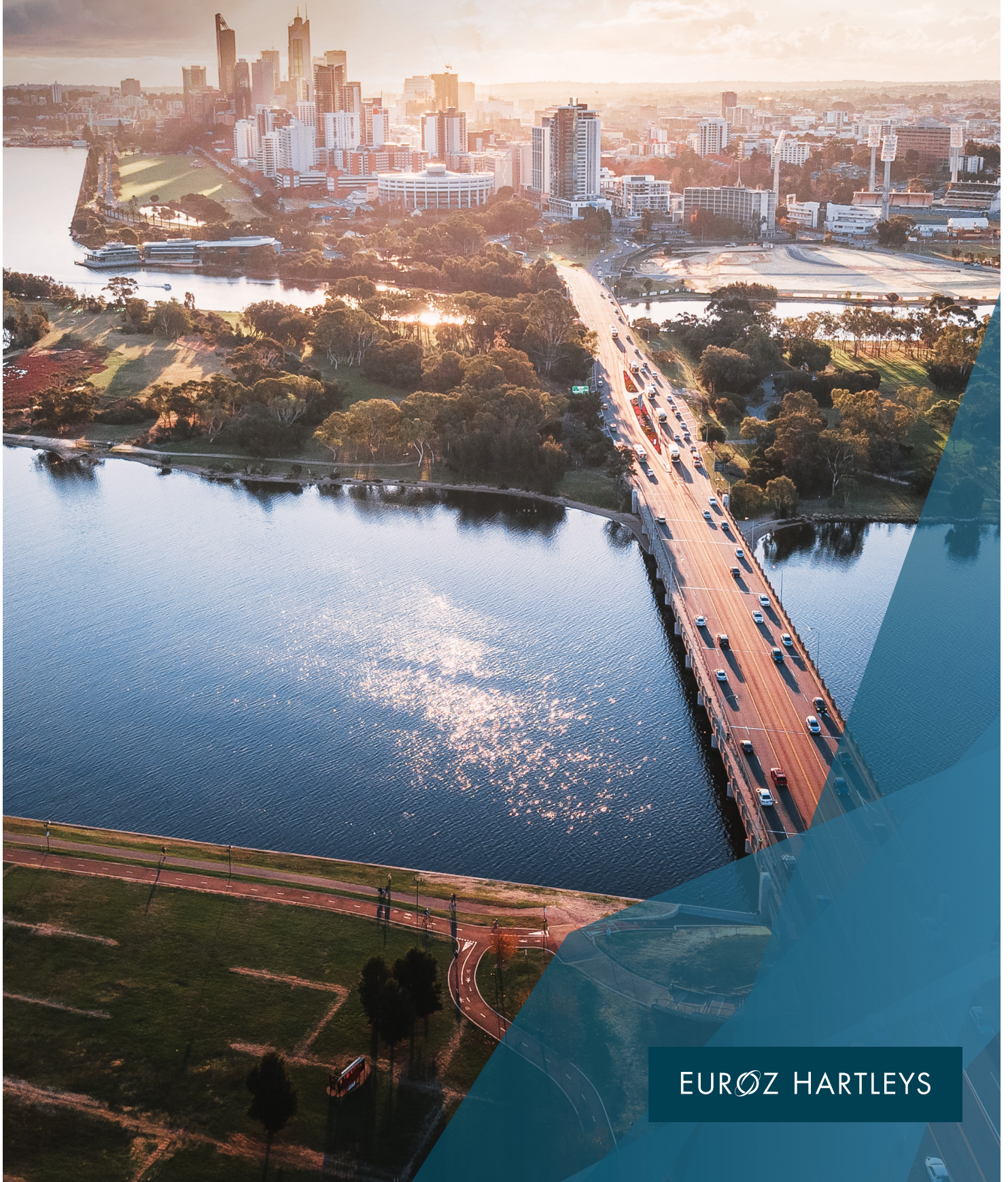


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**EUROZ HARTLEYS LIMITED**  
**NEW ACCOUNT BOOK**  
**RETAIL - BOOKLET 1**

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**EUROZ HARTLEYS**

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## How to use this pack

Welcome to Euroz Hartleys Limited. Euroz Hartleys Limited (“**Euroz Hartleys**”) is based in Perth, Western Australia and hold an Australian Financial Services Licence (“**AFSL**”) and is a participant of the ASX, Cboe and NSX.

Euroz Hartleys is entirely focused on providing value added services to institutional, corporate, high net worth and retail clients, in predominantly Western Australian based industrial and resource companies.

This New Account Pack enables you to establish an account with Euroz Hartleys. It is important that you read all sections of this document. If after reading this New Account Pack you have any queries, please do not hesitate to contact your Adviser at Euroz Hartleys.

In this pack you will find the following:

### BOOKLET 1

This booklet is for you to retain for your records

Financial Services Guide

Best Execution Disclosure Document

Overview of Anti-Money Laundering and Counter-Terrorism Financing Legislation

Certified Copies

Trading Terms and Conditions

Chess Sponsorship Explanation

ASX Bookbuild Client Agreement

### BOOKLET 2

This booklet is to be returned to Euroz Hartleys with the sections completed as required.

#### PART A

**IMPORTANT - It is a condition of establishing an account with Euroz Hartleys that all documents contained in PART A be completed and returned to Euroz Hartleys. Failure to do this will prevent your account from being opened.**

#### EXECUTION AGREEMENT

##### Section

1. **INDIVIDUALS/DIRECTORS/TRUSTEES**
2. **COMPANIES**
3. **TRUSTS**
4. **RISK PROFILE**
5. **RISK PROFILE STATEMENT**
6. **INVESTMENT OBJECTIVES GUIDELINES**
7. **INVESTMENT OBJECTIVES STATEMENT**

#### PART B

Completion of documents contained in PART B is optional, depending on the services you wish to receive from Euroz Hartleys and/or the manner in which those services are provided.

##### Section

8. Euroz Hartleys Electronic Settlement Agreement Form (Completion of this section is recommended)
9. Tax File Number Notification (Completion of this section is recommended)
10. Stock Transfer Form
11. Authorised Person Authority Form
12. Portfolio Access Request
13. Sophisticated Investor Certificate

## How to use this pack

### HOW DO I COMPLETE AN APPLICATION?

#### Acceptable holders

Only a legal entity is permitted to be registered as a holder of securities. A legal entity is an individual person, a body incorporated under the Australian Corporations Act or overseas equivalent or under an Australian or overseas Act of Parliament e.g. Associations Incorporation Act, Industrial Relations Act, etc.

Holdings may be registered in the name of a person or in the joint names of persons or incorporated bodies.

Holdings CANNOT be registered in the name of a firm, a business name, a partnership, a deceased person, an unincorporated fund or trust.

#### Residential and mailing addresses

Please note we are required to collect a residential address for each account holder.

#### Minors as Security Holders

Any securities that are to be held for a minor are required to be registered in the name of the parent or trustee with an account designation including the minor's name. This is to distinguish the holding from any other holding in the name of the parent or trustee.

#### For example:

MR JOHN WILLIAM SMITH → Parent or Trustees Name  
 <MARY SMITH ACCOUNT> → Minor's Name as Designation  
 100 SMITH STREET  
 MELBOURNE VIC 3000

If applying for a minor (under 18 years of age), please provide an original certified copy of the minor's birth certificate.

#### Powers of Attorney

If you are signing under Power of Attorney, please provide certified identification and attach a certified copy of the Power of Attorney and specimen signatures(s) of the attorney(s) if not displayed on the document.

#### Designations

An account designation is not a compulsory element of an account name.

A designation is necessary if the account is for a trust (eg Superannuation Fund, Family Trust or Discretionary Trust). See facing page for the correct format.

A designation is necessary if you are opening an account for a minor – see above.

A designation can also be used if you wish to differentiate between two or more of your accounts with similar names.

eg. MR JOHN SMITH <NO 1 TRADING ACCOUNT>, MR JOHN SMITH <NO 2 TRADING ACCOUNT>.

Where a designation is required, it can be up to a maximum of 30 characters including the angle brackets within which it is contained.

The designation must conclude with the word "ACCOUNT", or abbreviated to "A/C" if there are space restrictions.

#### Examples:

<NO 2 ACCOUNT> or <XYZ FAMILY SUPER FUND A/C>

Designations cannot include the word "TRUST"

#### Examples of acceptable name and address registration details:

##### Individuals

MR JOHN WILLIAM SMITH  
 100 SMITH STREET  
 MELBOURNE VIC 3000

##### Joint Applications

MR JOHN WILLIAM SMITH +  
 MRS JANE MAY SMITH  
 100 SMITH STREET  
 MELBOURNE VIC 3000

##### Trust (joint trustees)

MR GEORGE FREDERICK JONES +  
 MRS MARGARET LINDA JONES  
 <G & M SUPER FUND A/C>  
 100 COLLINS STREET  
 MELBOURNE VIC 3000

## How to use this pack

All account applicants must provide original certified identification documents. Information on what constitutes an original certified copy, who can certify documents and the acceptable certification statement can be found on page 20 of this booklet. Acceptable forms of identification are listed in Booklet 2 (Sections 1A, 2A and 3A).

**All account applications must include the Execution Agreement and all relevant numbered sections of Booklet 2 (Part A) as listed below.**

### ACCOUNT TYPES

If you are investing for:	Documentation required	Your account must be in the name of :	Examples of acceptable Account Names*
<b>An Individual</b>	Execution Agreement Sections 1,4,5,6 & 7 Certified copy of identification	The Individual	Mr John William Smith
<b>Joint Applicants</b>	Execution Agreement Sections 1,4,5,6 & 7 Certified copy of identification for each applicant	Each applicant (to a maximum of 3 individuals)	Mr John William Smith + Mrs Jane Mary Smith
<b>Minor (under 18 years old)</b>	Execution Agreement Sections 1,4,5,6 & 7 Certified copy of identification for Parent(s)/Guardian(s) Birth Certificate of the Minor	The Parent(s)/Guardian(s)/ Trustee(s)	Mr John William Smith <Sally Smith Account>
<b>Deceased Estate</b>	Execution Agreement Sections 1,4,5,6 & 7 Certified Copy of Death Certificate and Probate	The Executor(s) of the Estate	Mr John William Smith <Est. of Jane Smith Account>
<b>Company</b>	Execution Agreement Sections 1&2 Certified copy of identification for each Director List of Authorised Signatories (where applicable)	The Company	ABC Example Pty Ltd
<b>Incorporated Association</b>	Execution Agreement Sections 1,2,4,5,6 & 7 Certified copy of identification for at least 2 office holders Certified copy of Certificate of Registration Certified copy of minutes of the meeting that shows which officers can open and operate the account	The Incorporated Association	ABC Example Inc
<b>Superannuation Fund/ Family Trust/Other Discretionary Trust</b>	Execution Agreement Sections 1,2 (if applicable), 3,4,5,6 & 7 NB. If a Corporate Trustee, sections 4,5,6 & 7 do not need to be completed. Certified copy of identification for each Trustee/ Director Certified copy of the complete Trust Deed	The Trustee(s) with the trust name as the account designation NB. The word 'trust' cannot be used in the account designation	Individuals Mr John William Smith + Mrs Jane Mary Smith <Smith Super Fund A/C>  Company ABC Example Pty Ltd <The Smith Family Account>

\* Do not use initials in account names unless they form part of the registered company name

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## **New Account Pack - Booklet 1**

Client to retain this booklet for their records.

This Financial Services Guide (“FSG”) dated 23 April 2021 is issued by Euroz Hartleys Limited (“Euroz Hartleys”) (ABN 33 104 195 057), whose contact details are as follows:

**Address:** Level 6  
141 St Georges Terrace  
Perth WA 6000

**Postal Address:** GPO Box 2777  
Perth WA 6001

**Phone:** +61 8 9268 2888

**Fax:** +61 8 9268 2800

**Email:** info@eurozhartleys.com

**Website:** www.eurozhartleys.com

**Address:** Level 18, Alluvion  
58 Mounts Bay Road  
Perth WA 6000

**Postal Address:** PO Box Z5036  
St Georges Terrace, Perth WA  
6831

**Phone:** +61 8 9488 1400

**Fax:** +61 8 9488 1477

The purpose of this FSG is to provide you with a brief summary of the financial services that we provide so as to help you to decide whether to become a client of Euroz Hartleys.

