dividends or other income payments received, of expenses or other liabilities incurred and of exchange controls or other laws that may prohibit or impose costs on transfers of International Securities or cash or accounts held in countries inside or outside Australia or denominated in currencies other than Australian dollars.
9. Any dividend, interest or any other cash payment, to which you are entitled in relation to any International Securities held on your behalf, may be credited to your account less withholding tax and any other applicable charges.
10. Unless you and we otherwise agree, you acknowledge that any foreign exchange dealing facilitated by us may be conducted with our agents at their current rates of dealing for such transactions. You agree that we will not be liable for any loss suffered by you as a result of the conversion of an amount to or from Australian dollars or as a result of the timing of the conversation.
11. You and we will be bound by the local laws, rules, customs, usages and practices, including as to taxation, of the country in which any dealing is either wholly or partly transacted under these Terms and Conditions.
12. If you request variation to or cancellation of an open order recorded by us, the order cannot be varied or cancelled until your request has been notified by us or by you by way of internet trading systems, or as our Agent prescribes, to our Agent and confirmation of the variation or cancellation from our Agent has been received by us or you.
13. We will use our reasonable endeavours to execute or arrange execution of your instructions. You agree we will not be responsible for delays or errors in the transmission or execution of your orders, and you acknowledge that international time differences and timing of public holidays or other similar observances may lead to delays in receipt of instructions and execution by our Agents.
14. We agree to exercise reasonable care in selecting our Agents however you agree we will not be liable for any losses sustained or incurred by you be reason of any act, omission, fraud or negligence of any of our Agents, unless we have failed to exercise reasonable care in selecting the Agent.
15. You agree that we do not accept any liability in respect of the operation of a trading floor or stock exchange or any depository or clearing house.
16. We and our Agents may use price quoting services from time to time in connection with the provision of the services referred to in clause 2 of these Terms and Conditions. You agree we will not be liable to you for any loss resulting to you caused by any inaccuracy in the information or advice supplied by price quoting services. You agree that we may limit your access to price quoting service or may charge you fees based on your usage of these services.
17. We do not offer or hold ourselves out as offering personal advice in relation to the provision of any services to you.
18. We will make reasonable endeavours to notify you of any proposed corporate action provided we or our Agent receive timely notice of such actions however in the absence of giving you such notice you agree we will not be liable for a failure to notify you. You must provide us with written instructions as to the action you desire to take, within the specified time, and if you do not do so we will not be liable for any failure to take action in relation to proposed corporate actions.
19. We are not obliged to provide you with any notice of a general meeting of an issuer of International Securities and you may not be entitled to exercise voting rights in relation to any International Securities or to attend any such general meeting.
20. We do not provide you with copies of annual reports or company announcements of an issuer of International Securities. You may request that we obtain copies of particular documents and if we are able to do so such documents. We may charge a fee for this service.
21. You agree to pay us by way of deduction from a cash account held on your behalf commission, fees and charges in connection with the services provided under these Terms and Conditions, as varied by us on seven (7) days notice, at the rates and currency notified by us either in writing, by email, or posted on our website from time to time together with:
- any fees, taxes or other charges levied by a third party or in connection with provision of the services; and
 - interest on any unpaid amounts at the rate determined by us from time to time until the date of payment.
22. You agree that if you fail to pay any amount due and payable under these Terms and Conditions, we or our Agent may apply any cash held by us, our Agents or you and may sell or dispose of

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any International Securities under our control or the control of our Agents or any other securities of yours under our control, and apply the proceeds in satisfaction of the monies owing by you and in payment of any reasonable additional charges incurred by us. You will be liable to us for any shortfall or entitled to any surplus proceeds and you agree to bear the foreign exchange risk associated with any such application of cash .

23. You agree that we reserve the right to immediately remove or limit your access to the facilities described in these Terms and Conditions should your usage constitute a breach of these Terms and Conditions or otherwise be considered by us in our discretion to be unreasonable.

24. You agree that

- a. If 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 facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to 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;
- b. If we exercise our rights under subclause 24(a), you must pay us any damages, losses, costs or expenses that we incur in relation to any action taken under subclause 24(a) including without limitation, administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms and Conditions.

25. You warrant that:

- a. You are authorised to enter into these Terms and Conditions and to authorise us to act on your behalf in International Securities transactions.
- b. The Portfolio is free of any security interest or encumbrance, and you agree that in our discretion we or our Agents may decline to hold on your behalf any International Securities of yours affected by any such security interest, encumbrance or other restriction.

26. You agree that we may enter into custody agreements with an Agent or Agents to enable the provision of custodial services to you in relation to International Securities and that under such agreements an Agent of ours may have a security interest over any of the International Securities and any moneys held in a cash account on your behalf in order to secure our obligations under any custody agreement. You also agree to provide us a security

interest over the same assets in order to secure any obligations you may have to us under these Terms and Conditions.

