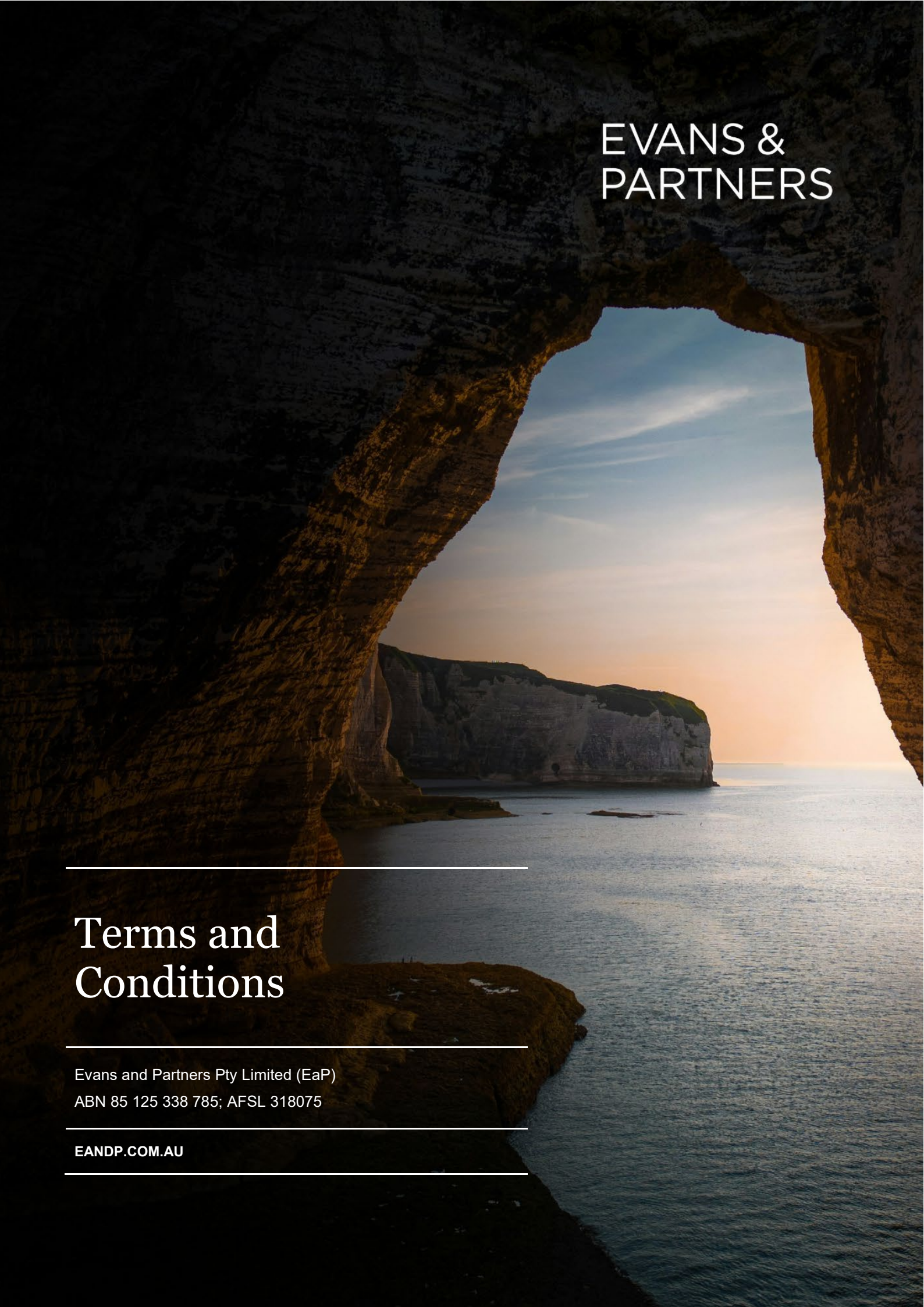

EVANS &
PARTNERS

Terms and Conditions

Evans and Partners Pty Limited (EaP)
ABN 85 125 338 785; AFSL 318075

EANDP.COM.AU

Contents

1. Arrangements for trading on an Australian market through EaP 4
2. Terms Applicable to Portfolio Service Clients 4
3. Conduct of Business 4
4. Orders and Instructions 4
   4.1 Placing Orders 4
   4.2 Email Orders and other instructions 4
   4.3 Provision of Instructions 4
   4.4 Orders relating to covered short sales 4
   4.5 Orders to purchase Warrants 4
   4.6 Orders to purchase Partly Paid Securities 4
   4.7 DMA Service terms 4
   4.8 Right to refuse Orders and other matters 4
   4.9 Recordings of telephone and/or video conversations 5
   4.10 Appointment of Execution Service Provider 5
   4.11 EaP's right to appoint agents 6
   4.12 MDA services 6
5. Allocation and Execution Policy 6
6. Policies and Procedures of EaP 7
7. Alternative Exchanges and Other Financial Markets/Best Execution 7
8. Confirmations 7
9. Settlement Obligations 7
   9.1 Settlement obligations owed to the Clearing Participant 7
   9.2 Settlement Date and Time 8
   9.3 Purchases 8
   9.4 Sales 8
10. Failure to Settle 8
   10.1 The Clearing Participant's Rights 8
   10.2 EaP's rights if the Clearing Participant assigns a debt 8
11. Cancellations 8
12. Brokerage and other fees 9
13. Deduction of brokerage and other fees 9
14. Authority to transfer funds between your accounts 9
15. Interest on Moneys in EaP's Trust Account 9
16. Principal Trades 9
17. Anti-money Laundering and Counter-Terrorism Financing 9
   17.1 AML/CTF Laws apply 9
   17.2 EaP's rights in order to comply with AML/ CTF Laws 9
18. Indemnity 10
19. Information 10
20. Credit References 10
21. Complaints 10
22. Compensation arrangement 10
23. Sponsorship 11
24. Trustees and Corporations 11
   24.1 Trust 11
   24.2 Corporation 11
25. Amendment 11
26. Termination 11
27. Assignment 11
28. Enforceability and Prohibition 11
29. Persons bound 12
30. Privacy 12

31. Tax Practitioners Board 12
32. Governing Law 12
33. Definitions 12
34. Interpretation 14
34.1 In these Terms and Conditions 14
34.2 Joint accounts and holders of Joint Accounts 14
34.3 You agree that in the event of any inconsistency between: 14
Schedule 1 Investment Program 15
1. Engagement of EaP to provide the Portfolio Service 15
2. Setting up your Portfolio Service Account 15
3. EaP's Authority 15
3.1 You authorise EaP to do each of the following on your behalf: 15
4. The Portfolio Service 15
5. Mailbox Service 15
6. Fees Payable to EaP 16
6.1 Fees 16
6.2 Waiver of Fees 16
6.3 Change of Fees 16
6.4 Deduction of Fees 16
6.5 Consent 16
6.6 Ongoing Fee Arrangement 16
6.7 Asset based Fees 16
7. Audit 16
8. Release and Acknowledgment by Client 16
9. Definitions 17
Schedule 2 18
1. Access to the Trading System 18
2. Use of the System 18
3. Security Information 18
4. Submitting Orders through the DMA Service 18
5. Trading 18
6. Reconciliation 19
7. EaP's Warranties and Liabilities 19
8. System and Trading Risks 19
9. Termination 20
10. Definitions 20
Schedule 3 21
Schedule 4 21
Schedule 5 22
1. Trading as Principal Policy 22
2. Execution of Client Orders 22
2.1 Principal Orders 22
2.2. Non-discretionary Orders 22
2.3 Discretionary Orders 22
3. Aggregation of Client Orders 22
4. Best Execution Policy 22
Schedule 6 23

1. Arrangements for trading on an Australian market through EaP

If you wish to buy or sell or otherwise deal in Traded Products on a Market in Australia, EaP may execute that Market Transaction on your behalf, or as your agent, arrange for the execution of that Market Transaction by an Execution Service Provider appointed by EAP in accordance with clause 4.10. This document sets out the terms and conditions of the Agreement between you and EaP in relation, among other things, to the Market Transactions or other dealings executed or arranged by EaP on your behalf.

2. Terms Applicable to Portfolio Service Clients

If you elect to become a Portfolio Service Client of EaP, the terms in Schedule 1 and Schedule 6 will apply to you. You may elect to become a Portfolio Service Client by completing the details in Schedule 6 or by otherwise notifying EaP that you elect to be a Portfolio Service Client.