This FSG also provides information about remuneration paid to Euroz Hartleys and to other relevant persons in relation to the financial services provided to clients and provides details about how Euroz Hartleys manages complaints.

#### **Not Independent**

##### **Disclosure of lack of Independence under 942B(2)(f) of the Corporations Act**

Euroz Hartleys and its representatives are not independent, impartial or unbiased (which are restricted words or expressions under the Corporations Act) in relation to the provision of personal advice to retail clients because Euroz Hartleys and/or its representatives may receive monetary benefits in connection with that advice.

For further information regarding how Euroz Hartleys and its representatives are remunerated, please refer to the fee disclosures made in the Appendices.

It’s important to understand that disclosing our lack of independence and detailing our remuneration structure does not reduce our obligation to act in your best interests. If you are a retail client and we provide personal advice to you, we have a duty to act in your best interests when providing personal advice, and are required to provide you with appropriate advice.



### WHO IS EUROZ HARTLEYS?

Euroz Hartleys is based in Perth, Western Australia. It holds an Australian Financial Services Licence (AFSL No. 230052) and is a market participant of ASX Limited (“ASX”) and is a participant of the ASX, Cboe and NSX.

Euroz Hartleys is authorised to provide the following financial services to retail and wholesale clients:

- financial product advice about basic deposit products and deposit products other than basic deposit products, derivatives, debentures stocks or bonds issued or proposed to be issued by a government, life products including investment life products as well as any products issued by a Registered Life Insurance Company that are backed by one or more of its statutory funds and life risk insurance products, interests in managed investment schemes including investor directed portfolio services, interests in managed investment schemes limited to MDA services, retirement savings accounts products (within the meaning of the Retirement Savings Account Act 1997), securities, standard margin lending facilities, superannuation and financial products limited to miscellaneous financial investment products limited to managed investment warrants: to which the definition of derivative in subsection 761D(1) applies that is a financial product of the kind referred to in subparagraph 764A(1)(b)(ii) or 764A(1)(ba)(ii); and that is transferable; and that is a warrant as defined in the Operating Rules of a financial market that is operated by an Australian market licensee and has been admitted to trading status or quotation on a financial market in accordance with the Operating Rules of the financial market (“the Financial Products”);
- deal in a financial product by issuing, applying for, acquiring, varying or disposing of derivatives, interests in managed investment schemes limited to MDA services and securities;
- deal by applying for, acquiring, varying or disposing of the Financial Products on behalf of another person;
- underwriting interests in managed investment schemes and an issue of securities; and
- operate custodial and depository services other than investor directed portfolio services.

### OUR RELATIONSHIP WITH OTHERS

Euroz Hartleys Limited is a 100% owned subsidiary of Euroz Hartleys Group Limited (ASX: EZL). The other members of the Euroz Group of Companies are Westoz Funds Management Pty Ltd (AFSL 285607), Westoz Investment Company Limited (ASX: WIC) and Ozgrowth Limited (ASX: OZG).

In relation to exchange traded options, Euroz Hartleys uses the services of a broker that is a Participant of the ASX Group. Your trades will be conducted in your name with the broker. Part of the brokerage charged by the broker will be paid to Euroz Hartleys.

Euroz Hartleys has corporate advisory relationships in place with issuers of financial products. Where relevant, the nature of this relationship will be disclosed to you.

### DOCUMENTS YOU MAY RECEIVE FROM US

If you utilise our services, you may receive a Statement of Advice (‘SOA’), a Record of Advice (‘ROA’), a Product Disclosure Statement (‘PDS’), a Prospectus or an IDPS Guide.

#### Statement of Advice

When establishing an account with Euroz Hartleys, you will be asked to provide details of your objectives, financial situation and needs.

If we provide you with personal advice (i.e. advice which has taken your objectives, financial situation and needs into account), we are required to give to you a SOA the first time we provide you with advice. The SOA will contain:

- our understanding of your objectives, financial situation and needs;
- the financial services and/or products we recommended and the reason why;
- our fees, charges and/or commissions; and
- disclosure of any associations we have with financial product issuers or other parties which may have influenced our advice.

#### Further Advice

If you are an existing client and you receive “further advice” from Euroz Hartleys and your objectives, financial situation and needs have not changed significantly then we may rely on the information we already hold concerning your objectives, financial situation and needs when providing you with further advice.

A Record of Advice (“ROA”) may be used to record our “further advice” to you where we have provided you with subsequent advice. You may, by contacting your adviser, request a copy of the ROA at any time, for a period of up to seven (7) years from the date the advice was given to you.

It is important that you give us accurate and complete information regarding your objectives, financial situation and needs as they change from time to time otherwise our advice may not be appropriate for you. A new SOA will only be provided to you if you inform us that your objectives, financial situation and needs are significantly different from what they were when we provided you with a SOA or the scope of the advice you require is different.

#### Disclosure Documents

If Euroz Hartleys recommends the acquisition of certain financial products by you (or if Euroz Hartleys is taken to be the issuer of financial products in which you are to deal), then Euroz Hartleys will provide you with a PDS, IDPS Guide, or a Prospectus. These documents contain important information about the particular product including the features, benefits, fees and risks associated with that product so that you can make an informed decision as to whether you wish to acquire that product.

#### Information about remuneration and other benefits

Please see Appendices 1 and 2 for information about remuneration and other benefits that will be received by us as a result of providing financial services to you.

#### Managed Discretionary Accounts

Where you propose to enter into a Managed Discretionary Account Agreement with us please see the information set out in Appendix 2.

### FREQUENTLY ASKED QUESTIONS

Please find below answers to frequently asked questions. Should you have any queries please contact your adviser.

#### Who is responsible for the advice given to me?

Your adviser will be acting on your behalf as a Financial Adviser of Euroz Hartleys. Euroz Hartleys is therefore responsible to you for any financial services that your adviser provides to you. Euroz Hartleys acts for itself when it provides advice to you.

#### How may instructions be given?

You may give instructions to us in accordance with the matters set out in our Trading Terms and Conditions.

#### Do you Trade as Principal?

Occasionally Euroz Hartleys may trade on a Relevant Exchange on its own behalf ‘as principal’. This includes transactions by Euroz Hartleys affiliates, directors, company secretaries or substantial shareholders, their immediate family, or their respective investment vehicles. Euroz Hartleys must seek your consent prior to trading as principal with you and we will not charge you brokerage on the transaction.

#### Do I get detailed information about remuneration and other benefits my adviser gets from giving the advice?

Yes. You have the right to request details of remuneration and other benefits your adviser receives with respect to providing financial advice to you.

#### How do I get access to my information?

If you decide to invest, Euroz Hartleys will maintain a record of your transactions. If you wish to examine your records, please contact your adviser who will arrange this for you.

### Can I trade Shares listed on an International Exchange?

Euroz Hartleys can facilitate clients wishing to trade shares listed on an overseas exchange. Separate terms and conditions and fees apply to this service. Should you wish to trade international shares please contact your adviser who will provide you with further information to access this service. We may engage with other service providers to trade shares listed on an overseas exchange from time to time. If this is applicable to your circumstances, your adviser will provide you with this information and all applicable disclosures and documents that apply to this service.

### Who can I complain to if I have a complaint about the financial services that have been provided to me?

If you have any complaint about the financial service provided to you, please contact Euroz Hartleys Complaints Manager on (08) 9488 1400 or put your complaint in writing and send it to Euroz Hartleys at:

PO Box Z5036, St Georges Tce Perth WA 6831  
or email [compliance@eurozhartleys.com](mailto:compliance@eurozhartleys.com).

Euroz Hartleys will try to resolve your complaint quickly and fairly. If, in your view, you have not received a satisfactory outcome regarding your complaint, you have the right to complain to the Australian Financial Complaints Authority which can be contacted at, GPO Box 3, Melbourne, Victoria 3001, email: [info@afca.org.au](mailto:info@afca.org.au) or phone 1800 931 678 (toll free).

The Australian Securities and Investments Commission also has a free call Infoline on 1300 300 630 which you may use to make a complaint and/or obtain information about your rights.

### What compensation arrangements do you have in place?

Euroz Hartleys has professional indemnity insurance arrangements in place that satisfy the requirements for compensation arrangements under s912B of the Corporations Act. This professional indemnity insurance also applies to conduct of employees who are no longer employed by Euroz Hartleys but were at the time of any relevant conduct.

### Cboe compensation arrangements

There are two different compensation arrangements that may provide protection for retail investors trading on Cboe: NGF Arrangements or Division 3 Arrangements. On 26 October 2020, Cboe became a member of the SEGC, which operates the National Guarantee Fund (NGF). From 26 October 2020, the National Guarantee Fund (NGF) may apply in the circumstances set out in Division 4 of Part 7.5 of the Corporations Act 2001 and Corporations Regulations 2001. Transitional arrangements apply and these are set out on the SEGC's website at [www.segc.com.au](http://www.segc.com.au). For further information on the National Guarantee Fund and what it covers, please contact SEGC, see the SEGC website and refer to Division 4 of Part 7.5 of the Corporations Regulations 2001 (Cth).

When do the Division 3 Compensation Arrangements apply? Where a retail investor suffers a loss in respect of conduct, a transaction or insolvency that occurred before 26 October 2020, that loss may be covered by the Division 3 compensation arrangements. Section 11 of the Cboe Operating Rules outlines the Division 3 compensation arrangements, including the cessation of the arrangements on 25 October 2027 and the requirement, while the arrangements are in place, to make a claim no later than six months after becoming aware of the loss to which the claim relates. Section 11 also outlines that the losses covered by Division 3 are those resulting from defalcation or fraudulent misuse of your money, property or authority by a Cboe participant.

### Member complaints and discipline

Stockbrokers in Australia must satisfy the most exacting regulatory standards of any sector of the financial services industry. Stockbrokers are subject to regulations and standards under the Corporations Act, the Market Integrity Rules, and Exchange Rules, such as ASX, Cboe and NSX Rules. Separate and additional to the above requirements, the Stockbrokers And Financial Advisers Association ('SAFAA') is a professional body which sets professional, ethical and educational standards for its members.

The aim of these standards is to give investor's confidence that, when they deal with a member of the SAFAA, they are dealing with a person who exhibits the highest level of professionalism and integrity, and the services that they receive will be of a high quality.

**SAFAA's professional, ethical and education standards are contained in:**

- SAFAA Code of Ethical Conduct
- SAFAA Constitution and Rules
- Standards promulgated by the SAFAA Board or a relevant SAFAA Committee from time to time.

In order to ensure that its standards are met, SAFAA has established a Complaints Handling Process and a Conduct Review and Disciplinary System (CRDS) to investigate and determine complaints against members as well as any other referral involving the conduct of a member.

**Lodging a Complaint Against a Member**

Complaints may be made in person. You do not need to be a client of a stockbroker to lodge a complaint. The Complaint can also be made in writing using the SAFAA Complaints Form and addressed to:

Chief Executive  
Stockbrokers and Financial Advisers  
Association  
Level 6, 56 Pitt Street  
Sydney NSW 2000  
Or email: [complaints@stockbrokers.org.au](mailto:complaints@stockbrokers.org.au)

The Complaint should identify:

- the Member against whom the complaint is made;
- a description of the complaint; and
- the name and contact details of the complainant.

**PRIVACY POLICY AND CLIENT STATEMENT**

This policy applies to information collected by Euroz Hartleys Limited (ABN 33 104 195 057) and its related bodies corporate ("Euroz Hartleys" or "we" or "us"). It outlines how we collect and use personal information that we hold about you in accordance with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) (Privacy Act).