27. You agree you will complete any further documentation when required by us to satisfy any statutory or regulatory requirements associated with these Terms and Conditions or as required by our Agents, including provision of taxation declarations and residency declarations. You must as soon as practicable advise us of any material change in your circumstances that would invalidate any such taxation and residency declarations already provided. If we are so advised, we are entitled to terminate the services provided to you immediately by giving written notice to you, and the provisions of clause 33 of these Terms and Conditions will apply. You agree to indemnify us and our Agents against liability arising from your failure to satisfy any statutory or regulatory requirements.

28. You agree to indemnify us and our Agents against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses including legal costs paid, suffered or incurred in connection with these Terms and Conditions except where caused by our negligence or wilful misconduct.

29. You agree we are not liable to you for the acts or omissions of our Agents, except where we have been negligent or we have engaged in wilful misconduct.

30. Capital 19 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 requirements, decisions recommendations, regulatory guidance or standards 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 paragraph (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 these Terms and Conditions for reasons other than those mentioned above (e.g., due to

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unforeseen events).

If we vary these Terms and Conditions the changes shall apply to all dealings between you and us on and from the day on which the variation takes effect. We will give not less than seven (7) days notice to you at the postal or electronic address last notified to us by you, or at our website.

31. In the event that you appear to be a Proscribed Person, we will not be responsible for any loss, liability or costs incurred by you where we are unable to receive or act on your instructions.

32. Subject to clause 27, either you or us may terminate the agreement between us governed by these Terms and Conditions by giving not less than seven (7) days prior written notice to the other.

33. Subject to our other rights under these Terms and Conditions, upon termination of the agreement:

- a. Any previously arising rights and obligations Any previously arising rights and obligations of either of us will not be affected.
- b. We and our Agents may enter into transactions to settle or otherwise extinguish or off-set obligations incurred by us or them in relation to the Portfolio prior to termination.
- c. We agree to take all necessary steps to vest control of the Portfolio in you (or as you otherwise direct in writing), subject to payment by you of all charges and expenses and those of our Agents incurred as a result of termination of the agreement.

34. You acknowledge that these Terms and Conditions are governed by the laws of New South Wales and you and we submit to the non-exclusive jurisdiction of the courts of New South Wales.

If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (e.g., if a court or other tribunal or authority declares it so), the remaining parts of these Terms and Conditions will continue to apply as if the void or unenforceable part had never existed.

GENERAL RISK DISCLOSURE STATEMENT FOR TRADING INTERNATIONAL SECURITIES

To invest in International securities, you should be an experienced investor. The risks involved with investment in international securities differ significantly from investment in securities quoted on the Australian Securities Exchange.

This risk disclosure statement does not disclose all of the risks associated with investment in international securities.

It should not be relied upon as a complete explanation of the risks

involved. If you need further explanation regarding investment in international markets, you should seek appropriate professional advice.

Foreign Currency Risk

Your international securities will be denominated in a currency other than Australian dollars. You should therefore understand the risks associated with foreign currency exchange when purchasing international securities. Adverse foreign exchange rate movements may more than off-set security price gains. The following illustrates how the A\$ value of your investment may change with foreign exchange rate fluctuations.

- You buy 100 shares at US \$50 per share for the total value of US \$5,000.
- You purchase US \$5,000 at A\$/US\$1.000 and your initial investment cost is A\$5,000.00
- If the A\$/US\$ strengthens to A\$/US\$1.1000, the value of your investment falls to A\$4545.45 assuming no change in the price of the shares.
- If the A\$/US\$ weakens to 0.9000, the value of your investment rises to A\$5555.56 assuming no change in the price of the shares.

You can see from this example that as the A\$ strengthens against the US\$, the A\$ value of your US shares will fall. Of course the reverse applies – as the A\$ weakens against US\$, the A\$ value of your US shares will rise.

It is possible to offset this risk to a certain extent through the use of foreign currency hedging transactions.

INTERNATIONAL CUSTODIAN

Your international securities will be held in the custody of an International Custodian, as appointed by us. Securities in the custody of an International Custodian may be subject to risk arising from change to the political, legal, regulatory or commercial environment of the country of the Custodian or International Stock Exchange.

Whilst we will use reasonable care in selecting International Custodians, we shall not be liable for any losses incurred by you by reason of any act, omission, fraud or negligence of any International Custodian in relation to the holding of or dealing with your international securities.

POLITICAL AND REGULATORY RISK

Trading conditions and your ability to buy and sell securities in a foreign market may be affected by political risk and regulatory risk in the country in which the market operates.

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Political risk is the sudden changes in laws and regulations imposed by the government, sometimes on short notice, and sometimes on a temporary basis. Regulatory risk is the risk that standards of conduct and disclosure in the market may. For example, risks will be higher where companies are able to list on a foreign market with less initial and ongoing regulatory requirements than on the Australian Securities Exchange. As a result securities traded on such a foreign market may be susceptible to high volatility and there are no assurances that there will be a liquid market for your investments.

Australia, as a member state of the United Nations, is obliged to implement United Nations Security Council sanctions. Australia may be required to implement other international sanctions and sometimes imposes unilateral sanctions. Sanctions can cover various subject matters including financial restrictions. Consequently, we may be prohibited from dealing with certain persons or entities.