3. Conduct of Business

You acknowledge and agree:

(a) to comply with these Terms and Conditions and all applicable legislation and all applicable Market Integrity Rules, Operating Rules, the ASX Clear Operating Rules and the ASX Settlement Operating Rules and the directions, decisions and requirements of the Market and the customs and usages of the Market, the Clearing Facility and the Settlement Facility. Copies of the applicable Market Integrity Rules, Operating Rules, the ASX Clear Operating Rules and the ASX Settlement Operating Rules can be obtained online from ASIC or ASX (as applicable) or from EaP upon request; and

(b) all Market Transactions are subject to the terms and conditions (if any) on the confirmation issued by EaP (Confirmation) (if any) and any applicable Terms and Conditions set out below, and to the applicable Market Integrity Rules, Operating Rules, the ASX Clear Operating Rules, the directions, decisions and requirements of the Market and the customs and usages of the Market, and if the sale or purchase is in relation to CHESS Approved Products, the ASX Settlement Operating Rules, a copy of which can be made available upon request.

4. Orders and Instructions

4.1 Placing Orders

You agree that, if you wish to place any Order, you must do so with your Adviser or their team members notified to you from time to time, by providing instructions in such manner permitted within these Terms and Conditions and our FSG.

4.2 Email Orders and other instructions

You acknowledge that EAP is authorised to accept and act without any inquiry upon instructions provided to EaP (including Orders placed) by email which appear to EaP (acting reasonably) to have been given by you, or for you by your Authorised Agent, and that you indemnify EaP in respect of any losses or expenses that EaP may suffer or incur as a direct result of so acting if it transpires that the instruction is not given by you or your Authorised Agent or does not reflect your instructions. You may at any time cease such authorisation by notice in writing to EaP, following which, EaP will refuse to accept and act without inquiry upon instructions it receives by email that are or purports to be from you or your Authorised Agent.

4.3 Provision of Instructions

(a) In accordance with Part 7 in the Application form, you authorise the person listed in that section or any person(s) you may advise us from time to time, to be your Authorised Agent to provide EaP with instructions under this Agreement and on your behalf.

(b) You authorise us to give your Authorised Agent information as requested. This authority will remain legally binding until the point when you provide us notice in writing revoking the previous authority.

(c) EaP is not liable for covering any claim or loss which may arise from us acting in accordance with any instruction (including Orders) provided by a person we consider (acting reasonably) to be either yourself or your Authorised Agent.

(d) If you are more than one person, you are deemed to be jointly and severally bound by these Terms and Conditions. Until such time as we are advised otherwise in writing by you, we will act on the instructions of any one of you without confirmation of the authority.

4.4 Orders relating to covered short sales

You agree that whenever you place a sell Order with EaP, you must inform EaP whether or not your sell Order relates to a covered short sale – i.e. a sale where you do not hold the securities the subject of the sell order but have, at the time you place the sell Order with EaP, a legally binding commitment from a securities lender to lend the securities to you under a Securities Lending Arrangement.

Where your sell Order relates to a covered short sale, you must also inform EaP at the time of placing the sell Order:

(a) the number of Traded Products to be sold that are to be delivered under the Securities Lending Arrangement;

(b) a description of the Traded Products (e.g., fully paid ordinary shares); and

(c) the name of the entity that issued the Traded Products (e.g., National Australian Bank Limited).

You acknowledge that EaP will not be permitted to execute a sell Order for you unless you have notified EaP whether or not the sell Order relates to a covered short sale. You agree that, each time you place a sell Order with EaP that is a covered short sale, you will be taken to have warranted and represented to EaP that the information that you provide to EaP is true and correct and the sale will meet the requirements and conditions of the Corporations Act, Corporations Regulations and ASIC Class Orders (if any) (as amended from time to time) relating to covered short sales, (including without limitation that you have obtained a legally binding commitment from a securities lender to lend the relevant securities to you under a Securities Lending Arrangement).

You will not be permitted to enter into a naked short sale unless an exemption under the Corporations Act, Corporations Regulations and ASIC Class orders (as amended from time to time) applies.

4.5 Orders to purchase Warrants

If you place an Order to purchase Warrants, the terms in Schedule 3 will apply to you.

4.6 Orders to purchase Partly Paid Securities

If you place an Order to purchase Partly Paid Securities, the terms in Schedule 4 will apply to you.

4.7 DMA Service terms

If EaP grants you access to the online broking/Direct Market Access system (**DMA Service**), you may also place Orders directly into the Trading Platform through the DMA Service. If EaP grants you access to the DMA Service, you will be bound by the terms in Schedule 2.

4.8 Right to refuse Orders and other matters

EaP may at any time, and where it considers that it is reasonable or appropriate:

(a) refuse to accept you as a client or to accept Orders from you; or

(b) refuse to accept a particular Order from you; or

(c) refuse to execute and/or cancel an Order that it has previously accepted.

In particular, you acknowledge that EaP may be required to refuse to accept you as a client if the Clearing Participant refuses to accept you as a client and will refuse to accept Orders or execute Orders (including cancelling any Orders EaP has previously accepted) if the Order would be contrary to a direction by the Clearing Participant to refuse to accept or to not execute any of your Order or Orders.

4.9 Recordings of telephone and/or video conversations

You agree that EaP may record telephone and video conversations between you and us (including with respect to Orders and other instructions), including using AI-powered tools to record, transcribe and process those conversations.

EaP may use such recordings and any transcripts for the purposes of and in connection with the proper provision of services by EaP to you and our legal and compliance obligations, including evidencing Orders and instructions given. EaP will not use recordings or transcripts for any other purpose that you would not reasonably expect in connection with EaP's provision of services, unless required or authorised by law or with your consent.

If there is a dispute between us, you have the right to listen to or view the recordings of relevant conversations to the extent retained in accordance with, and subject to, EaP's retention obligations. EaP will retain recordings and transcripts only for as long as reasonably necessary to fulfil the purposes set out above or the E&P Privacy Policy, unless a longer retention period is required to meet a legal, regulatory or contractual obligation. For further information on how recordings and transcripts made using AI-powered tools are handled, please refer to the E&P Privacy Policy.

4.10 Appointment of Execution Service Provider

(a) EaP may from time to time appoint an Execution Service Provider to execute Market Transactions on your behalf on any Market. EaP will give you reasonable prior written notice of:

(i) the proposed appointment of an Execution Service Provider (which appointment may be subject to the satisfaction of certain conditions, including but not limited to the Execution Service Provider obtaining all necessary licences and market participant admissions, and on the basis that the appointment does not take effect unless and until those requirements are satisfied); or

(ii) any change to the identity of the Execution Service Provider,

unless a specific period is required by law or by order of a court or regulatory authority. EaP may choose to defer or cancel the proposed appointment, in which case it will notify you in writing. Where EaP defers the proposed appointment, EaP will notify you of the revised effective date, and a further notice under clause 4.10(a) is not required solely by reason of the deferral. For the purposes of this clause, "reasonable" prior written notice means notice given sufficiently in advance to allow you to review the Execution Service Provider's terms and conditions and associated disclosure documents before the appointment takes effect, having regard to all relevant circumstances.

Where the identity of the Execution Service Provider is disclosed to you at the time you enter into this Agreement (whether in this document, the Execution Service Provider's terms and conditions, or any associated disclosure documents provided to you), no separate notice under this clause 4.10(a) is required for that appointment, and you are taken to have consented to it by entering into this Agreement.

(b) You irrevocably authorise and appoint EaP as your agent to:

(i) enter into an agreement (Execution Services Agreement) with the Execution Service Provider on your behalf on such terms as EaP in its reasonable discretion considers appropriate. (You will be provided with a copy of the Execution Service Provider's terms and conditions and any associated disclosure documents prior to the agreement taking effect); and

(ii) give instructions on your behalf to the Execution Service Provider in connection with the execution of your Orders,

and you acknowledge and agree that:

(iii) by virtue of the above authority, you will be a party to, and bound by, the Execution Services Agreement as if you had personally executed it and such other terms and conditions of the Execution Service Provider as notified to you from time to time (including any disclosure statement, financial services guide, or other disclosure document), and any references to "you" or the "client" in those terms are references to you;

(iv) the authority granted in this clause 4.10(b) is a continuing authority and is not revoked by the client's death, incapacity or insolvency unless and until EaP receives actual written notice of that event; and

(v) EaP is authorised to represent and warrant to the Execution Service Provider that EaP has full authority to enter into the Execution Services Agreement on your behalf and to bind you to its terms, and you will not dispute or deny that authority as against the Execution Service Provider.