**Why do we collect personal information and what personal information is collected?**

We only collect personal information that is reasonably necessary for us to provide our products and services. If you do not provide the information that we ask for, we may not be able to provide the products or services you have requested. We may collect information such as your name, address, phone number, email address, tax file number, bank account details, other information that may be required for identification purposes, information about your investments and transactions and other information related to the services we provide.

**Sensitive information**

We may also need to collect sensitive information if we organise insurance cover for you. Sensitive information includes health information, racial information, genetic information, etc. We will only collect sensitive information that is reasonably necessary for us to perform our functions or activities in advising you and dealing for you.

**How personal information is collected?**

We will generally collect your personal information in the course of you applying to open an account with Euroz Hartleys. By using Euroz Hartleys services you consent to Euroz Hartleys collecting your information from you or from a person who is acting as your agent. We may also collect information directly from you or your agent, such as when you or your agent provides information by phone, email, in an application form, or when you visit our website. Our website may use programs to record traffic to our website. This allows us to see what information is of most interest to visitors to our website, which in turn enables us to improve our offerings to our customers. Your computer's

web browser will allow you to configure your computer to disable such functionality.

From our Newsletters and publications, we can track usage and reading to see which areas are of particular interest. This enables us to incorporate more articles of a similar nature.

We may also receive personal information from third parties. If we do, we will protect it as set out in the Privacy Policy. You have a right to refuse us authorisation to collect information from a third party.

Sometimes you may provide us with someone else's personal information, e.g. other members of your family group. You must not do this unless you have their consent to do so. You should also take reasonable steps to inform them of the matters set out in the Privacy Policy.

#### **Are you obliged to provide us with personal information?**

You are not required to provide us with the information that we request, or to allow us to collect information from third parties. However, where you choose not to provide us with the information we request, we may not be able to provide you with services that you have requested from us, and we may elect to terminate our arrangement with you. Importantly, if you provide either inaccurate or incomplete information to us you risk obtaining products or services that may not be appropriate or suitable for your needs and you may risk suffering a financial detriment or financial loss.

#### **What happens if we obtain information about you which we have not solicited?**

Where we receive unsolicited personal information about you, we will consider if we could have collected the information if we had solicited the information. Where we determine that we could have collected the personal information from you, we will treat your personal information in the same manner as if we have solicited the information directly from you. Where we determine that we could not have collected the personal information, we will destroy the information or ensure that the information is de-identified as soon as practicable.

#### **Use and disclosure of your personal information**

Euroz Hartleys may use your personal

information for the primary purpose of providing financial services to you, as well as for related purposes such as:

- to verify your identity or transactions which you may enter into with us;
- to administer and manage the provision of our products and services;
- to comply with laws and regulatory requirements including complying with any request made by a governmental authority or regulator, including in connection with legal proceedings or the prevention or detection of fraud and crime;
- to comply with Euroz Hartleys risk management policies and procedures;
- those involved in providing, managing, or administering the products or services you have requested, including those advisers, paraplanners and organisations who work with us; or
- conducting due diligence as part of acceptance of your account with Euroz Hartleys and its related bodies corporate; or
- another purpose related to the primary purpose.

For the purposes we have described, we may disclose your personal information to:

- our suppliers (including service and content providers), contract and service providers, professional advisers, dealers and agents;
- government agencies or individuals responsible for the investigation and resolution of disputes or complaints covering your use of our services and facilities including for example ASIC, AUSTRAC or the OAIC;
- other parties involved in the administration of your investments including securities exchanges, product issuers, investment registries or mailing houses;
- anyone to whom our assets or business (or any part of it) is transferred (or offered to be transferred, subject to confidentiality provisions);
- other entities in the Euroz Group of companies;
- other person or entities where you have otherwise consented or as otherwise required or authorised by law; or
- any person considering acquiring an interest in our business.

We may also need to disclose information to any financial institution you have nominated,

other Australian Financial Services Licensees, share registries, the Clearing House Electronic Subregister System (CHES) and the Australian Securities Exchange (ASX) for the purpose of completing transactions on your behalf. In addition, we are required to disclose information to the Australian Securities and Investments Commission and Australian Taxation Office as part of our regulatory reporting.

### Do we disclose personal information for marketing?

We may use your personal information to offer products and services that we believe may interest you. We may also disclose your personal information to external service providers who assist us to market our products or services.

We are permitted to use personal information for marketing if the client would reasonably expect us to do so and when the client has been provided with a simple means of opting out of the marketing service.

If you do not wish to receive marketing offers from us please inform us by sending an email to [info@eurozhartleys.com](mailto:info@eurozhartleys.com).

### Government related identifiers

Although in certain circumstances we are required to collect government identifiers such as your tax file number, Medicare number or pension card number, we do not use or disclose this information other than when authorised by law or unless you have voluntarily consented to disclose this information to a third party.

### Access and correction and updating personal information

Generally, we will provide you with access to your personal information that we hold within a reasonable time of a request unless an exception applies under the Privacy Act. Where we provide you with access to such information, we may charge you a reasonable fee to cover our costs.

We will take reasonable steps to ensure that the personal information we collect, use or disclose is accurate, up to date, complete and relevant. In the event that you become aware, or believe, that any personal information which we hold about you is inaccurate or incomplete, you may contact us to correct the information.

If we disagree about the correction you have supplied, and refuse to correct the personal information, or if we believe that we are unable to comply with your request, we will give you a

written notice to that effect. You have the right to make a complaint if you disagree with our decisions in relation to these matters.

### Your Rights under the General Data Protection Regulation 2016/679 (GDPR).

If you are an individual residing in the European Union (EU), you have certain rights as to how your personal information is obtained and used. Euroz Hartleys complies with your rights under the GDPR as to how your personal information is used and controlled if you are an individual residing in the EU.

Except as otherwise provided in the GDPR, you have the following rights:

- a. To be informed how your personal information is being used;
- b. Access to your personal information (we will provide with a free copy of it);
- c. To correct your personal information if it is inaccurate or incomplete;
- d. To delete your personal information (also known as 'the right to be forgotten');
- e. To restrict processing of your personal information;
- f. To retain and reuse your personal information for your own purposes;
- g. To object to your personal information being used; and
- h. To object against automated decision making and profiling.

Please contact us at any time to exercise your rights under the GDPR at the contact details in the Privacy Policy.

We may ask you to verify your identity before we act on any of your requests.

### Storage and security of information

Euroz Hartleys stores personal information in a combination of computer storage facilities, paper-based files and other records. We will take reasonable steps to protect personal information from loss, misuse, unauthorised access, modification or disclosure.

Where we employ data processors to process personal information on our behalf, we only do so on the basis that such data processors comply with the requirements under the Australian Privacy Act and GDPR and that have adequate technical measures in place to protect personal information against unauthorised use, loss and theft.

In the event that you cease to be a client of ours, any personal information which we hold about you will be maintained for a period of not less than 7 years in order to comply with legislative and professional requirements.

You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.

#### **Cross-border disclosure of personal information**

We do not currently disclose your personal information overseas, however some third party providers we may engage with from time to time may have registered overseas locations. In the event that we do disclose your personal information overseas, Euroz Hartleys will make reasonable steps to ensure that the foreign recipient will not breach the Australian Privacy Principles and to ensure that they are subject to similar privacy laws that will afford protection in the same manner as the Australian Privacy Principles.

#### **Contacting us and complaints**

If you wish to contact us for any purpose regarding this policy including making a complaint about the way we have handled your personal information (including if you think we have breached the Privacy Act) you may do so to our Privacy Officer in writing, by mail or fax to the address or fax number set out below. When you contact us, include your email address, name, address and telephone number and clearly describe your complaint. Our Privacy Officer will investigate the complaint and respond to you promptly.

#### **Euroz Hartleys Limited Privacy Officer**

Mailing Address: PO Box Z5036  
Perth Western Australia 6831  
Street Address: Level 18, Alluvion,  
58 Mounts Bay Rd  
Perth Western Australia 6000  
E-mail: [privacy@eurozhartleys.com](mailto:privacy@eurozhartleys.com)

Telephone: +61 8 9488 1400  
Fax: +61 8 9488 1477

If you consider that we have failed to resolve the complaint satisfactorily and you are an individual located in Australia, you can complain to the Office of the Australian Information Commissioner. The complaint is to be in writing and the service is free of charge. The complaint may be submitted via mail, fax, email or online and addressed to the Director of Compliance (Investigations), GPO Box 5218, Sydney NSW 2001; email [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au); or facsimile: +61 2 9284 9666.

#### **Policy Updates**

This policy is subject to change from time to time. The most current version of our Privacy Policy can be obtained on our website (<http://www.eurozhartleys.com>) or by contacting us.

**Information about remuneration and other benefits**

When we trade on your behalf on a financial exchange you will be required to pay brokerage.

Brokerage applies to buy and sell orders and there is a minimum brokerage fee of \$120 (excluding GST) per order.

Our standard brokerage charges are as follows:

Transaction Value	Fee (Inc GST)
\$0 to \$5,000	\$132
\$5,001 to \$15,000	2.2%
\$15,001 to \$50,000	1.65%
\$50,001 plus	Negotiable

With respect to trading in exchange traded options you will be charged brokerage by a broker that has been engaged by us to trade for you and part of that brokerage will be paid to us by the broker (part of this amount may be paid to your adviser). The amount that is payable to us (and/or your adviser) will be disclosed at the time that personal advice is given or as soon as practicable after that time.

**Trading in financial products that are traded on an overseas market**

We can arrange for trading to be conducted on an overseas market by way of another broker. This broker will pay part of the brokerage paid by you to us (part of this amount may be paid to your adviser). The amount that will be paid to us (and/or your adviser) will be disclosed at the time that personal advice is given or as soon as practicable after that time.

**Strategic Advice Fees**

Where Euroz Hartleys provides you with strategic advice (financial planning advice), fees will be determined based on a number of factors which may include the products and services that are the subject of the advice and the complexity of the advice that is being provided. The total fee payable will be agreed with you prior to the provision of services. Part of the fee paid by you may be paid to your adviser. The total fee payable by you and the amount that will be paid to your adviser will be disclosed to you at the time that personal advice is provided to you or as soon as practicable after that time.

Euroz Hartleys may charge an hourly based fee in addition to the agreed fee where it is required to undertake additional work beyond that which was agreed. Euroz Hartleys current hourly rate in these circumstances is \$400 per hour (excluding GST). Part of the fee paid by you may be paid to your adviser. The total fee payable by you and the amount that will be paid to your adviser will be disclosed to you at the time that personal advice is provided to you or as soon as practicable after that time.

**Portfolio management services**

*Portfolio Administration Service (PAS)*

The PAS is administered by Euroz Hartleys in conjunction with an external provider.

The PAS provides formal annual reviews, quarterly reports, performance reporting, CGT reporting, consolidated portfolio reports and income and expense reports. This service also includes access to your portfolio reports online.

Euroz Hartleys charges for this service on the basis of funds under management, according to a sliding scale, subject to a minimum annual fee of \$2,640 (including GST) per account. Our standard fee is 1.10% on the balance of funds under management and in addition you will incur brokerage fees with respect to the PAS and fees with respect to the acquisition of other financial products. Part of the fee (including brokerage) paid by you may be paid to your adviser. The total fee payable by you and the amount that will be paid to your adviser will be disclosed to you at the time that personal advice is provided to you or as soon as practicable after that time.

Euroz Hartleys also operates a service that has similar characteristics to the PAS and which has a similar fees structure. The total fee payable by you and the amount that will be paid to your adviser with respect to this service will be disclosed to you at the time that personal advice is provided to you or as soon as practicable after that time.