This means that if we are aware that you are a proscribed person or entity, then we may be required to suspend, cancel or refuse you services or close or terminate any account, facility, transaction, arrangement or agreement with you. We may also be required to freeze your assets. You could incur significant costs as a result of these actions.

TAXATION

Capital 19 does not provide taxation advice.

IN SUMMARY

You and your advisors should be aware of the following additional acknowledgements you are making by signing the risk statement. You acknowledge:

- a. That investing in international securities carries risks, including but not limited to:
 - i. Gains from security price movements can be more than off-set by adverse foreign exchange movements;
 - ii. Intra-day price movements on international security and currency exchanges can be relatively volatile;
 - iii. Strong past performances are not necessarily indicative of future performance;
 - iv. Taxation implications can be different from investing in Australian Securities and may vary depending on your individual circumstances;
- b. That you accept without limitations all risks associated with investing in international securities and the holding of your international securities by International Custodians.
- c. That Capital 19 does not give personalised advice, make personal securities recommendations or provide taxation advice, and that it is your responsibility to assess and evaluate proposed transactions in international securities in the light of your financial situation, investment objectives and particular needs; and
- d. That Capital 19 recommends you seek appropriate professional advice before investing in international securities.

Risk Disclosure Statement for Derivatives

This document does not disclose all aspects of risk associated with the trading of Derivatives. Trading in derivatives is not suitable for some investors. In light of the risks associated with trading Derivatives, you should invest in them only if you understand the nature of the products (specifically your rights and obligations) and the extent of your exposure to risk.

Before you invest, you should carefully assess your experience, investment objectives, financial resources and all other relevant considerations and discuss these with a financial advisor. You should not rely on this Risk Disclosure Statement as a complete explanation of the risks of investing in Derivatives

Effect of "leverage" or "gearing"

Transactions in all derivatives carries a degree of risk. The initial outlay of capital may be small relative to the total contract value so that transactions are "leveraged" or "geared". A relatively small market movement may have a proportionately larger impact on the value of the contract. This may work against you as well as for you. You may sustain a total loss of margin funds deposited in your account in relation to your positions. If the market moves against your position or margin levels are increased, you might experience a margin call. In this instance we or our agent may close out your position at our discretion and you will be liable for any loss that might result.

SPECIFIC PRODUCT RISKS

Exchange Traded Options (ETOs) (Options)

Exchange Traded Options (ETOs) are Options over underlying securities or an underlying index. Purchasers of options (also known as "takers") and sellers of options (also known as "writers") should be familiar with the mechanics of the two different types of options, call and put options, and the nature and extent of the risks, the rights and obligations associated with each. The value of an Option will depend on a range of factors, such as the exercise price, the price of the underlying shares or the level of the underlying index, the volatility of the underlying shares or the underlying index the time remaining to the expiry date, interest rates, dividends and other factors and general risks applicable to markets.

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The purchaser of an Option, whether it is a call option or a put option, has a known and limited potential loss. If a purchased option expires worthless, the purchaser will lose the total value paid for the option known as the premium), plus transaction costs.

Selling (“writing”) options may entail considerably greater risk than purchasing Options. The premium received by the seller of an Option is fixed and limited, however, the seller may incur losses greater than that amount.

For more information on Options, the ASX has a free document available called “Understanding Options Trading”.

RISKS RELEVANT TO ALL DERIVATIVE PRODUCTS

Risk Reducing Orders or Strategies

The placing of certain orders (for example “stop-loss” orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

Terms and Conditions of Contracts

You should ask your advisor about the terms and conditions of all derivative contracts in which you are considering investing. Under certain circumstances the specifications of outstanding contracts may be modified by the relevant exchange.

Suspension or Restriction of Trading and Pricing Relationships

Market conditions (for example, illiquidity) or actions by the exchange (for example, the suspension of trading in a derivative or limit moves) may increase the risk of loss by making it difficult or impossible to effect transactions or close out existing positions.

Normal pricing relationships may not exist in certain circumstances, for example, in periods of high buying or selling pressure, high market volatility or illiquidity in the market for a particular Derivative Product.

Exchanges have broad powers under the Rules to take action in the interests of maintaining fair and orderly markets and, in some circumstances, this may affect your positions.

Margins, Cash and Property

You may be required to pay margins as collateral in connection with your dealings with derivatives. You should familiarise yourself with the protections for money or other assets you deposit for transactions, particularly in the event of an advisors insolvency or bankruptcy. The extent to which you may recover money or assets which you provide as collateral is governed by the Corporations Act and other legislation and other legislation

and rules. In certain circumstances you may have a claim against the National Guarantee Fund and/or insurance policies related to your account.

Commission and Other Charges

Before you deal in any Derivative Product, you should obtain a clear explanation of all commissions, fees and other charges for which you may be liable.

Trading Facilities

As with all trading facilities and systems, the systems used in the market are vulnerable to temporary disruption or failure which may result in your order not being executed according to your instructions or not executed at all. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, exchange or custodian.