(c) Where EaP has appointed an Execution Service Provider:

(i) EaP will continue to accept your Orders and other instructions in accordance with these Terms and Conditions and, acting as your agent, will transmit those Orders to the Execution Service Provider for execution;

(ii) EaP remains responsible to you for:

(A) the advisory services it provides under these Terms and Conditions;

(B) the proper receipt and transmission of your Orders to the Execution Service Provider; and

(C) exercising reasonable care in the selection and ongoing monitoring of the Execution Service Provider,

but EaP is not responsible for the execution of Market Transactions on any Market, which is the sole responsibility of the Execution Service Provider under the Execution Services Agreement;

(iii) where a Market Transaction is executed by the Execution Service Provider, you are entitled to receive a Confirmation from the Execution Service Provider (or its clearing participant) in accordance with the Corporations Act and the Market Integrity Rules. A Confirmation issued by the Execution Service Provider (or its clearing participant) in respect of such a Market Transaction constitutes compliance with the confirmation obligation in clause 8 of these Terms and Conditions, and references in clause 8 to a Confirmation given by EaP or the Clearing Participant shall be read as including a Confirmation given by the Execution Service Provider or the clearing participant engaged by the Execution Service Provider; and

(iv) your Settlement Obligations in respect of Market Transactions executed by the Execution Service Provider will be owed to the clearing participant engaged by the Execution Service Provider, and the relevant disclosure statement of that clearing participant will apply to those obligations; and

(v) where a Market Transaction is executed by the Execution Service Provider, clauses 9.1 to 9.3 of these Terms and Conditions (to the extent they impose Settlement Obligations owed to the Clearing Participant identified in Schedule 1 or create a deemed agreement with that Clearing Participant) are to be read as references to the clearing participant engaged by the Execution Service Provider and the disclosure statement of that clearing participant, and the deemed agreement provisions in clause 9.1 apply in favour of that clearing participant as if all necessary changes have been made to refer to that clearing participant and the Execution Service Provider instead of the Clearing Participant and EaP respectively.

(d) EaP will take reasonable steps to ensure that any Execution Service Provider appointed under this clause:

(i) holds an Australian financial services licence authorising it to provide execution services of the kind to be provided;

(ii) is admitted as a Participant of each relevant Market on which it is to execute Market Transactions on your behalf; and

(iii) is subject to obligations of confidentiality in respect of your account information and transaction data that are no less protective than those applying to EaP under these Terms and Conditions and applicable law.

(e) EaP is not liable to you for any act or omission of the Execution Service Provider in the execution of Market Transactions, except to the extent caused or contributed to by EaP's negligence, fraud or wilful misconduct, or by a failure by EaP to exercise reasonable care in selecting and monitoring the Execution Service Provider.

(f) If you do not agree to the appointment of an Execution Service Provider notified to you under clause 4.10(a), you may prior to the effective date of the appointment terminate your Agreement with EaP under clause 26 of these Terms and Conditions by giving written notice to EaP.

(g) For the avoidance of doubt, where EaP has appointed an Execution Service Provider in accordance with this clause 4.10:

(i) the Execution Service Provider is not an 'agent' of EaP for the purposes of clause 4.11 of these Terms and Conditions — rather, the Execution Service Provider acts as agent for you in executing Market Transactions pursuant to the Execution Services Agreement;

(ii) clause 4.11(b) does not apply to or in respect of any act or omission of the Execution Service Provider in executing Market Transactions; and

(iii) clause 4.10(e) applies in substitution for clause 4.11(b) in respect of Market Transactions executed by the Execution Service Provider.

(h) You acknowledge and agree that:

(i) where EaP's rights and obligations under these Terms and Conditions are transferred to another entity by operation of law (including by order of a court under Part 5.1 of the Corporations Act or otherwise) or by agreement, the Execution Services Agreement between you and the Execution Service Provider may be terminated or varied to reflect the new arrangements, and EaP (or its successor) will notify you of any such change;

(ii) without limiting clause 27 (Assignment), EaP may transfer, assign or novate any or all of its rights and obligations under these Terms and Conditions (including the benefit of the authority granted by you under this clause 4.10) to the Execution Service Provider or any related body corporate of EaP, in which case the Execution Service Provider or that related body corporate will assume EaP's obligations under these Terms and Conditions and the separate Execution Services Agreement will cease to apply; and

(iii) following any such transfer, the transferee entity will provide you with updated disclosure documents (including a Financial Services Guide) in accordance with the Corporations Act.

(i) For so long as an Execution Service Provider is appointed under this clause 4.10, to the extent of any inconsistency between these Terms and Conditions and the terms of the Execution Services Agreement, the terms of the Execution Services Agreement will prevail in respect of the execution of Market Transactions and related settlement obligations, and these Terms and Conditions will prevail in respect of the advisory relationship, receipt and transmission of Orders, fees for advisory services, and all other matters not directly related to execution.

4.11 EaP's right to appoint agents

(a) EaP may appoint an agent, or otherwise engage a person, to do anything that it is authorised to do in accordance with these Terms and Conditions.

(b) Subject to paragraph (c), for the purposes of determining whether EaP is in breach of these Terms and Conditions, EaP is taken to have done (or failed to do) anything that the agent or the person has done (or failed to do) because of the appointment or engagement, even if they were acting fraudulently or outside the scope of their authority or engagement.

(c) Paragraph (b) does not apply to the Clearing Participant as you enter into direct contractual obligations with the Clearing Participant.

4.12 MDA services

If you would like EaP to provide to you Evans and Partners MDA services, you will be required to agree to the MDA Service Terms. The MDA Service Terms will apply in relation to your MDA Portfolio (to the exclusion of these Terms and Conditions).

For the avoidance of doubt, these Terms and Conditions will apply to the extent that you require other services provided by EaP.

5. Allocation and Execution Policy

Subject to any instructions from you, clause 15 and our Policies in Schedule 5, EaP will generally execute Orders in the sequence in which they are received.

However, you acknowledge and agree that:

(a) your Order may match opposite orders in a Trading Platform entered by EaP (which will effectively result in a Crossing and if permitted by the Market Integrity Rules EaP will be entitled to commission from both sides of the transaction);

(b) EaP and/or any of its related bodies corporate and certain other related persons may place orders which involve EaP acting on its own behalf or as Principal on the same terms as any of your Orders, and that its order may be filled before yours due to its order being entered into the Trading Platform before your Order; and

(c) EaP may not be aware of Principal orders that are being (or may be) executed, and that direct market access arrangements and program trading may make it impossible to prevent Principal orders from being executed at the same time as (or before) your Order.

Accordingly, you agree that EaP may execute Principal orders where your Order on the same terms is outstanding and that these Terms and Conditions constitute disclosure as required by Rule 5.1.8 of the Market Integrity Rules.

6. Policies and Procedures of EaP

You agree to be bound by any policies and procedures which concern the operation of your account with EaP, comprising the policies and procedures set out within these Terms and Conditions (including the Schedules), the Privacy Policy referred to in clause 30, the Evans and Partners' policies and procedures located on our website at www.eandp.com.au/disclosures/, together with such other policies and procedures as may be notified to you from time to time on reasonable notice. Material updates or changes to such policies and procedures may be notified to you in accordance with each policy's respective terms. Notifications under this clause may be by website disclosure, in writing, or as we may otherwise consider appropriate (acting reasonably). If you do not agree to these policies and procedure or any updates or changes to such policies and procedures, you may terminate your Agreement with EaP under clause 26 of these Terms and Conditions. You may request a copy of relevant policies and procedures at any time from your Adviser.

7. Alternative Exchanges and Other Financial Markets/Best Execution

(a) EaP may from time to time be able to execute clients' orders in relation to financial products quoted on ASX through a financial market other than ASX (for example, TMX). EaP may also, where it has appointed an Execution Service Provider in accordance with clause 4.10, arrange for the Execution Service Provider to execute your Orders on ASX, TMX or any other Market on which the Execution Service Provider is a Participant. If it is consistent with EAP's duty to act in your best interests and the achievement of best execution of your Order, EaP reserves the right to execute your Order through a financial market other than ASX or to direct your Order to the Execution Service Provider for execution on the most appropriate Market. If EaP does so, the resulting transaction will be subject to all applicable legislation, any applicable Market Integrity Rules, the rules of that other financial market, and the directions, decisions, requirements and usages of that other financial market and, where applicable, the terms of the Execution Service Provider.

(b) Without limiting the generality of paragraph (a), you agree that, unless you are a Wholesale Client to whom the exception in subrule 3.10.1(6) of the Market Rules applies, EaP has disclosed to you (in its Best Execution Policy referred to in Schedule 5) that:

  (i) EaP is required to handle and execute client orders in accordance with Part 3.8 of the Market Integrity Rules;

  (ii) how, in general terms, the requirements of Part 3.8 may affect the handling and execution of client orders;

  (iii) the Order Books, and (in reliance on an exception to subrule 6.1.1(1) of the Market Integrity Rules) any place other than an Order Book, to which EaP may transmit client orders;

  (iv) the circumstances in which client orders may be transmitted to each Order Book and (in reliance on an exception to subrule 6.1.1(1) of the Market Integrity Rules) to places other than Order Books; and

  (v) where you provide EaP with instructions that EAP considers (acting reasonably) are inconsistent with EaP obtaining the best outcome for you, we must take reasonable steps to handle and execute the Order or Orders in a way that satisfies those instructions and, as a result, may not obtain the best outcome for you.

(c) EaP will also provide you with a summary of any material changes to its Best Execution Policy as soon as practicable after the change occurs and will provide a copy of its Best Execution Policy as soon as reasonably practicable after you request it.