*Griffin Portfolio Management Service Fees*

The Griffin Portfolio Management Service is a comprehensive portfolio management and administration service. If you subscribe to the Griffin Portfolio Management Service you will be charged fees in accordance with the matters set out in the following table:



Type of Fee	Fee amount
Statement of Advice Fee	From \$550 (minimum cost)
Investment entry, contributions and placements fees (managed funds)	Between 0% to 5.0% max (plus GST)
Company placement and listing offers	Between 0% to 6.0% (plus GST)
Account Opening Fees per account	\$200.00 (plus GST)
Portfolio management fee	Tiered fee structure between 0% to 1.925% plus GST of the value of the assets under management

In some circumstances a flat dollar management fee will be charged with respect to your account and particular fee arrangements may apply where you have multiple accounts. Brokerage will be charged with respect to trades executed on your behalf. Part of the fee (including brokerage) paid by you may be paid to your adviser. The total fee payable by you and the amount that will be paid to your adviser will be disclosed to you at time that personal advice is provided to you or as soon as practicable after that time.

#### *Entrust Premium Management Service (EPMS) Fees*

The EPMS is a comprehensive portfolio management and administration service. If you subscribe to the EPMS you may be charged fees on the basis of the matters set out in the following table.

Type of Fee	Fee amount
Statement of Advice Fee (SOA)	From \$550 (minimum cost)
Investment entry, contributions and placements fees (managed funds)	Between 0% to 5.0% max (plus GST).
Company placement and listing offers	Between 0% to 6.0% (plus GST).
Portfolio management fee	Tiered fee structure between 0% to 1.925% plus GST of the value of the assets under management

In some circumstances a flat dollar management fee will be charged with respect to your account and particular fee arrangements may apply where you have multiple accounts. The total fee payable by you and the amount that will be paid to your adviser will be disclosed to you at the time that personal advice is provided to you or as soon as practicable after that time.

#### *Particular arrangements*

The portfolio management services offered by Euroz Hartleys may have arrangements in place that apply to a particular client or group of clients (for example utilising the services of a platform provider). Where this is the case, any remuneration received by us (part of which may be paid to your adviser) will be disclosed at the time personal advice is given or as soon as practicable after that time.

#### **Insurance Products**

An insurance company may pay Euroz Hartleys initial and ongoing commissions when we arrange for you to obtain an insurance product. As the commission payable may vary with each insurer, your adviser will give you details about any commission receivable by us in the SOA that will be given to you. Euroz Hartleys may pay your adviser a share of such commissions and the amount payable will be disclosed to you in the SOA. For example, a typical commission range for yearly renewable term life insurance may be between 0% and 66% (including GST) of the first year's premium and up to 22% (including GST) per annum of renewing premiums and part of this amount will be payable to your adviser.

If your insurance policy lapses in the first year (i.e. the policy is cancelled or not continued, or the policy cost is reduced), there will be a clawback of 100% of the commission received by the adviser, which is reduced to 60% clawback in the event of a lapse in the second year.

#### **Nominee service**

In the event that you elect to obtain nominee services, the fee payable is based upon the number of lines of stock held in the nominee account at the end of the calendar month and charged to the nominated account within 7 business days. For example, if the account has 5 different stock positions then the fee will be 5 times \$15 or \$75 plus GST (\$82.50) per month.

### **Underwriting and initial public offers**

We may receive fees from an issuing company when we lodge your successful application to participate in an IPO. Details of the fee will be provided in the relevant prospectus but they typically range from 1% to 6% of the capital raised. Your adviser may receive a fee for arranging this investment for you. This fee is typically 0.5% to 5% of the capital raised.

We may also underwrite capital raisings and will receive a fee as a result. The total fee received by us will be disclosed in the relevant offer documents.

### **Off Market securities transfers**

Each transfer will be charged at the rate of \$44 (Inc. GST).

### **Remuneration received from other entities**

To the extent permitted by law, our advisers may also receive alternative forms of remuneration such as the costs of maintaining their professional development qualifications. Our advisers may attend professional training either subsidised or wholly funded by product providers that issue products available to be accessed in connection with our services.

Euroz Hartleys keeps a register detailing certain non-monetary benefits that their advisers receive (e.g. benefits valued between \$100 and \$300, genuine education or training and information technology software or support). You can review an extract of the register by contacting your adviser.

### **Administration fees**

Euroz Hartleys may in certain circumstances charge a fee for particular administrative expenses. You will be advised as to this fee before the service is provided.

### **Overview of remuneration structure**

Euroz Hartleys initially receives all brokerage and other fees and charges that are payable by you (or third parties) to Euroz Hartleys.

Your adviser (who may be a director of Euroz Hartleys) is remunerated by a combination of the payment of salary and, in some circumstances the right to receive a proportion of the brokerage and other fees paid by you (where relevant, the amount paid to your adviser will vary from between 35% and 50% of

the fees paid by you or received with respect to you).

With respect to the provision of Strategic Advice, the position is as follows:

- Your adviser will receive part of the fee and the remainder will be received by Euroz Hartleys.
- In some circumstances an additional financial adviser/s at Euroz Hartleys may be engaged to assist in the provision of Strategic Advice to you. In these circumstances, the fee may be divided between Euroz Hartleys, your adviser and the additional financial adviser/s.

In some circumstances, Euroz Hartleys and your adviser may be entitled to receive other remuneration with respect to financial services that have been provided to you. Remuneration of this type will not be received unless you have expressly authorised that such a payment can be made on your behalf to Euroz Hartleys and/or your adviser.

Your adviser may also, in some circumstances, receive Performance Rights that will be issued by Euroz Hartleys under a long-term incentive plan.

Where you are provided with a SOA, you will be provided with information about remuneration or other benefits that will be received by us and your adviser with respect to the advice set out in the SOA.

## 1. INTRODUCTION

In accordance with the matters set out in Chapter 3 of the ASIC Market Integrity Rules (Securities Markets) 2017 (“the Rules”) Euroz Hartleys Limited (“Euroz Hartleys”) is required to take reasonable steps to obtain the best outcome with respect to each order handled and executed on behalf of a client.

Client orders can be executed in one or all of the following order books:

- 1) ASX TradeMatch;
- 2) ASX PureMatch;
- 3) ASX Centre Point; and
- 4) Cboe and NSX.

Orders must be executed in an order book unless an exception applies. The exceptions are as follows:

- 1) Block Trades;
- 2) Large Portfolio Trades;
- 3) Trade with Price Improvement;
- 4) Permitted Trade during the Post- Trading Hours Period;
- 5) Permitted Trade during the Pre- Trading Hours Period; and
- 6) Out of Hours Trades.

Where a client provides Euroz Hartleys with instructions that are inconsistent with Euroz Hartleys obtaining the best outcome for the client, Euroz Hartleys must take reasonable steps to handle and execute the order or orders in a way which satisfies those instructions and, as a result, may not achieve the best outcome for the client.

## 2. DEFINITIONS

**Market Operator** means Australian Securities Exchange Limited (ASX) or Cboe and NSX Equity Market Product means

- 1) a share in a body;
- 2) a financial product referred to in subparagraph 764A(1)(b)(i) or subparagraph 764A(1)(ba)(i) of the Corporations Act;
- 3) a right (whether existing or future and whether contingent or not) to acquire, by way of issue, the following under a rights issue:
  - (i) a share covered by paragraph (a); or
  - (ii) a financial product covered by paragraph (b); or

- (iii) a CHESS Depository Interest, admitted to quotation on the Listing Market

**Execution Venue** means a facility, service or location on or through which transactions in equity market products are executed and includes each individual order book maintained by a market operator, a crossing system and a participant executing a client order against its own inventory otherwise than on or through an order book or crossing system. This includes an order book and other matching mechanisms.

**Market Integrity Rules** means rules made by ASIC, under s798G of the Corporations Act, for trading on domestic licensed markets.

**Total consideration** as defined by ASIC RG265 means:

- 1) for a buy order, the purchase price paid by a client in respect of performance of a client order, plus transaction costs;
- 2) for a sell order, the sale price received by a client in respect of performance of a client order less transaction costs.

## 3. HANDLING OF CLIENT ORDERS - RETAIL

Relatively small retail orders (that is, those that can readily be executed immediately in an order book) will be executed as follows:

- 1) upon receipt of the order (this will usually be via telephone but can be via e-mail, or fax), the order will be entered into either the IRESS or TradeCentre order pad by the Adviser that received the order; and
- 2) the IRESS, Best Market Router (“BMR”) or TradeCentre Smart Order Router (“SOR”) will then cause the order to be automatically routed to whatever order book offers best Total Consideration. Total Consideration means for a buy order, the purchase price paid by you in respect of the execution of your order, plus transaction costs and for a sell order, the sale price received by you in respect of the execution of your order less transaction costs.

In executing the order, cost differences will be ignored – that is, the client will pay the same brokerage (total transaction cost) irrespective of the order book in which the order is executed and irrespective of whether the relevant order book offers higher or lower execution costs in relation to the execution of a particular client’s order.

Differences in order execution costs will, in any event, not be material in relation to retail clients (and will not be material in relation to the majority of orders placed by wholesale clients).

Any savings generated to Euroz Hartleys as a result of executing an order in one order book as opposed to another will be reflected in the overall level of brokerage charged by Euroz Hartleys to its clients (that is, savings will ultimately result in the overall level of brokerage being paid by all of Euroz Hartleys clients, being lower).

#### **4. HANDLING OF CLIENT ORDERS - WHOLESALE**

Wholesale client orders can be received via phone, fax, e-mail, IRESS and the Bloomberg systems. Upon receipt of an order a trading record will be completed. The order will then be executed by the Adviser using Euroz Hartleys IRESS BMR system or TradeCentre SOR. With respect to each wholesale order, in the vast majority of cases, the client will instruct Euroz Hartleys as to how the order is to be executed taking account of the following factors:

- 1) price;
- 2) costs;
- 3) total consideration;
- 4) speed;
- 5) likelihood of execution; or

any other relevant outcome, or any combination of these outcomes.

Where a wholesale client has not given an instruction with regards to best execution, Euroz Hartleys will take reasonable steps to obtain the best outcome for the client having regard to the factors listed above.

#### **5. DIFFERING TRADING HOURS**

In relation to retail orders, orders will be executed via either the BMR or SOR in whatever order books are available at the time that the order is received. In this regard, Euroz Hartleys has taken the view that:

- 1) when an order book is not available, the liquidity that was available on that order book tends to migrate to other order books such that the overall liquidity available to the client is not adversely affected (particularly in the context of the usual size of retail orders) when one or more order book is not open for trading; and

- 2) in view of the issue referred to at subparagraph (1), Euroz Hartleys has taken the view that it is not necessary to consider whether best Total Consideration could be achieved by delaying the execution of an order until all order books are available.

In relation to orders placed by wholesale clients, orders will be executed in accordance with the client's instructions as to whether the client wishes an order to be held until all order books are available (wholesale clients will usually be aware whether or not all order books are available for trading at the time that an order is placed). If the client does not provide those instructions when the order is placed, the client must be informed that all order books are not available and be asked to provide instructions as to whether the relevant order should be held until all order books are available or be executed immediately.

If requested to do so, the Adviser will provide advice as to whether the client's objectives can best be achieved by holding the execution of an order or executing the order immediately.

#### **6. DIFFERENT OPENING AND CLOSING MECHANISMS**

With respect to orders placed by retail clients, orders will be routed by the BMR to the market that offers best execution (best Total Consideration) at the time that the order is placed.

With respect to orders placed by wholesale clients, orders will be executed in accordance with the client's instructions via either the IRESS BMR or TradeCentre SOR. In the unusual event that the client is not aware that different opening and closing mechanisms apply to the order being placed by the client, the client must be informed that such a situation applies to the client's order and be requested to provide instructions as to which order book(s) the order is to be sent for execution. If requested to do so, the Adviser will provide advice to the client as to how the client's objectives can best be achieved.

#### **7. PRICE MOVEMENT AFTER ORDER TRANSMITTED**

With respect to orders placed by both retail and wholesale clients that are being executed by way of the BMR or SOR, the BMR or SOR can, after an order has been placed, move an order

from one order book to another book should it become apparent that best Total Consideration can be achieved by executing the order in the other order book.