(d) Where EaP has appointed an Execution Service Provider in accordance with clause 4.10, the Execution Service Provider (and not EaP) is the market participant responsible for achieving best execution in respect of Market Transactions executed by it on any Market. EaP's obligation under this clause 7 is limited to taking reasonable steps to direct your Order to the Execution Service Provider in a timely manner and, where appropriate, to provide the Execution Service Provider with any instructions relevant to market selection.

8. Confirmations

You will be given Confirmations as required by the Corporations Act and the Market Integrity Rules. You acknowledge that these may be given by the Clearing Participant on behalf of EaP. You authorise EaP and the Clearing Participant on behalf of EaP to dispatch Confirmations to you electronically to the email address notified to EaP by you from time to time for this purpose.

You must promptly check the accuracy of every Confirmation sent to you and notify your Adviser or Account Manager immediately of any error that you consider may have occurred. If your Adviser does not receive any such notification from you within 24 hours from the time when the confirmation is sent to you, you will be taken to have accepted the accuracy of the Confirmation.

A Confirmation may at any time be reissued to you in order to correct any errors or omissions and the Terms and Conditions of the original Confirmation will apply in relation to the reissued Confirmation.

Where EaP is required to give you a Confirmation and enters into multiple Market Transactions in order to complete your Order, you authorise EaP (or the Clearing Participant on our behalf) to accumulate those Market Transactions on a single Confirmation and to specify the volume weighted average price for those Market Transactions on that Confirmation. If requested by you, EaP will, if required under the Market Integrity Rules, give you a statement of all the individual prices of the relevant transactions which are accumulated and averaged in a Confirmation.

If you are a Wholesale Client for the purposes of the Market Integrity Rules, EaP may elect not to give any Confirmations to you in relation to Market Transactions executed for you. If EaP so elects, you acknowledge that Markets Transactions are subject to:

(a) the directions, decisions and requirements of the operator of the Market, the Market Integrity Rules, the Operating Rules of the applicable Market, the ASX Clear Operating Rules and where relevant the ASX Settlement Operating Rules; and

(b) the customs and usages of the relevant Market; and

(c) the correction of errors and omissions as provided for above, and these Terms and Conditions are taken to be the record of the above notification required to be given by EaP to you under the Market Integrity Rules.

9. Settlement Obligations

9.1 Settlement obligations owed to the Clearing Participant

The Clearing Participant will clear and settle the Market Transactions that result from the execution by EaP of your Orders. The Clearing Participant is a General Participant under the ASX Clear Operating Rules and the ASX Settlement Operating Rules.

Accordingly, whenever you effect a Market Transaction through this arrangement, the Clearing Participant carries the clearing and settlement obligations (**Settlement Obligations**) to complete the sale or purchase, together with all obligations which are ancillary to the completion. The Clearing Participant must settle such Market Transactions as principal with ASX Clear or the relevant counter- party, even though the Market Transaction was entered into on your behalf. Accordingly, your Settlement Obligations under the sale or purchase contract are owed directly to the Clearing Participant.

Whenever you place an Order to purchase or sell Traded Products by means of a Market Transaction you are immediately deemed to have entered into an agreement with the Clearing Participant on the terms

and conditions set out in the disclosure statement of the Clearing Participant that we provide to you.

9.2 Settlement Date and Time

The "Settlement Date and Time" for sales or purchases is the date and time specified on the front of the relevant Confirmation or, if no date and time are specified, is determined in accordance with the ASX Clear Operating Rules.

You represent and warrant that before placing any Order with EaP:

(a) you will be in a position to pay for any financial products purchased and have a presently exercisable and unconditional right to vest any financial products sold in the buyer (unless the Order relates to an exempt naked short sale of financial securities referred to in clause 4.4 above), to enable settlement at the Settlement Date and Time; and

(b) if your Order relates to the purchase of Partly Paid Securities you have made arrangements to the Clearing Participant's satisfaction to pay to the Clearing Participant a sufficient amount to cover any liability arising from all possible future calls in respect of the Partly Paid Securities or as otherwise required by the Clearing Participant.

9.3 Purchases

Payment in full must be received by the Clearing Participant (rather than EaP) in accordance with the requirements of the Clearing Participant before the Settlement Date and Time. Payment in cash is not acceptable.

9.4 Sales

All documents and Security holder information (including the Holder Identification Number or Personal Identification Number and, if applicable, Security holder Reference Number) (Security Holder Information) must be received by the Clearing Participant (and not EaP) in deliverable form two business days before the Settlement Date and Time. All documentation and Security Holder Information must be provided to your Adviser or Account Manager as required, who will receive (and communicate to the Clearing Participant) such information as your agent.

Credits in respect of sales are not available until the latest of:

(a) the Settlement Date and Time;

(b) when all documents and Security Holder Information have been received by the Clearing Participant in deliverable form; and

(c) all amounts due and payable by you to EaP and the Clearing Participant have been paid. Any such amounts due and payable by you may offset against your credits by either:

  (i) the Clearing Participant under its disclosure statement; or

  (ii) by us unless we otherwise agree in writing.

10. Failure to Settle

10.1 The Clearing Participant's Rights

You acknowledge that, if you fail to make any payment due to the Clearing Participant or deliver any documents or Security Holder Information to the Clearing Participant or otherwise comply with the Settlement Obligations that you owe to the Clearing Participant under the terms of the Clearing Participant's disclosure statement, the Clearing Participant will have the rights set out in the Clearing Participant's disclosure statement given to you and the Clearing Participant may assign the debt that you owe to the Clearing Participant to EaP pursuant to and in accordance with the Clearing Participant's rights and obligations under the disclosure statement (including any obligation to notify you of such assignment), in which case EaP will pay that debt and you will owe that debt to EaP. Under the Clearing Participant's disclosure statement, the Clearing Participant may also levy fees or default charges on EaP as a result of any such failure by you.

10.2 EaP's rights if the Clearing Participant assigns a debt

If the Clearing Participant assigns the relevant debt to EaP, or levies fees or default charges on EaP, in accordance with clause 10.1 above, then EaP may (without limiting any other rights that EaP may have) do any one or more of the following as it determines (acting reasonably):

(a) charge an administration fee calculated by reference to the additional reasonable and verifiable costs which may be incurred by EaP as a result of your failure to settle;

(b) levy a default charge on the amount from time to time outstanding at a rate no more than that chargeable by the Clearing Participant under its disclosure statement;

(c) sell out (or procure the sell out of) any financial products purchased (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to EaP and to recover EaP's reasonable costs in so acting;

(d) buy-in (or procure the buy in of) any financial products sold (and you are fully responsible for any loss in connection with such purchase) and recover EaP's reasonable costs in so acting;

(e) sell out (or procure the sell out of) any financial products otherwise held on your behalf (and you are fully responsible for any loss in connection with such sale) and apply the proceeds in reduction of your liability to EaP and to recover EaP's reasonable costs in so acting;

(f) apply any cash held by EaP or the Clearing Participant on your account or to which they have access, or payments received for or from you, in reduction of your liability to EaP; and

(g) cancel any of your unexecuted Orders, and you authorise EaP (and its directors and employees) as your attorney to give instructions on your behalf in respect of your financial products holdings sponsored by EaP or the Clearing Participant in CHESS, or held by any of their related bodies corporate in nominee holdings, and in respect of call deposit facilities or cash management account accounts on which they are authorised to give instructions, to enable EaP to realise those financial products or funds and apply the proceeds in reduction of your liability to EaP and to recover EaP's reasonable costs in so acting.

For the avoidance of doubt, if you fail to settle, EaP and/or the Clearing Participant (in accordance with the Clearing Participant's rights under its disclosure statement) may make arrangements on your behalf to ensure that your Settlement Obligations are performed.

You must pay or reimburse EaP any such administration fees and default charges (together with any GST payable on those amounts) within 3 business days of demand or, at its option, EaP may deduct such administration fees and default charges (and any GST) from any sale proceeds or other amounts otherwise payable to you.

EaP will not be liable to you for the exercise of, or any failure by EaP or the Clearing Participant to exercise (or any delay in the exercise by EaP or the Clearing Participant of), any right EaP or the Clearing Participant may have against you, or any loss incurred by you as a result of either EaP or the Clearing Participant not exercising any of its rights against you immediately, or at all, following any failure by you to comply with your obligations.

The manner in which EaP may exercise or not exercise, or the timing of or any delay in any exercise by EaP of, any right it has under this clause is not to be taken to be financial product advice by EaP to you, and you must not represent to any person that it is financial product advice by EaP.

11. Cancellations

You authorise EaP to, and agree that EaP may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any Market Transactions or Crossings relating to the sale or purchase (as the case may be) of some or all of the financial products

to which a Confirmation relates or otherwise which EaP has executed on your behalf (if permitted by the relevant Operating Rules)

(a) in circumstances where EaP reasonably considers the cancellation or amendment to be appropriate having regard to the desirability of maintaining a fair and orderly market;

(b) if the operator of a Market exercises its power under its Operating Rules to cancel or amend (or require the cancellation or amendment of) the Market Transaction or Crossing; or

(c) in the event of an error or otherwise in the circumstances contemplated in the Operating Rules of the relevant Market.

Your obligations referred to in clauses 9 and 10 cease to apply in respect of a cancelled transaction from the time it is cancelled or, in the case of an amended Market Transaction, apply as amended. You acknowledge that you have been given notice by EaP of the power of the operator of the Market under the Operating Rules to cancel or amend Market Transactions or Crossings.

12. Brokerage and other fees

Except if you are a Portfolio Service Client or unless waived, EaP (and if applicable, an Execution Service Provider) will charge you brokerage and other fees or commissions if permitted by law in respect of any Market Transactions and other dealings which EaP executes or arranges on your behalf at the rates:

(a) disclosed in our FSG or the Execution Service Provider's terms and conditions or Financial Services Guide, as applicable;
(b) as agreed in writing with you, and / or
(c) as otherwise notified to you from time to time provided that we have given you at least one (1) month's written notice of any fee increase or introduction of a new fee (or such other period of notice as agreed in writing with you).

If you are a Portfolio Service Client, EaP will charge you:

(a) the fees referred to in Schedule 6 as negotiated with you;
(b) where applicable, our standard brokerage and other fee rates for Portfolio Service Clients at the rates disclosed in our FSG, or the Execution Service Provider's terms and conditions or Financial Services Guide, as applicable, or as agreed in writing with you, or
(c) otherwise notified to you from time to time provided that we have given at least than one (1) month's written notice in respect of any fee increase or introduction of a new fee (or such other period of notice as agreed in writing with you).

If you do not agree to any new fee or fee increase, you may terminate your Agreement with EaP on thirty (30) days' notice under clause 26 of these Terms and Conditions. Brokerage may be collected on our behalf by the Clearing Participant and/or the Execution Service Provider and remitted to EaP

13. Deduction of brokerage and other fees

Except if you are a Portfolio Service Client, you authorise EaP (and/or an Execution Service Provider or the Clearing Participant) to deduct the amount of any fees, brokerage, or other amounts payable by you under this Agreement from the Nominated Bank Account and agree to sign any additional documents reasonably required for this purpose. If there are insufficient funds in the Nominated Bank Account, you must deposit sufficient funds into the Nominated Bank Account to enable the amounts to be deducted within the timeframe requested by EaP (and/or an Execution Service Provider) (acting reasonably), for example, monies required for settlement must be deposited in time to enable settlement to occur on a T+2 basis.

If you are a Portfolio Service Client, clause 6.2 of Schedule 1 applies.

14. Authority to transfer funds between your accounts

Where you have multiple Nominated Bank Accounts, you authorise EaP to transfer funds between those accounts if we (acting reasonably) consider doing so would be beneficial for the purpose of increasing the interest rate return on your cash balances, ensuring sufficient funds for the settlement of transactions and other reasonable purposes. We will give you prior written notification of each proposed transfer (which may be by email), and you may at any time notify us in writing that you withdraw this authority, in which case we will no longer be authorised to transfer funds between your Nominated Bank Accounts.

15. Interest on Moneys in EaP's Trust Account

You acknowledge that EaP will retain the interest (if any) earned on any moneys held in its trust account.

16. Principal Trades

You agree that EaP and/or other persons whose transactions would involve EaP acting as Principal (as defined under these Terms and Conditions) may:

(a) enter a transaction in securities, warrants and any other financial products on any Market on its own account or as Principal and, where permitted by law, may take the opposite position in any such transaction, acting either for a client or on its own account or as Principal (and you consent to EaP and/or its related bodies corporate entering such transactions and taking such positions);

(b) place and execute orders on its own account or as Principal on the same terms as any Order and that EaP's order may be filled before an Order due to it being entered on the relevant Trading Platform earlier; and

(c) where it does so, EaP will charge you the same rate of brokerage that it would charge you on non-Principal or non-own account transactions unless, if you are a retail client (as defined in the Corporations Act), it is not permitted to do so under the Corporations Act, the applicable Market Integrity Rules or the operating rules of the relevant Market.

Unless you notify EaP to the contrary, you will be taken to have consented to EaP (and/or any of its related bodies corporate and other related persons) trading as Principal or on its own account with you and agree to pay any such brokerage we are permitted to charge you on such transactions, each time you place an order with EaP. You acknowledge and agree that this constitutes disclosure under the Market Integrity Rules.

17. Anti-money Laundering and Counter-Terrorism Financing

17.1 AML/CTF Laws apply

You acknowledge and agree that:

(a) EaP is subject to various Anti-Money Laundering and Counter-Terrorism Financing Laws (AML/CTF Laws) which include prohibitions against any person dealing with the proceeds of, or assets used in, criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act; and

(b) the AML/CTF Laws may prohibit us from offering services to, or entering into, or conducting transactions with, you.

17.2 EaP's rights in order to comply with AML/ CTF Laws

You agree that:

(a) EaP is not required to accept or execute any Order, or take any other action or perform any obligation under, or in connection with, these Terms and Conditions if EaP is not satisfied as to your identity, or where EaP suspects on reasonable grounds that by doing so EaP may breach the AML/CTF Laws;

(b) EaP may delay, block or refuse to make any payment, or refuse to release any funds that it holds on your account, if it believes on reasonable grounds that to do so may breach any law in Australia or of any other country, including the AML/CTF Laws; and

(c) EaP will incur no liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by it as contemplated in clauses 17.1(a) and 17.1(b) above.

You agree to provide all information and documents to EaP which it reasonably considers are required for it to comply with any law in Australia or of any other country, including any AML/CTF Laws and agree that EaP may disclose information which you provide to it, or about transactions you conduct, or seek to conduct, with it where it is required to do so by any such laws.

You undertake that the payment of monies by EaP in accordance with these Terms and Conditions, or any instructions given by you, will not breach the AML/CTF Laws and you must indemnify EaP against any loss arising were you to breach this undertaking.

18. Indemnity

To the maximum extent permitted by law, you indemnify and undertake to keep indemnified each of EaP and its related bodies corporate and any of their respective directors, officers, contractors, agents and employees (each an **Indemnified Person**) from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the Indemnified Person and from and against all actions, proceedings, claims or damages made against the Indemnified Person (each a **Loss**) as a result of:

(a) any Order placed, transaction entered into by EaP or cancellation or amendment of a transaction on your behalf as contemplated by these Terms and Conditions;

(b) any failure by you to settle;

(c) any other breach by you of these Terms and Conditions;

(d) any breach by you of any other agreement with EaP or the Clearing Participant;

(e) any breach by you of any representation or warranty made or taken to have been made by you (including without limitation in relation to any disclosure to be made in respect of sale Orders) not being true or correct; or

(f) actions, proceedings, damages or claims brought against EaP by the Clearing Participant as a direct result of Client's liability to the Clearing Participant under the Clearing Participant's disclosure statement,

Your obligation to indemnify the Indemnified Persons under this clause will be reduced proportionately to the extent that an Indemnified Person's negligence, wilful default or fraud, or breach of these Terms & Conditions caused or contributed to the relevant Loss. Each Indemnified Person must take reasonable steps to mitigate any Loss incurred, including giving notice of the events and circumstances giving rise to the Loss to the other party and allowing the other party a reasonable opportunity to rectify the Loss in whole or in part (if possible) those events and circumstances giving rise to the Loss.

19. Information

You warrant that all information provided by you to EaP, the Execution Service Provider or the Clearing Participant is, or will be when given, accurate, true and correct and further agree to immediately notify EaP in writing upon becoming aware that such information is no longer accurate, true and correct. You agree that EaP, the Execution Service Provider and the Clearing Participant may share such information, as well as your account details and information regarding your transactions in financial products, with each other and with their respective related bodies corporate on a confidential basis as EaP considers appropriate acting reasonably. You also consent to EaP disclosing this information and your account details to any regulatory authority where it is required to do so, and consent to EaP using such information and your account details for the purposes of monitoring compliance by you, EaP, the Execution Service Provider and/or the Clearing Participant with their respective regulatory and contractual obligations, and resolving disputes. Your personal information may be disclosed to credit and background checking agencies as permitted by law. You may request access to the personal information that EaP holds about you.

20. Credit References

You agree that EaP may make such enquiries as it thinks fit of any person, including your employer, your bank or a credit agency, relating to your creditworthiness.

21. Complaints

We encourage you to refer any complaints (including concerns about our complaints handling or any other matters that cause you dissatisfaction) to your Adviser in the first instance by any means that you usually use to contact your Adviser. Your complaint will be acknowledged promptly on receipt and we will seek to respond within 5 business days. If:

- you are dissatisfied with the response, or,
- we have not responded within 5 business days, or,
- you do not wish to raise your complaint with your adviser

Then please write to:

Compliance Officer

Evans and Partners Pty Ltd
PO Box 24394
Melbourne Victoria 3001

When the Compliance Officer receives a written complaint from you:

- we will initially respond with a written acknowledgement immediately or as soon as practicable after your complaint is received; and
- then, unless we resolve your complaint to your satisfaction within 5 business days, we will provide a final response in writing to all matters raised by the complaint within 45 days (although we generally aim to provide our response within 30 days).