With respect to orders that have been placed by a client that are being worked by an Adviser the Adviser can see a consolidated version of each order book on their workstation. In this regard, should it become apparent that best execution can be achieved (this being a concept that takes account of price, speed and execution certainty as these concepts apply to the particular order placed by the client) by removing an order from one order book and entering it into another, the Adviser must cause this to occur. This process (depending on the client's instructions) will occur without further instructions from the client via normal use of the BMR or SOR.

## 8. MARKET OUTAGES

In accordance with the matters set out above, when an outage occurs with respect to one order book, the liquidity on that order book tends to migrate to other order books. In this regard, with respect to orders placed by both retail and wholesale clients, the BMR or SOR will route orders to whatever order books that are operating on the basis that best. Total Consideration will be achieved whether or not all order books are operating.

With respect to orders placed by wholesale clients (wholesale clients will almost invariably be aware that there has been a market outage), the client will provide its instructions as to whether an order is to be held until all order books are available or whether an order is to be executed immediately. In the unlikely event that a wholesale client is not aware that a market outage has occurred, the client must be informed of this fact and be requested to provide instructions as to how the relevant order is to be executed. If requested to do so, Advisers will provide advice as to how the client's objectives can be achieved.

## 9. LIMIT ORDERS

With respect to Limit Orders the BMR or SOR will route limit orders to the order book where best Total Consideration will be achieved.

## 10. TRANSMISSION OF ORDERS

In accordance with the matters set out above:

- 1) orders placed by retail and wholesale clients will be executed by entering the order into IRESS or TradeCentre where it will be routed by the IRESS BMR or TradeCentre SOR to the order book where best Total Consideration can be achieved; and
- 2) orders placed by wholesale clients will be executed in accordance with instructions given by the client (provided by the client either with or without a request for instructions being made by the Adviser). Regarding orders executed pursuant to a pre-trade transparency exception and in accordance with the matters set out above, Euroz Hartleys does not operate any form of automated crossing system. Euroz Hartleys will execute crossings on behalf of retail and wholesale clients.

Crossings must be conducted in accordance with the Rules.

Orders, other than those to be executed by way of a crossing, that fall within a pre-trade transparency exception will be executed where the order falls within an exception provided by Part 6.1.1 of the Rules and the client requests that the order be executed pursuant to a pre-trade transparency exception rather than the order being executed in an order book.

In summary the BMR is configured as follows:

- 1) The IRESS BMR provides order optimisation and execution on multiple venues in conjunction with the IOS+ platform.
- 2) IOS+ and the BMR provide a number of automated execution algorithms which maximise the benefits of multiple execution venues. For clients it means achieving best execution across multiple venues. There are three primary algorithms that the BMR can utilise upon instruction from the Designated Trading Representative. These are Spray, Sway and Sweep
  - The Spray function sends multiple orders across all order books, through multiple price levels, with immediate execution and the routing of any remaining volume to ensure market priority.

- The Sway function sends orders to multiple order books simultaneously at the top price level. Pricing for the orders are updated as they are executed and new orders are then sent where appropriate.
- The Sweep function sequentially sends an order to each order book to execute at the best price, attempting to fill as much of the order as possible from the preferred order book (including icebergs) before continuing to the next chosen order book.
- The Spray strategy use 'spray' routing where orders are simultaneously sent to all lit Venues. SORs simultaneously attempt to hit all pools of liquidity at once.
- In a Slice & Spray order the SOR disregards any icebergs and routes directly to the maximum available depth to complete the order. The effect of this accelerated strategy is that any resting/residual balance will be more efficiently posted to market so as to optimize priority in the depth queue.

Depending on liquidity, price and the client's instructions with regard to the speed of execution, the three different execution algorithms may be appropriate at different times. For example, if the client wishes to execute immediately without a price limit the Spray function would be appropriate as it seeks out the best price across all order books. If the client wished to execute at a specific limit, then the Sway function would be appropriate as it will seek out liquidity across all order books within the pricing parameters. If the client had a preference to execute on one order book over another, the Sweep function would be appropriate as it will seek liquidity in the preferred order book first before searching other order books.

In summary the TradeCentre SOR is configured as follows:

- 1) The TradeCentre SOR is an order routing module that manages the flow of all orders initiated within TradeCentre on multiple venues in conjunction with the TradeCentre platform.
- 2) The TradeCentre SOR also provides a number of automated execution algorithms which maximise the benefits of multiple execution venues. For clients it means achieving best execution across multiple venues. There are three primary algorithms that the SOR can utilise upon instruction from the Adviser. These are Sweep, Spay and Slice & Spray.
  - The Sweep strategy sequentially sends out orders to markets to execute at the best price possible without a trade-through. It attempts to fill as much of the order as possible from the targeted venues before continuing on to the next venue.

## 11. MONITORING AND REVIEW

Euroz Hartleys will monitor the effectiveness of its order execution arrangements and Best Execution Policy in order to identify and, where appropriate, incorporate any amendments to procedures. Euroz Hartleys will assess, on a regular basis, whether the Execution Venues included in our Best Execution Policy provide for the best possible result for our clients or whether Euroz Hartleys needs to make changes to its execution arrangements.

We will review our order execution arrangements and Best Execution Policies at least annually or whenever a material change occurs that affects our ability to continue to obtain the best possible result for the execution of client orders on a consistent basis using the venues included in this Best Execution Policy. Euroz Hartleys will notify you of any material changes to its order execution arrangements or Best Execution Policy as described above by posting the information on our website [www.eurozhartleys.com](http://www.eurozhartleys.com).

# Overview of Anti-Money Laundering and Counter-Terrorism Financing Legislation

Australia has Anti-Money-Laundering and Counter-Terrorism Financing (“**AML/CTF**”) laws to meet international standards and to help protect businesses from being misused for money laundering and terrorism financing.

All new Clients seeking services from Euroz Hartleys will be required to verify their identity. By verifying your identity you are helping to protect Australian businesses from being misused for the purposes of criminal activity.

If you are an existing client you will not need to do anything further, however you may be required to provide additional information when opening a new account or if your circumstances change.

## Why legislation has been introduced?

The laws were introduced to:

- Bring Australia’s AML/CTF system into line with international standards.
- Reduce the risk of Australian businesses being misused for the purposes of money laundering or terrorism financing.
- Meet the needs of law enforcement agencies for targeted information about possible criminal activity and terrorism.

## Will I need to provide more information?

Euroz Hartleys must meet stringent investor identification and verification requirements using a risk-based approach. This means that prior to opening an account or offering a service, we must be satisfied that you are who you claim to be. A client conducting a transaction may be asked to provide different forms of identification. The level of identification required will depend on the risk level of the transaction. Your Adviser is the best person with whom to discuss your identity verification requirements.

## What happens if I do not have identification?

If you are unable to provide the appropriate level of identification required by legislation, Euroz Hartleys may not be able to provide the service you require or your application may be delayed where identification documents are inadequate.

## How will my privacy be protected?

Euroz Hartleys is subject to the Privacy Act 1988 (“**Privacy Act**”). The Privacy Act regulates the collection, use, disclosure, quality and security of personal information.

More information about the collection of your personal information is provided in the Privacy Policy and Client Statement.



## How to provide Certified Copies of Documents

Each document provided with this form must be certified by an “acceptable certifier”. We will not accept photocopies or faxes of a certification.

Please ask the certifier to include the following certification on each page of the document:

Details of certifier:

- their full name;
- signature;
- by reference to the listing below, a statement as to which category of authorised certifier the person is;
- a statement either the same as or to the effect of:  
“I certify this is a true and correct copy of the original document which I have sighted” (for use where there is only a single page); or  
“I certify that this page is a true and correct copy of the original document of [insert number] pages which I have sighted”; and
- date of certification.

### Acceptable Certifiers

- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1995)
- Bailiff
- Bank Officer with 2 or more continuous years of service
- Building society officer with 2 or more years of continuous service
- Chief executive officer of a Commonwealth court
- Chiropractor
- Clerk of a court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with 2 or more years of continuous service
- Dentist
- Employee of the Australian Trade Commission who is: a) in a country or place outside Australia; and b) authorised under the Consular Fees Act 1955; and c) exercising his or her function in that place
- Employee of the Commonwealth who is: a) in a country or place outside Australia; and b) authorised under the Consular Fees Act 1955; and c) exercising his or her function in that place
- Fellow of the National Tax Accountants Association
- Finance company officer with 2 or more years of continuous service
- Holder of a statutory office not specified in another item in this part
- Judge of a court
- Justice of the Peace
- Legal practitioner
- Magistrate
- Marriage celebrant registered under Subdivision C of Division 1 of part IV of the Marriage Act 1961
- Master of a court
- Member of Chartered Secretaries Australia
- Member of Engineers Australia
- Member of the Australasian Institute of Mining and Metallurgy
- Member of the Association of Taxation and Management Accountants
- Member of the Australian Defence Force who is: a) an officer, or b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 2 or more years of continuous service, or a warrant officer within the meaning of that Act
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants
- Member of: a) the Parliament of the Commonwealth; or b) the Parliament of a State; or c) a Territory legislature, or d) a local government authority of a State or Territory
- Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
- Notary public
- Nurse
- Officer with, or authorised representative of, a holder of an AFSL, having 2 or more years continuous service with one or more licensees
- Officer with, or a credit representative of, a holder of an ACL, having 2 or more years of continuous service with one or more licensees
- Optometrist



- Patent attorney
- Permanent employee of the Australian Postal Corporation with 2 or more years of continuous service
- Permanent employee of: a) the Commonwealth or a Commonwealth authority; or b) a State or Territory authority; or c) a local government authority; with 2 or more years of continuous service who is not specified in another item in this Part
- Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- Pharmacist
- Physiotherapist
- Psychologist
- Police officer
- Registrar, or Deputy Registrar, of a court
- Senior Executive Service employee of: a) the Commonwealth or a Commonwealth authority; or b) a State or Territory authority
- Sheriff
- Sheriff's officer
- Teacher employed on a full time basis at a school or tertiary education institution
- Trade marks attorney
- Veterinary surgeon

### Eligible Foreign Certifiers

The following people can certify copies of documents for overseas residents:

- a judge of a court\*
- a registrar or deputy registrar of a court\*
- a magistrate \*
- a notary public\*
- a lawyer or barrister\*
- a police officer\*
- a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practicing Accountants, the National Institute of Accountants, The American Institute of Certified Public Accountants, Association of Certified Chartered Accountants (United Kingdom), Canadian Institute of Chartered Accountants, Institute of Chartered Accountants of New Zealand, The Institute of Chartered Accountants in England and Wales, The Institute of Chartered Accountants in Ireland, or The Institute of Chartered Accountants of Scotland

- an Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955.)
- employee of the Australian Trade Commission who is:-
  - In a country or place outside Australia;
  - authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
  - exercising his or her function in that place.
- employee of the Commonwealth who is:
  - In a country or place outside of Australia;
  - authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
  - exercising his or her function in that place.

\*licensed or registered in a Financial Action Task Force member country. Please refer to the FATF website for further information <https://www.fatf-gafi.org/countries/#FATF>

Please note the certifier must state that the photocopied documents are a true copy of the original and include their full name, signature and qualification which makes them eligible to certify documentation.

### English Language Translation

Translations in English are required to be performed to a standard consistent with the accreditation level of 'Professional Translator' awarded by the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) or an overseas standard comparable to the Australian NAATI accreditation. Please note that English translations must be provided at the expense of the client.

## THIS AGREEMENT

1. This Agreement covers all transactions in Financial Products between you and us, including Financial Products traded on the ASX, Cboe and NSX, international shares, term deposits, listed hybrid and debt securities, bonds and derivative products including Exchange Traded Options. When you instruct us to do a transaction for you, you have accepted the terms of this Agreement and you also agree to comply with the Regulatory Requirements.
2. If you want to trade in certain types of Financial Products or receive some services from us then we may need to enter into an Additional Agreement with you (e.g. portfolio administration services, margin lending, exchange traded options, short selling). If there is a term in an Additional Agreement that is different from a term of this Agreement, then the term in the Additional Agreement takes precedence.