We expect that we will be able to completely resolve any issues you raise. If, despite our best efforts, you believe your complaint has not been satisfactorily dealt with, or if you have not received a response within 45 days, you may wish to refer your complaint to an independent External Dispute Resolution Scheme:

Australian Financial Complaints Authority

Online www.afca.org.au
Email info@afca.org.au
P 1800 931 678
Post GPO Box 3, Melbourne VIC 3001

You can also lodge your complaint with the Australian Securities and Investments Commission (ASIC) by calling 1300 300 630. If your complaint relates to the provision of tax financial advice services, you can also lodge it with the Tax Practitioners Board by writing to them on their website (https://www.tpb.gov.au/complaints) or calling 1300 362 829. More information about the TPB's complaint and investigation process is available on its website (https://www.tpb.gov.au/investigations).

If your complaint relates to a service provided to you by the Clearing Participant, we ask that you seek to have your complaint dealt with in the manner set out in the Clearing Participant's FSG.

22. Compensation arrangement

As EaP is a Participant of ASX, you may make a claim on the National Guarantee Fund (NGF) in the circumstances specified under Part 7.5 of the Corporations Act and the Corporations Regulations. (For more information on the circumstances in which you may make a claim on the NGF or for information on the NGF generally, contact the Securities Exchanges Guarantee Corporation Limited ABN 19 008 626 793).

There are two different compensation arrangements that may provide protection for retail investors trading on TMX: NGF Arrangements or Division 3 Arrangements. This is because on 26 October 2020, TMX

became a member of the SEGC, which operates the National Guarantee Fund (NGF).

When do the NGF Arrangements apply? 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.

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 TMX 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 TMX participant.

23. Sponsorship

EaP recommends that you enter into a Sponsorship Agreement with the Clearing Participant (which includes by novating any existing sponsorship agreement you have with another clearing participant to the Clearing Participant) to enable easy transfer of your financial products under CHESS (Clearing House Electronic Sub register System). Please contact EaP if you wish to enter into a Sponsorship Agreement with the Clearing Participant.

24. Trustees and Corporations

24.1 Trust

Where you enter into these Terms and Conditions as trustee of a trust (Trust), these Terms and Conditions will bind you in your capacity as trustee of that Trust and you represent and warrant to EaP:

(a) you can be indemnified and you will to the fullest extent permitted to seek indemnity out of the assets of the Trust for all liabilities incurred under these Terms and Conditions and you have no reasonable grounds to believe that the Trust's assets are not sufficient to satisfy that right in full;

(b) EaP can be subrogated to the trustee's right of indemnity where you have not released or disposed of your equitable lien over the Trust's assets;

(c) the Trust has not terminated, nor has the date or any event occurred for the vesting of the Trust's assets,

(d) you are the sole trustee of the Trust, you have not given any notice of resignation and no action has been taken to remove you as trustee of the Trust or to appoint an additional trustee of the trust;

(e) you are not in material breach of any of your obligations as trustee of the Trust whether under the constitution or otherwise;

(f) you hold all necessary licences to act as trustee of the Trust, including without limitation all licences and authorisation required under the laws of Australia;

(g) the transactions contemplated by these Terms and Conditions are for the benefit and in the best interests of the beneficiaries of the Trust; and

(h) you have properly exercised your trust powers and have full authority under the Trust to enter into these Terms and Conditions.

Where your indemnity has been reduced as a result of your fraud, gross negligence or wilful default, these Terms and Conditions will bind you in your personal capacity.

24.2 Corporation

Where you are a corporation, you covenant that:

(a) the execution of this Agreement does not contravene your constitution;

(b) you are empowered, where applicable, under your constitution to enter into this Agreement; and

(c) you acknowledge that the person executing this Agreement on your behalf is duly authorised to do so and continues to be authorised to act on your behalf until written notice to the contrary is received by EaP.

25. Amendment

These Terms and Conditions may be amended by EaP from time to time. EaP will give you one (1) months' notice of any amendment, after which time the amendment will become effective. If you do not agree to the amended Terms and Conditions, you may terminate your Agreement with EaP under clause 26 of these Terms and Conditions.

26. Termination

Your Agreement with EaP may be terminated by either party upon giving at least one (1) month's notice in writing to the other, subject to the payment of any accrued fees or costs due to the date of termination.

Notwithstanding the above termination provision, if we provide personal financial product advice to you as a retail client and fees are payable under an Ongoing Fee Arrangement in respect of any of the services provided, termination of the Ongoing Fee Arrangement will mean that the termination of the services to which the fee relates will occur in the timeframes required by law being:

(a) immediately on the day we receive notice from you that you wish to terminate the Ongoing Fee Arrangement; or

(b) if you fail to respond to a renewal notice by the end renewal period specified in the notice, at the end of a further period of 30 days after the end of the renewal period.

If, at any time, fees or other amounts owed by you to EaP remain unpaid for 30 days after the date they became due and payable, EaP may immediately terminate this Agreement by giving notice in writing to you. Termination of this Agreement does not affect EaP's rights to deduct fees or other amounts from your Cash Account or Nominated Bank Account or otherwise recover any fees and other amounts due to it from you.

Your Agreement with EaP may be immediately terminated by either party by giving notice in writing to the other party if an Insolvency Event occurs in respect of the other party.

You may immediately terminate your Agreement with EaP by giving notice in writing to EaP if, at any time, EaP's Australian Financial Services Licence is suspended or cancelled.

27. Assignment

You must not assign or purport to assign, transfer or convey any of your rights under these Terms and Conditions without the prior written consent of EaP. EaP must act reasonably in deciding whether to grant or withhold its consent and you agree to provide it with such information as it reasonably requests for the purposes of making its decision.

EaP may assign, transfer or convey any of its rights under these Terms and Conditions without your consent by giving written notice to you.

28. Enforceability and Prohibition

Any provision of these Terms and Conditions that is prohibited, void, illegal or unenforceable in other jurisdictions will be ineffective only to the extent of that prohibition and will not affect the validity, legality or enforceability of the remaining provisions or clauses of these Terms and Conditions.

29. Persons bound

These Terms and Conditions will bind you and EaP and each of your respective personal representatives, successors and permitted assigns and any reference to either of them in these Terms and Conditions includes their personal representative, successors and permitted assigns.

30. Privacy

The information requested in our application form in relation to these Terms and Conditions is being collected for the primary purpose of opening your account and providing you with the services to be provided to you under these Terms and Conditions. Accordingly, the information may be shared for this purpose with the Clearing Participant in accordance with clause 19 and, if you are a Portfolio Services Client, with the Mailbox Service Provider (as that term is defined in Schedule 1), including each of their respective related bodies corporate and any agents or contractors engaged in connection with the provision of services to you.

Your personal information will ordinarily be collected before we can open an account for you, or make available to you, any of our products or services. It may also be collected at other times after you have become a client, such as when your financial circumstances and needs change (for example, if you retire) or if change address or update your contact details. Generally we will collect personal information from you directly, or in instances where you deal with us through an Intermediary, it may be a representative of the Intermediary that provides your personal information to us. If you do not supply the personal information that we require then we may be unable to provide you with certain products or services, or deal with you as a client altogether.

EaP predominantly uses your personal information in order for us to provide you with financial advice, as well as stockbroking and ancillary services. We may also disclose your personal information to:

- Related bodies corporate who assist in providing, managing or administering your product or service;
- Other entities to which we have outsourced certain functions (including but not limited to the Clearing Participant and the Mailbox Service Provider and, if applicable, an Execution Service Provider appointed by EaP in accordance with clause 4.10);
- our suppliers, including contract and service providers, as well as professional advisers;
- government bodies or law enforcement agencies in accordance with their requests or under our own obligations to provide certain information (for example, ASIC and AUSTRAC);
- other parties involved in the reporting and administration of your holdings and investments, including stock exchanges, share registries, mailing service providers and product issuers;
- Other organisations for the purpose of client due diligence; and
- Where you have otherwise consented or where disclosure is otherwise required or authorised by law.

Depending on which products and services of EaP that you require or use, your personal information may be disclosed to other organisations and entities that exist outside of Australia (including, but not limited to, the United States of America and the United Kingdom).

For further details of how we use and disclose your personal information and how you can access and update it, or to lodge a complaint about how we may have handled your personal information, please refer to our Privacy Policy which is available to download from our website at https://www.eandp.com.au/ep-privacy-policy/.

31. Tax Practitioners Board

EaP is registered with the Tax Practitioners Board (TPB) as a tax practitioner (Registration no. 26199338). This registration permits EaP to provide tax financial advice services to you. The TPB maintains a public register of currently registered tax practitioners, which can be accessed on its website (https://myprofile.tpb.gov.au/public-register/), assistance with navigating the TPB register is available here.