## INFORMATION

3. You agree that the information you give us is accurate and that you'll let us know as soon as you can if that information changes.

## NO GUARANTEE

4. We don't give you any guarantee concerning the performance or return on capital of any investment that you make.

## DISCRETION

5. We will not act on a discretionary basis on your behalf unless you have entered into a Managed Discretionary Account Agreement with us.

## JOINT ACCOUNTS

6. If more than one person will use an Account, this Agreement and any Additional Agreement apply to all of them jointly and severally. We can act on the instructions of each person without contacting any other person. Any representations, warranties and undertakings made, are made by each person jointly and severally.

## AUTHORISED PERSONS

7. You can authorise someone else to act on your Account by applying to us using the relevant form.
8. You agree to be held directly responsible for the actions and instructions of Authorised Persons on your Account. Any breach of these terms by an Authorised Person will be attributed to you and we will have the same rights and remedies as we would if you had personally committed the breach.

## YOUR INSTRUCTIONS

9. If you want us to enter into a transaction on your behalf then you need to give us instructions to do so. You must give us instructions orally, by email or otherwise in writing. We will not accept instructions given by way of voicemail. Instructions given via email or in writing will only be acted upon if we acknowledge receipt of the instruction.
10. You agree that we are not liable for anything we either do, or fail to do, based on an instruction which we reasonably believe is from you or someone acting on your behalf.
11. You agree that you'll tell us in writing when you know about any transaction on your Account where you, or an Authorised Person, did not give instructions with respect to that transaction.
12. For each confirmation, if you don't tell us before the market opens on the next trading day for the relevant Financial Product, you are deemed to have accepted the confirmation as being accurate, and the confirmation is evidence that the transactions in the confirmation were executed in accordance with your instructions.
13. We may decline to accept your instructions at any time without the need to provide any reason for our decision including, without limitation, where:
  - (1) the original instructions are more than one calendar month old and the instructions have not been reconfirmed by you;

- (2) the basis of quotation for the relevant Financial Products has changed and the instructions have not been reconfirmed by you;
- (3) trading in the relevant Financial Product has been suspended or halted and you have not reconfirmed your instructions;
- (4) we believe that your instructions are ambiguous, incomplete or unclear;
- (5) we believe that your instructions may contribute to or cause a contravention of the Corporations Act or of a Regulatory Requirement;
- (6) we believe that acting on your instructions may result in the market for the relevant Financial Product not being both fair and orderly; or
- (7) your instructions are contrary to the Best Execution Policy.

## TRADING AS PRINCIPAL

14. You consent to your order being matched with an order of another client or with an order that we place as principal.

## STOP LOSS ORDERS

15. We do not accept any contingent instructions to limit losses while maintaining a position (commonly known as “stop loss orders”).

## DELAYS

16. We will make all reasonable attempts to process your instructions to buy and sell Financial Products as quickly as possible. However, we will not be liable for any delays or cancellations which are beyond our reasonable control (such as disruptions to markets or technology) or due to compliance with our legal obligations and internal processes (such as our obligation to maintain an orderly market).

## CANCELLATION AND AMENDMENT

17. The ASX, Cboe and NSX Rules allow the ASX, Cboe and NSX (as applicable) to cancel or amend transactions. You authorise and agree that we may, without your consent, cancel or amend (or request the ASX, Cboe or NSX to do the same),

any transactions relating to the sale or purchase of Financial Products in any of the following situations:

- (1) to maintain a fair and orderly market;
- (2) if we are asked by the ASX, Cboe or NSX;
- (3) if we are required to under the ASX, Cboe or NSX Rules: or
- (4) in accordance with the usages, customs, practices, or procedures of the ASX, Cboe or NSX, the exchange on which the transaction is executed, and its clearing house.

18. From the time a transaction is cancelled, our settlement obligations do not apply.

## SHORT SELLING

19. You agree that whenever you place a sell order that you have a presently exercisable and unconditional right to vest the Financial Products that are the subject of the sell order in the buyer. You also agree that whenever you place an order to sell Financial Products with us that you must inform us whether or not the sell order relates to a covered short sale (that is a sale where you have, at the time the order is placed, a legally binding commitment from a securities lender to lend the Financial Products to you under a securities lending arrangement). Where the sell order relates to a covered short sale, you must also inform us at the time of placing the sell order:
  - (1) the number of Financial Products to be sold that are to be delivered under the Securities Lending Arrangement;
  - (2) a description of the Financial Products (for example fully paid ordinary shares); and
  - (3) the name of the entity that issued the Financial Products (for example. BHP Billiton Limited)
20. You acknowledge that we will not be permitted to execute a sell order for you unless you have notified us of the information referred to above. You agree that, each time that you place a sell order with us and notify us that the sell order relates to a covered short sale, you will be taken to have represented and warranted to us that the sale will comply with the Regulatory Rules.

## CONFIRMATIONS

21. Confirmations are issued subject to a number of practices and regulatory requirements that derive from the Regulatory Rules, the Corporations Act and the correction of errors and omissions.
22. You agree to receive a confirmation via a current email address after each trade (or by mail at our discretion).
23. You agree to be bound by the terms set out in confirmations we issue.
24. You agree that we may complete your order by multiple market transactions and you authorise us to accumulate and state the volume weighted average price for those transactions on a single confirmation. If requested by you, we will give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in the confirmation.

## BANK ACCOUNTS

25. To settle your transactions, you agree to provide us with direct debit and credit instructions for an established cash management account or bank account, and authorise us to debit/credit this account as required for the settlement of your transactions. We may pay trust funds held on your behalf into one of these accounts.

## SETTLEMENT

26. You must:
  - (1) for a buy order, have sufficient available funds in your Account, or nominated bank account, to pay the purchase price for the Financial Products before 9.00am on the settlement date in the confirmation; or
  - (2) for a sell order, have the Financial Products in your Account, or provide evidence of ownership and have these Financial Products available for delivery, before the delivery date in the confirmation.
27. If you have given us authority to directly debit your cash management account

or bank account, you authorise us to automatically debit money from that account to satisfy your settlement and payment obligations. When you give us authority to automatically debit money, you indemnify us for any action we take in automatically debiting funds from your cash management account or bank account.

28. You authorise us to use any Financial Products we hold for you to satisfy your obligation to deliver in a sale. We may demand immediate delivery of certain Financial Products on the settlement date set out in the confirmation.
29. When you make a sale, the proceeds of your sale are not available for withdrawal until the latest of:
  - (1) the settlement of the sale;
  - (2) the delivery of all the necessary shareholder information and documents, and you settling any outstanding debts you owe us; and
  - (3) you settling any outstanding debts you owe us.

## FAILURE TO SETTLE

30. If you fail to settle a transaction by the due date, or fail to pay money you owe to us:
  - (1) we can sell Financial Products we hold for you to pay for an unsettled buy order;
  - (2) we can buy Financial Products to close out an unsettled sell order;
  - (3) we can charge interest on the amount outstanding at the official cash rate plus 2% and late settlement fees; and
  - (4) you must reimburse us for all costs, expenses and losses incurred resulting from your failure to settle.
31. If you fail to settle, you appoint us, and our directors and officers, as your attorney. As your attorney we can give instructions on your behalf about your:
  - (1) issuer sponsored Financial Products you instructed us to purchase that are awaiting registration;
  - (2) Financial Products which are sponsored by us;
  - (3) Financial Products held by our nominee company; and

(4) funds held in any account with us, or in any other account which we are authorised to access.

32. As your attorney, we can sell any Financial Products we hold for you, in our absolute discretion, and we can set off the proceeds we generate against money you owe to us. You will bear the cost of that action, such as fees, costs (including legal costs) and taxes.
33. You agree that we may use funds we receive from you held in any account with us to satisfy any outstanding debt you owe us.

## REGISTRATION

34. We will register your transactions using the information you provide in your Account Application.
35. By opening an Account you agree to be CHESS sponsored by us on the terms of our Sponsorship Agreement.
36. If you transact in international shares, these will be held for your benefit in a designated sub-account in your name or in the name of our custodian or nominee.

## EXCHANGE TRADED OPTIONS

37. If we accept an order from you to trade in Exchange Traded Options we will arrange for that order to be executed by another Trading Participant. We will not be responsible for any failures, errors or delays by that Trading Participant in executing your order.

## PAYMENTS

38. We will tell you about any commission or brokerage you become liable to pay in relation to your Account. We will also tell you about fail fees and other fees you may have to pay in connection with a transaction.
39. You agree to:
- (1) pay us any reasonable fees charged in relation to using your Account, such as brokerage and taxes;
  - (2) reimburse us for any miscellaneous

costs incurred in relation to your dealings, including without limitation GST; and

- (3) pay any amounts due under paragraphs (1) and (2) above in accordance with our instructions.
40. You can make payments under this Agreement by direct deposit to your cash management account, direct debit, or another method that we agree with you.
41. We will pay amounts due to you into your cash management account, bank account or any other method we agree with you.

## REPRESENTATIONS AND WARRANTIES

42. You represent and warrant that:
- (1) all the information you provide us is correct, and we can rely on it until we receive written notification of any changes to it;
  - (2) you are over the age of 18 and have the legal power and right to execute contracts and enter into the transactions under this Agreement;
  - (3) you have the legal ability to enter into this Agreement, and this Agreement is effective in binding you to its terms;
  - (4) you consider that trading through your Account is appropriate for your financial objectives, situation, and needs;
  - (5) if you are an individual, the name you use to open your Account is the name you are generally known by, and is not an alias;
  - (6) if you are a body corporate, you are duly incorporated and existing; and
  - (7) if you are a trustee:
    - (a) this Agreement binds you in both a personal capacity and in your capacity as a trustee;
    - (b) you can be indemnified out of the assets of the trust for all liabilities incurred under this Agreement;
    - (c) you have properly exercised your trust powers and have full authority to enter into this Agreement and all transactions under it; and
    - (d) your instructions are lawful and authorised.

## LIMITATION OF LIABILITY

43. We will not be liable to you for any losses, damages, costs and expenses, of any kind, resulting from or caused by:
- (1) you giving instructions;
  - (2) you failing to give us the information required in this Agreement, or giving incomplete or incorrect information to us;
  - (3) us refusing to act on your instructions;
  - (4) you using or relying on any research reports provided by us;
  - (5) your breach of this Agreement;
  - (6) anything lawfully done by us in accordance with this Agreement or at your request;
  - (7) us complying with any direction, request or requirement of a market operator or regulator, or us complying with the Regulatory Requirements;
  - (8) problems with a securities exchange;
  - (9) any system failure or malfunction or network outage; or
  - (10) any events or circumstances which we cannot reasonably control.
44. You represent and warrant to us that, in respect of each order you place with us, the order does not, and any resulting transaction will not, result in you or any Authorised Person, contravening any provision of the Corporations Act or other applicable law.
45. This Agreement does not exclude or limit the application of any statute (including the Competition and Consumer Act 2010 (Cth)) where to do so would contravene that statute or cause any part of this Agreement to be void. We exclude all conditions, warranties or terms implied by statute, general law or custom except to the extent that such exclusion would contravene any statute or cause this provision to be void. Our liability for a breach of any provision implied by law which cannot be excluded is limited to the supplying of the services again, or paying you the cost of supplying the services again, at our discretion.

## INDEMNITY

46. You agree to indemnify and hold us, our related bodies corporate and our directors, officers and employees harmless against any claims, losses, actions, demands, amounts, proceedings, liabilities, damages and costs (including legal costs on a solicitor and client basis) paid, suffered or incurred by us directly or indirectly as a result of:
- (1) us undertaking your instructions in respect of any transactions in Financial Products; or
  - (2) any failure of you to comply with this Agreement including any breach of your representations or warranties.

## DIRECTOR'S INDEMNITY

47. When you sign this Agreement as a director or officer of a body corporate, you agree to indemnify us against any liability incurred as a consequence of any transaction on any Account established by that body corporate. You also agree to indemnify us from any liability or loss arising from, and any costs, damages, charges and expenses incurred in connection with:
- (1) any failure by that body corporate to pay us any monies which are due and payable by the body corporate to us; and
  - (2) any failure by the body corporate to fulfil its obligations to us.
48. If more than one person executes this Agreement as a director or officer of a body corporate, they each are jointly and severally liable for any monies payable to us by the body corporate.
49. Each indemnity in this Agreement is a continuing obligation, which is independent and separate from your other obligations under this Agreement.

## LIABILITY

50. We will use reasonable endeavours to carry out your instructions. However, we are not responsible for any failure to carry out your instructions for any reason. We

are also not liable for failing to carry out your instructions or effecting settlement of your transactions if something happens which we can't control.

51. We will not be liable to you for the consequences of not receiving a notification due to us relying on the wrong email address, where you failed to notify us of a new email address.

## CREDIT REPORTING

52. With respect to acting for you under this Agreement you authorise us to provide information that we hold about you to a credit reporting agency and to obtain credit reports about you.

## VARIATION AND TERMINATION

53. From time to time, we may vary the terms of this Agreement, including to:
  - (1) reflect changes in technology or our processes;
  - (2) bring us into line with our competitors or best practice in our industry;
  - (3) accommodate changes to features and services; or
  - (4) reflect changes to legal requirements.
54. We will tell you about any variation to this Agreement by providing not less than 7 days' written notice of the changes to the Agreement on our website. The changes will apply to all dealings between you and us from the date of the variation and your continued instructions to us will be an acceptance of the variation.
55. Either you or us can terminate this Agreement by providing 7 days' written notice (including by email) to each other at any time.
56. Terminating this Agreement does not affect any rights or obligations that became active before termination.

## ASSIGNMENT

57. Your rights under this Agreement must not be assigned without our prior written consent, which shall not be unreasonably withheld.

## POWER OF ATTORNEY, DECEASED ESTATES AND TRUSTS

58. Before you can sell or purchase Financial Products under a power of attorney or on behalf of a deceased estate, you need to provide us with an original certified copy of the power of attorney, letters of administration or probate or other relevant documents.
59. Before you can purchase or sell Financial Products on behalf of a trust you need to provide us with an original certified copy of the trust deed.

## REGISTRATION

60. You appoint us and each of our officers and employees severally as your attorney to complete any document required to ensure the registration details of your Financial Products accurately set out your name, registration address and other details.

## COMMUNICATING

61. You agree that:
  - (1) you are the person who is authorised to contact us, and give us instructions for transactions;
  - (2) we can act without asking further on orders you give us which appear to have been provided by you or for you;
  - (3) we'll send all confirmations and other related notifications under this Agreement to you by email or by mail at our discretion. You must ensure we have an up to date email address for you at all times to make sure you receive important communications from us;
  - (4) we can act without asking further on emails you give us which appear to have been provided by you or for you; and
  - (5) you indemnify us for all claims, liabilities, direct or consequential losses, costs, charges or expenses (of any nature) incurred or suffered by us as a result of us acting on communications you give us verbally or by email.

## **JOINT HOLDINGS - INCAPACITY**

62. If one joint holder of an Account dies or becomes incapacitated, we can continue to act on the instructions of the other joint holder.

## **GOVERNING LAW**

63. This Agreement is governed by the laws of Western Australia.



## Explanation of Chess Sponsorship Agreement

This explanation of the terms of the Clearing House Electronic Sub-register System (“**CHES**”) Sponsorship Agreement provides you with an outline of the effect of the CHES Sponsorship Agreement. It is important that you read this document and understand its contents before signing the Execution Agreement.

To be able to use CHES to facilitate settlement of your trades and to maintain details of your holdings on an ongoing basis, you need to be sponsored in CHES by a broker who is referred to in the CHES Sponsorship Agreement as being a Sponsoring Participant. By signing the Execution Agreement in this New Account Pack, you are appointing Euroz Hartleys as your Sponsoring Participant and you become a Participant Sponsored Holder.

As a result of Euroz Hartleys being appointed as your Sponsoring Participant, we can give instructions to CHES in relation to your holdings and the settlement of your trades for the Financial Products traded through us. We may also transfer Financial Products in and out of holding accounts to facilitate settlement of your dealings.

Within CHES, your Financial Products are identified by your Holding Identification Number (“**HIN**”).

Once you have read the CHES Sponsorship Agreement, if you require any explanation as to its terms and effect please contact Euroz Hartleys Head of Risk and Compliance whose contact details are set out below:

### Head of Risk and Compliance

Office  
Level 18, Alluvion  
58 Mounts Bay Road  
Perth Western Australia 6000

Postal  
PO Box Z5036  
St Georges Terrace  
Perth Western Australia 6831

T +61 8 9488 1400

F +61 8 9488 1477

E [compliance@eurozhartleys.com](mailto:compliance@eurozhartleys.com)



## 1. INTERPRETATION

Any term used in this Agreement which is defined in the ASX Settlement Operating Rules has the meaning given in the Rules. (Should you require a copy of these definitions please contact your Sponsoring Participant).

In this agreement, Euroz Hartleys Limited is referred to as the "Participant" and the Client is referred to as the "Participant Sponsored Holder". These terms are defined in the Rules.

## 2. MANDATORY PROVISIONS

### 2.1 PARTICIPANT RIGHTS

- 2.1.1 The Participant Sponsored Holder is entitled to receive a copy of the executed sponsorship agreement. If you wish to receive a copy, please contact us.
- 2.1.2 Where the Participant Sponsored Holder authorises the Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products within two Business Days of the date of purchase.
- 2.1.3 Subject to Clause 2.1.3, the Participant is not obliged to Transfer Financial Products into the Participant Sponsored Holding, where payment for those Financial Products has not been received, until payment is received.
- 2.1.4 Where a contract for the purchase of Financial Products remains unpaid, after the Participant has made a demand of the Participant Sponsored Holder to pay for the Financial Products, the Participant may sell those Financial Products that are the subject of that contract at the Participant Sponsored Holder's risk and expense and that expense will include brokerage and stamp duty.
- 2.1.5 Where the Participant claims that an amount lawfully owed to it has not been paid by the Participant Sponsored Holder, the Participant has the right to refuse to comply with the Participant Sponsored Holder's Withdrawal Instructions, but only to the extent necessary to retain Financial Products of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed).

### 2.2 PARTICIPANT SPONSORED HOLDER'S RIGHTS

- 2.2.1 Subject to Clauses 2.1.3 and 2.1.4, the Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within two (2) Business Days of the date of the receipt of the Withdrawal Instructions.
- 2.2.2 The Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder.
- 2.2.3 The regulatory regime which applies to the Participant is the regime established under the Corporations Act and Corporations Regulations, and rules of the Australian Securities Exchange ("ASX") and the Australian Securities and Investment Commission ("ASIC"), including the ASIC Market Integrity Rules, the ASX Settlement Operating Rules and the ASX Clear Operating Rules. The Participant Sponsored Holder can obtain information as to the status of the Participant from the relevant regulatory authorities, including the ASIC, ASX, ASX Settlement Pty Ltd and ASX Clear Pty Ltd.
- 2.2.4 The Participant Sponsored Holder may lodge a complaint against the Participant with ASIC, ASX, ASXS, ASXC or the Australian Financial Complaints Authority ('AFCA'). The Participant Sponsored Holder may lodge any claim for compensation with the Participant in the first instance, and if not satisfied with the Participant's response, may refer the claim to AFCA. The Participant Sponsored Holder may lodge any claims in relation to the National Guarantee Fund with the Securities Exchange Guarantee Corporation Limited.

## 3. OTHER RIGHTS AND DUTIES

### 3.1 SUPPLY OF INFORMATION

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

## 3.2 EXCHANGE TRADED OPTIONS, PLEDGING AND SUB-POSITIONS

- 3.2.1. Where the Participant Sponsored Holder arranges with ASX Clear to lodge Financial Products in a Participant Sponsored Holding as Derivatives Cover, and informs the Participant of the arrangement, the Participant Sponsored Holding:
- a) authorises the Participant to reserve the Financial Products in the ASX Clear Subposition so that the Financial Products come under the control of ASX Clear and are subject to the security interest granted in favour of ASX Clear to secure the performance by the relevant Clearing Participant of its obligations to ASX Clear under and in accordance with ASX Clear Operating Rule 14.6.7;
  - b) authorises any subsequent dealing (including, without limitation, any transfer) of the reserved Financial Products in accordance with the Rules and ASX Clear Operating Rules;
  - c) acknowledges that the Financial Products will remain subject to that security interest for so long as those Financial Products remain reserved in the ASX Clear Subposition in accordance with ASX Clear Operation Rule 14.6.7; and
  - d) authorises the Participant to take whatever other action is reasonably required by ASX Clear in accordance with the Rules to give effect to that arrangement.

## 3.3 FEES

- 3.3.1 The Participant Sponsored Holder will pay all Brokerage fees and associated transactional costs within the period prescribed by the Participant.

## 4. MANDATORY NOTIFICATIONS AND ACKNOWLEDGMENTS

- 4.1 The Participant Sponsored Holder acknowledges that if the Participant is not a Market Participant of an Approved Market Operator, neither the Approved Market Operator nor any Related Party of the Approved Market Operator has any responsibility for regulating the relationship between the Participant

Sponsored Holder and the Participant, other than in relation to the Rules relating to Sponsorship Agreements.

- 4.2 The Participant Sponsored Holder acknowledges that if a Transfer is taken to be effected by the Participant under Section 9 of the ASX Settlement Operating Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under the Sponsorship Agreement, then:
- a) the Participant Sponsored Holder may not assert or claim against ASX Settlement or the relevant Issuer that the Transfer was not effected by the Sponsoring Participant or that the Sponsoring Participant was not authorised by the Participant Sponsored Holder to effect the Transfer; and
  - b) unless the Transfer is also taken to have been effected by a Market Participant of an Approved Market Operator or a Clearing Participant of ASX Clear, the Participant Sponsored Holder has no claim arising out of the Transfer against the compensation arrangement applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations regulations.
- 4.3 In the event that the Participant breaches any of the provisions of this Agreement, the Participant Sponsored Holder may refer that breach to any regulatory authority, including ASX Settlement.
- 4.4 In the event that the Participant is suspended from CHES participation, subject to the assertion of an interest in Financial Products controlled by the Participant, by the liquidator, receiver, administrator or trustee of that Participant:
- a) the Participant Sponsored Holder has the right, within twenty (20) Business Days of ASX Settlement giving Notice of suspension, to give notice to ASX Settlement requesting that any Participant Sponsored Holdings be removed either:
    - (i) from the CHES Subregister; or
    - (ii) from the control of the suspended Participant to the control of another Participant with whom they have concluded a valid Sponsorship Agreement pursuant to Rule 12.19.10; or

b) where the Participant Sponsored Holder does not give notice under Clause 4.4.(a), ASX Settlement may effect a change of Controlling Participant under Rule 12.19.11. and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement with the substitute Participant on the same terms as the existing Sponsorship Agreement. Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship Agreement, the new Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Controlling Participant.

4.5 The Participant Sponsored Holder acknowledges that before the Participant Sponsored Holder executed the Sponsorship Agreement, the Participant provided the Participant Sponsored Holder with an explanation of the effect of the Sponsorship Agreement and that the Participant Sponsored Holder understood the effect of the Sponsorship Agreement.

4.6 The Participant Sponsored Holder acknowledges that in the event of the death or bankruptcy of the Participant Sponsored Holder, a Holder Record Lock will be applied to all Participant Sponsored Holdings in accordance with the ASX Settlement Operating Rules, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHES Subregister.

4.7 The Participant Sponsored Holder acknowledges that in the event of the death of the Participant Sponsored Holder, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Participant Sponsored Holder's estate, subject to the consent of the legally appointed representative, for a period of up to three calendar months after the removal of a Holder Record Lock applied pursuant to Clause 4.6.