As a registered tax practitioner, EaP has rights, responsibilities, and obligations under the Tax Agent Services Act and other applicable tax laws. These obligations include, but are not limited to:

- Acting honestly and with integrity;
- Upholding and promote the ethical standards of the tax profession;
- Acting lawfully in your best interests;
- Managing any conflicts of interest;
- Taking reasonable care to ascertain your state of affairs and apply tax laws correctly;
- Keeping your information confidential unless there is a legal duty to disclose;
- Keeping you informed of certain matters so you can make informed decisions;
- Addressing any false or misleading statements they are responsible for; and
- Engaging with clients to address other false or misleading statements, exploring options to correct.

32. Governing Law

These Terms and Conditions are governed by the laws of the State of Victoria and the parties consent to submit themselves to the nonexclusive jurisdiction of the Courts of the State of Victoria.

33. Definitions

In these Terms and Conditions (including the Schedules) unless the context otherwise requires:

Agreement or **agreement** means the agreement between you and EaP comprising:

(a) these Terms and Conditions (including the Schedules as they apply to you); and

(b) the application form insofar as it pertains to your relationship with EaP.

Adviser means your EaP financial adviser.

ASIC means the Australian Securities and Investments Commission or such other body that replaces it from time to time.

ASX Clear means ASX Clear Pty Limited ACN 001 314 503.

ASX Clear Operating Rules means the operating rules of ASX Clear.

ASX Operating Rules means the operating rules of ASX, excluding the ASX Listing Rules.

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532.

ASX means ASX Limited ABN 98 008 624 691 or, if the context requires, the financial market operated by it.

Authorised Agent means the person authorised in accordance with clause 4.3(a) of these Terms and Conditions.

CHESS Approved Products has the meaning given to CS Approved Products in the ASX Operating Rules.

Clearing Facility means the clearing facility operated by ASX Clear under the ASX Clear Operating Rules.

Clearing Participant means FinClear Services Pty Ltd ABN 60 136 184 962 AFSL No. 338 264, a General Participant of the Clearing Facility and the Settlement Facility, or another General Participant of those facilities with whom EaP enters into a Clearing Agreement and in respect of whom EaP gives you a disclosure statement by the other General Participant notifying you that the other General Participant will clear and/or settle the Market Transactions executed by EaP on your behalf.

Corporations Act means the Corporations Act 2001 (Cth).

Corporations Regulations means the Corporations Regulations 2001 (Cth) and any other regulations made under the Corporations Act.

Designated Trading Representative has the meaning given to it in the applicable Market Integrity Rules.

DMA Service means a service under which a person enter Orders to be registered in EaP's system and, if accepted for submission into a Trading Platform by EaP, submitted as corresponding Trading Messages without being re-keyed by a Designated Trading Representative of EaP.

Execution Service Provider means an entity (which may be a related body corporate of EaP) that EaP from time to time appoints in accordance with clause 4.10 to execute Market Transactions on your behalf whether directly or through a nominee entity holding the relevant market participant admission on its behalf (**Nominee**), being an entity that, at the time of its appointment taking effect:

(a) holds an Australian financial services licence authorising it to provide the relevant execution services; and
(b) is admitted as a Participant of the relevant Market on which it is to execute Market Transactions,

whether directly or through a Nominee.

External Administrator means an administrator, controller or managing controller (each as defined in the Corporations Act), provisional liquidator, liquidator or any other person (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

Financial Product has the meaning given to it in Division 3 of Part 7.1 of the Corporations Act.

FSG means the Financial Services Guide published by EaP and available at https://www.eandp.com.au/disclosures/.

Insolvency Event means, in respect of a person, any of the following occurring:

(a) it becomes insolvent within the meaning of section 95A, or is taken to have failed to comply with a statutory demand under section 459F(1), or is presumed by a court to be insolvent under section 459C(2), or is the subject of a circumstance specified in section 461 (whether or not an application to court has been made under that section) or, if the person is a Part 5.7 body, is taken to be unable to pay its debts under section 585, in each case reference to sections are reference to sections of the Corporations Act;

(b) it is the subject of a Liquidation, or an order or an application is made for its Liquidation;

(c) an effective resolution is passed or meeting summoned or convened to consider a resolution for its Liquidation;

(d) an External Administrator is appointed to it or any of its assets or a step is taken to do so;

(e) if a registered corporation under the Corporations Act, a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration;

(f) an analogous or equivalent event to any listed above occurs in any jurisdiction; or

(g) it stops or suspends payment to creditors generally.

Liquidation means:

(a) a winding up, dissolution, liquidation, provisional liquidation, administration, bankruptcy or other proceeding for which an External Administrator is appointed, or an analogous or equivalent event or proceeding in any jurisdiction; or

(b) an arrangement, moratorium, assignment or composition with or for the benefit of creditors or any class or group of them.

Market means ASX, TMX, or any other financial market on which EaP from time to time executes orders in accordance with these Terms and Conditions.

Market Integrity Rules means the ASIC Market Integrity Rules (Securities Markets) 2017.

Market Transaction has the meaning given to it in the Market Integrity Rules and includes transactions in warrants but (except in clause 8) does not include Options Market Transactions (as defined in the ASX Operating Rules).

Nominated Bank Account means the account the details of which you have provided to EaP (and updated if required from time to time) from which any brokerage or other fees under these Terms and Conditions may be deducted in accordance with clause 13.

Nominee means, in relation to an Execution Service Provider, an entity that holds a market participant admission on behalf of, or for the benefit of, the Execution Service Provider and through which the Execution Service Provider executes Market Transactions.

Ongoing Fee Arrangement has the meaning given to that term in Schedule 1 to these Terms and Conditions.

Operating Rules means the rules and procedures governing the operation of a relevant Market (for example, in relation to ASX, the ASX Operating Rules).

Order means an order for the sale or purchase of, or the amendment or cancellation of a prior order for the sale or purchase of, or other dealing in, Traded Products to be executed by EaP.

Order Book has the meaning given in the Market Integrity Rules.

Participant when used in relation to ASX has the meaning given to the term Market Participant under the ASX Operating Rules and when used in relation to another Market has the meaning given to the equivalent term under the Operating Rules for that other Market.

Partly Paid Security means a financial product quoted on ASX for which the holder may be liable to pay a call or instalment in accordance with the terms of issue and for which an amount remains unpaid, but does not include a Quoted Product issued by a no liability company.

Portfolio Service Client means a client that has engaged EaP to undertake the services described in clause 3 of Schedule 1 of these Terms and Conditions.

Principal has the meaning given to it in the applicable Market Integrity Rules. In the case of EaP, it includes its directors, company secretary, substantial **holders and any of its related bodies corporate.**

Registration Details has the meaning given to it in the ASX Settlement Operating Rules. In general, it refers to your name, address and a Residency Indicator.

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

Settlement Facility means the settlement facility operated by ASX Settlement under the ASX Settlement Operating Rules.

Terms and Conditions means the terms and conditions in this document including the Schedules to this document.

Traded Product has, in the case of ASX, the meaning given to Cash Market Product in the Market Integrity Rules applicable to ASX.

Trading Platform has the meaning given to that term in the Market Integrity Rules applicable to the relevant Market on which Traded Products are traded.

TMX means TMX Australia Exchange Pty Limited ABN 47 129 584 667 or the financial market operated by it, as the context requires.

Warrant has the meaning given to it in the ASX Operating Rules.

You means the person or persons in whose name the account is opened with EaP or named on the account opening or application form as the client. If that is more than one person, "you" means each of them separately and every two or more of them jointly. "You" includes your successors and assigns. Additionally, wherever in these Terms and Conditions we refer to Orders or instructions from you or from a client (which is you), it means an Order or instruction from you or on your behalf including from your Adviser or Authorised Agent or which appear to EaP acting reasonably without further enquiry to be from you or on your behalf including from an Adviser or Authorised Agent.

34. Interpretation

34.1 In these Terms and Conditions

(a) Words expressed in the singular include the plural and vice versa.

(b) Unless the context otherwise requires, a reference to a document or agreement includes any variation or replacement of it and a reference to any legislation or legislative provision or operating rules includes any modification or re-enactment of, or provision substituted for, and any subordinate legislation issued under or procedure applicable to, that legislation or legislative provision or operating rule.

(c) Words used in this document have the meanings given to them in the Market Integrity Rules, Operating Rules, ASX Clear Operating Rules or the ASX Settlement Operating Rules, as applicable. If you require a copy of these definitions please contact EaP.

(d) "Including" and similar expressions are not words of limitation.

34.2 Joint accounts and holders of Joint Accounts

If the client is more than one person then each are jointly and severally liable under the EaP Terms and Conditions. Until otherwise advised in writing, all of those persons that constitute the client agree that EaP can action the instruction of any one of the persons without the requirement to refer to or advise any other person in relation to those instructions.