4.8 The Participant Sponsored Holder irrevocably authorises the Participant to insert the Holder Identification Number and pending receipt of the irrevocable authorisation the Participant Sponsored Holder acknowledges that the Participant will insert the allocated Holder

Identification Number. The Participant undertakes to notify the Participant Sponsored Holder of the Holder Identification Number as soon as the account is issued.

## FOR JOINT HOLDINGS ONLY

4.9 The Participant Sponsored Holder acknowledges that in the event of the death of one of the Holders, the Participant will transfer all Holdings under the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder/s, and that this Sponsorship Agreement will remain valid for the new Holdings under the new Holder Record.

4.10 The Participant Sponsored Holder acknowledges that in the event of the bankruptcy of one of the Holders the Participant will:

- a) unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Participant Sponsored Holdings from the CHES Subregister, establish a new Holder Record in the name of the bankrupt Participant Sponsored Holder, transfer the interest of the bankrupt Participant Sponsored Holder into new Holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all Holdings under that Holder Record; and
- b) establish a new Holder Record in the name(s) of the remaining Participant Sponsored Holder(s) and Transfer the interest of the remaining Participant Sponsored Holder(s) into new Holdings under the new Holder Record.

## 5. CHANGE OF CONTROLLING PARTICIPANT

5.1 If the Participant Sponsored Holder receives a Participant Change Notice from the Controlling Participant of the Participant Sponsored Holding and the Participant Change Notice was received at least 20 Business Days prior to the date proposed in the Participant Change Notice for the change of Controlling Participant, the Participant Sponsored Holder is under no obligation to agree to the change of Controlling Participant, and may choose to do any of the things set out in clauses 5.2 or 5.3.

- 5.2 The Participant Sponsored Holder may choose to terminate the Agreement by giving Withdrawal Instructions under the ASX Settlement Rules to the Controlling Participant, indicating whether the Participant Sponsored Holder wishes to:
- transfer its Participant Sponsored Holding to another Controlling Participant; or
  - transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 5.3 If the Participant Sponsored Holder does not take any action to terminate the agreement in accordance with 5.2 above, and does not give any other instructions to the Controlling Participant which would indicate that the Participant Sponsored Holder does not agree to the change of Controlling Participant then, on the Effective Date, the Agreement will have been taken to be novated to the New Controlling Participant and will be binding on all parties as if, on the Effective Date:
- the New Controlling Participant is a party to the Agreement in substitution for the Existing Controlling Participant;
  - any rights of the Existing Controlling Participant are transferred to the New Controlling Participant; and
  - the Existing Controlling Participant is released by the Participant Sponsored Holder from any obligations arising on or after the Effective Date.
- 5.4 The novation in clause 5.3 will not take effect until the Participant Sponsored Holder has received a notice from the New Controlling Participant confirming that the New Controlling Participant consents to acting as the Controlling Participant for the Participant Sponsored Holder. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- 5.5 The Participant Sponsored Holder will be taken to have consented to the events referred to in clause 5.4 by the doing of any act which is consistent with the novation of the Agreement to the New Controlling Participant (for example by giving an instruction to the New Controlling Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- 5.6 The Agreement continues for the benefit of the Existing Controlling Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in clause 5.3 not binding or effective on the Effective Date, then the Agreement will continue for the benefit of the Existing Controlling Participant until such time as the novation is effective, and the Existing Controlling Participant will hold the benefit of the Agreement on trust for the New Controlling Participant.
- 5.7 Nothing in this clause 5 will prevent the completion of CHES transactions by the Existing Controlling Participant where the obligation to complete those transactions arises before the Effective Date and the Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the New Controlling Participant under this clause 5.

## 6. CLAIMS FOR COMPENSATION

- 6.1 The following compensation arrangements apply to the Participant Sponsored Holder. The Participant has professional indemnity insurance arrangements in place that satisfy the requirements for compensation arrangements under s912B of the Corporations Act.
- 6.2 If the Participant breaches a provision of this Agreement and the Participant Sponsored Holder makes a claim for compensation pursuant to that breach, the ability of the Participant to satisfy that claim will depend on the financial circumstances of the Participant.
- 6.3 If a breach by a Participant of a provision of this Agreement falls within the circumstances specified in the compensation arrangements applicable to the Approved Market Operator or the Clearing Participant of ASX Clear under the Corporations Act and Corporations Regulations, a Participant Sponsored Holder may make a claim under the relevant compensation arrangements specified under Part 7.5 of the Corporations Regulations.

## 7. TERMINATION

- 7.1 Subject to the ASX Settlement Operating Rules, this Agreement will be terminated upon the occurrence of any of the following events:
- by notice in writing from either the Participant Sponsored Holder or the Participant to the other party to the Agreement;
  - upon the Participant becoming insolvent;
  - upon the termination or suspension of the Participant; or
  - upon the giving of Withdrawal Instructions by a Participant Sponsored Holder to a Controlling Participant in accordance with Rule 7.1.10(c).
- 7.2 Termination under Clause 7.1(a) will be effective upon receipt of Notice by the other party to the Agreement.

## 8. VARIATION

- 8.1 Should any of the provisions in this Agreement be inconsistent with the provisions in the ASX Settlement Operating Rules, the Participant will, by giving the Participant Sponsored Holder not less than 7 Business Days written Notice, vary the Agreement to the extent to which in the Participant's reasonable opinion is necessary to remove any inconsistency.
- 8.2 Subject to clause 8.1, the Participant reserves the right to vary this Agreement at any time by giving the Participant Sponsored Holder not less than 7 Business Days notice of the variation, in writing, by email or through a notice posted on the Participant's website.

### EXPLANATION OF THE TERMS OF THE CHES SPONSORSHIP AGREEMENT

This explanation of the terms of the CHES Sponsorship Agreement provides you with an outline of the main terms of the CHES Sponsorship Agreement. Please also read the CHES Sponsorship Agreement. It is important that you read this document and understand its contents before agreeing to be bound by its terms and conditions. However, if there is anything you do not understand after reading this explanation and the Agreement, we encourage you to contact your Adviser on (08) 9268 2888.

To be able to use CHES to facilitate settlement of your trades and to maintain details of your holdings on an ongoing basis, you need to be sponsored in CHES by a broker. Within CHES, your financial products are identified by your Holder Identification Number (HIN). You need to make sure that all information you have given to us is accurate and that you remember to advise us if there are any changes. We are allowed to use this information in certain circumstances.

If you fail to settle a financial product buy transaction within the period specified on the contract note issued to you, Euroz Hartleys is entitled to sell sufficient of your financial products to reimburse it for the amount owing.

Renounceable rights that relate to the financial products on your HIN will be treated in the same manner as the financial products themselves. You can give us instructions at any time to withdraw your financial products from those CHES holdings. Provided you have met all your obligations, we will comply with your instructions. If you have not met all your obligations to pay money to us, we can retain your financial products to a maximum value of 120% of the amount owing.

Either of us can terminate the Sponsorship Agreement by notice in writing. Termination of the Agreement will be effective upon receipt of notice by the other party to the Agreement. If we breach the Agreement, you can refer the breach to a regulatory authority. You also have certain rights if we are suspended from CHES participation.

Our ability to meet any claim you make on us will depend, amongst other things, on our financial circumstances at the time the claim is made. We will rely, to the extent possible, on the cover we have under our professional indemnity insurance policy. You may be entitled to make a claim on the National Guarantee Fund.

The Agreement also sets out what happens in the event of your death or bankruptcy, or that of the other account holders if your account is in joint names.

Under the Agreement, we are entitled to charge you the fees that CHES charges us or for information we obtain at your request. The terms of the Agreement can be varied by us giving you notice and are subject to the Rules.

Should you require further explanation relating to the effect of the Sponsorship Agreement, please contact your Adviser on (08) 9268 2888.

## 1. APPLICATION OF ASX OPERATING RULES

The Client and the Trading Participant are bound by the ASX Operating Rules of ASX Limited (“ASX”), the Corporations Act and the Procedures, customs, usages and practices of ASX and its related entities, as amended from time to time, in so far as they apply to ASX BookBuild and any allocation of Financial Products in an offer on ASX BookBuild.

## 2. RIGHT TO REFUSE TO DEAL

The Client acknowledges that the Trading Participant may at any time refuse to deal in, or may limit dealings in, the Financial Products offered under ASX BookBuild for the Client. The Trading Participant is not required to act in accordance with the Client’s instructions, where to do so would constitute a breach of the ASX Operating Rules or the Corporations Act. The Trading Participant will notify the Client of any refusal or limitation as soon as practicable.

## 3. OFFERS IN THE U.S. OR TO U.S. PERSONS WHERE TERMS OF OFFER ARE SILENT

If the terms of the offer are silent on whether offers and issues of Financial Products are prohibited in the United States or to U.S. persons, then the Client acknowledges that the following terms of the offer will apply:

- (a) The Financial Products have not been, and will not be, registered under the US Securities Act of 1933 (the US Securities Act), and may not be offered, sold or resold in the United States, or to or for the account or benefit of U.S. persons, except in accordance with an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act;
- (b) Expressions used but not defined in these terms have the meanings set forth in Regulation S under the US Securities Act.

## 4. WARRANTY

When the Client instructs a Trading Participant to enter a Bid in an offer of Financial Products the Client warrants that:

- (a) it is aware of and agrees to:
  - (i) the Investment Cap; and
  - (ii) the terms of the offer;

- (b) it is entitled, under:
  - (i) the Investment Cap; and
  - (ii) the terms of the offer, to enter that Bid and to subscribe for any Financial Products allocated to it under ASX Operating Rule 4930.

## 5. ALLOCATION

The Client acknowledges that where it has received an allocation of Financial Products as a result of a Bid entered by the Trading Participant on its behalf for the allocation of the relevant Financial Products under the applicable offer it has an obligation to subscribe for the number of Financial Products allocated to it at the final BookBuild Price on the terms of that offer.

## 6. DIVERSTMENT

When the Client:

- (a) has received an allocation of Financial Products in an offer on ASX BookBuild which represents a percentage of Financial Products in that offer which exceeds the Investment Cap; or
- (b) has received an allocation of Financial Products in an offer on ASX BookBuild which results, or together with allocations to other persons result, in the voting power in the BookBuild Issuer of the Client or any other person increasing from a percentage at or below the Investment Cap to a percentage above the Investment Cap, the Client acknowledges that such allocation was outside of the parameters established by the BookBuild Issuer for the offer on ASX BookBuild and that the BookBuild Issuer may, at its election, require that the client divest such number of Financial Products allocated in the offer on ASX BookBuild up to the number required for the relevant person to no longer exceed the Investment Cap.

For the purposes of this clause 6, a person’s voting power in the BookBuild Issuer has the meaning given by s610 of the Corporations Act.

The Client acknowledges that damages are not an adequate remedy for a breach of clause 4 and that the Bookbuild Issuer can require specific performance of this clause 6.

## **7. ENFORCEABILITY BY BOOKBUILD ISSUER**

The Client acknowledges that the warranties and acknowledgments in clauses 4, 5 and 6 above can be enforced by the BookBuild Issuer.

## **8. EFFECT OF TERMINATION**

Termination does not affect the existing rights and obligations of the Client or the Trading Participant at termination.

## **9. REVISED TERMS PRESCRIBED BY ASX**

If ASX prescribes amended minimum terms for a BookBuild Client Agreement for the purposes of the Rules (the “New Terms”), to the extent of any inconsistency between these minimum terms and the New Terms, the New Terms will override the terms of the ASX BookBuild Client Agreement and apply as if the Client and the Trading Participant had entered into an agreement containing the New Terms.

## **10. TRADING PARTICIPANT TO PROVIDE CLIENT WITH COPY OF CHANGES**

The Trading Participant will provide a copy of the New Terms to the Client as soon as practicable after ASX prescribes the New Terms.





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