34.3 You agree that in the event of any inconsistency between:

(a) this document; and

(b) any applicable laws including, as applicable, the Market Integrity Rules, any Operating Rules of any relevant exchange, ASX Clear Operating Rules or ASX Settlement Operating Rules, the latter will prevail to the extent of the inconsistency.

Schedule 1 Investment Program

Evans and Partners Portfolio Service Terms

This Schedule applies to a Client who elects to become a Portfolio Service Client.

1. Engagement of EaP to provide the Portfolio Service

You engage EaP to provide you the Portfolio Service, on these Terms and Conditions (including this Schedule 1). In the event of any inconsistency between this agreement (excluding Schedule 1) and this Schedule 1, the provisions of this Schedule 1 are to prevail.

2. Setting up your Portfolio Service Account

Before EaP can provide the Portfolio Service to you, you must do each of the following:

(a) open a Cash Account;

(b) enter into a Sponsorship Agreement (including by novating an existing sponsorship agreement that you have with another clearing participant to the Clearing Participant) and any other agreement as required by the Clearing Participant;

(c) provide EaP the details of your existing holdings of financial products (if any) which are to be included in your Investment Portfolio. Such details include your acquisition cost of the relevant financial products and the dates on which the financial products were acquired;

(d) in the case of any CHESS Approved Products, provide EaP with the information necessary for EaP to arrange for them to be held under your Sponsorship Agreement;

(e) pay into the Cash Account the amount of cash (if any) which you wish to be included in your Investment Portfolio; and

(f) complete, sign and return to EaP the Power of Attorney document (which relates to the provision of the Mailbox Service by the Mailbox Service Provider to you).

Your Adviser can assist you with each of the above.

3. EaP's Authority

3.1 You authorise EaP to do each of the following on your behalf:

(a) arrange for all CHESS Approved Products from time to time included in your Investment Portfolio to be held under your Sponsorship Agreement;

(b) arrange for any Investments from time to time included in your Investment Portfolio which are not CHESS Approved Products (such as international securities or investments in unlisted managed funds) to be:

(i) registered in your name; or

(ii) in EaP's discretion (acting reasonably), registered in the name of a custodian nominated by EaP or a custodian with who the client has an existing account to hold such investments. In that event, EaP will notify you of the relevant arrangements and the costs (if any) to you of those arrangements to the extent that you have not previously been made aware of such arrangements and costs;

(c) arrange for all dividends, income, other distributions and proceeds of sale received in respect of your Investments to be paid into your Cash Account, except as otherwise instructed by you;

(d) withdraw funds from your Cash Account to settle purchases of Investments and otherwise in accordance with your instructions;

(e) deduct any Fees, brokerage or other amounts to which EaP is entitled from your Cash Account; and

(f) where you have multiple Cash Accounts, transfer funds between those accounts if we (acting reasonably) consider doing so would be beneficial for the purpose of increasing the interest rate return on your cash balances, ensuring sufficient funds for the settlement of transactions and other reasonable purposes. We will give you prior written notification of each proposed transfer (which may be by email), and you may at any time notify us in writing that you withdraw this authority, in which case we will no longer be authorised to transfer funds between your Cash Accounts.

3.2 Exclusions from EaP's Authority

By engaging EaP to provide you with the Portfolio Service, you will not have authorised EaP to do any of the following on your behalf:

(a) make any investment decisions on your behalf;

(b) purchase, sell, apply for or otherwise invest in, any financial products on your behalf, except in accordance with your instructions;

(c) determine the manner in which any votes attaching to any of your Investments are to be cast, or to cast any such votes, otherwise than in accordance with your instructions; or

(d) exercise any other rights relating to your Investments not provided for in this Schedule, otherwise than in accordance with your instructions.

4. The Portfolio Service

The services (Portfolio Service) to be provided by EaP to you as a Portfolio Service Client are the following:

(a) establishment and maintenance of the Investment Portfolio, including recording all transactions, income and expenditure affecting the Investment Portfolio;

(b) making any changes to accounts, records, registers or other documents to reflect any changes to your registration details;

(c) depositing or arranging for the automatic deposit into the Cash Account of all dividends, income, other distributions and proceeds of sale received in respect of your Investments, except as otherwise instructed by you;

(d) arranging for all Investments acquired by you which are CHESS Approved Products to be held under your Sponsorship Account;

(e) arranging for all Investments acquired by you which are not CHESS Approved Products (such as international securities or investments in unlisted managed funds) to be:

(i) registered in your name; or

(ii) in EaP's discretion, registered in the name of a custodian nominated by EaP and agreed to by you;

(f) providing quarterly Investment Portfolio reports including details of transactions in, and the performance of, your Investments, performances and taxation information; and

(g) providing annual Investment Portfolio reports including capital gains tax information, income reporting and portfolio performance reporting details of transactions in your Investments, performances and taxation information relating to your Investment Portfolio.

5. Mailbox Service

As part of EaP Portfolio Service, EaP will arrange for the Mailbox Service Provider to provide you with the following services (**Mailbox Service**):

(a) the Mailbox Service Provider's address will be specified as the registered address for all your Investments (other than any Investments registered in the name of a custodian

as determined by EaP in its discretion [as arranged in accordance with clause 4(e)]);

(b) the Mailbox Service Provider will provide your Tax File Number (TFN) to the registry in respect of each of your Investments, unless you have not provided your TFN to EaP or otherwise direct EaP not to provide your TFN in respect of the particular Investment;

(c) the Mailbox Service Provider will instruct the registry in respect of each of your Investments to pay all dividends and other distributions in respect of your Investments by direct deposit into your Cash Account unless otherwise instructed by you;

(d) the Mailbox Service Provider will receive all correspondence relating to your Investments and notify your Adviser of all correspondence in respect of Investment Entitlements, but will not forward to you or your Adviser or notify you or your Adviser of any other correspondence (such as annual and other periodic reports and notices of meeting) relating to your Investments unless they relate to an Investment Entitlement;

(e) the Mailbox Service Provider will act as your agent in accordance with your instructions as received by it from you via your Adviser, complete any forms relating to your Investment Entitlements and lodge them with the relevant registry, provided that in each case your instructions are received by the Mailbox Service Provider within the timeframe specified by the Mailbox Service Provider to your Adviser; and

(f) the Mailbox Service Provider will not forward to you any proxy forms. However, if you request the Mailbox Service Provider to provide you with a particular proxy form issued in respect of an Investment, the Mailbox Service Provider will use reasonable endeavours to forward that form to you;

(g) the Mailbox Service Provider will complete change of address paperwork where required and forward to the relevant registries;

(h) the Mailbox Service Provider will perform daily reconciliations in respect of your account and advise EaP of any discrepancies (and also contact the share registry and/or relevant party in relation to any discrepancies identified); and

(i) consolidate and store all correspondence relating to Investments on your behalf in an archive storage system.

6. Fees Payable to EaP

6.1 Fees

In consideration of EaP agreeing to provide you with the Portfolio Service and subject to Clause 6.2, you agree to pay to EaP the following fees (**Fees**) at the applicable rates disclosed in Schedule 6 (as agreed with you), as disclosed in our FSG (as relevant), and / or otherwise notified to you by EaP from time to time (noting the Fees quoted to you are inclusive of GST):

(a) a fixed annual fee to be paid in equal quarterly instalments; and

(b) an annual portfolio fee which is payable quarterly and calculated by reference to the average daily value of your portfolio over the relevant quarter.

Should the Client request a customised report or other similar customised requirements, EaP will provide a quote for any additional fees involved in relation to such customisation and the client must provide pre-approval of such additional fees before EaP will proceed.

You may at any time request disclosure of all fees and costs applicable to your Portfolio Service.

6.2 Waiver of Fees

EaP may waive any Fee (or part of any Fee) at any time in EaP's absolute discretion.

6.3 Change of Fees

Subject to clause 12 of the Terms and Conditions, EaP may increase any Fee or the rate applicable to any Fee or introduce a new Fee by giving you not less than one (1) month's notice. If you do not agree with the Fee changes you may terminate the Portfolio Service by serving not less than one (1) month's notice in writing.

6.4 Deduction of Fees

You authorise EaP (and/or an Execution Service Provider or the Clearing Participant) to deduct the amount of any Fees, brokerage or other amounts payable by you under this Agreement from the Cash Account (and, where applicable, remit those amounts payable to EaP) and agree to sign any additional documents reasonably required for this purpose. If there are insufficient funds in the Cash Account, you must deposit sufficient funds into the Cash Account to enable the amounts to be deducted within the timeframe requested by EaP (acting reasonably), for example, monies required for settlement must be deposited in time to enable settlement to occur on a T+2 basis.

6.5 Consent

If requested by EaP, you agree to sign a consent form agreeing to pay EaP (or authorising EaP to be paid from your Cash Account) the specific fees that apply to you and which you have been made aware of in accordance with clauses 6.1 to 6.3 (and if relevant any specific proportion of those fees that EaP may pay to your Adviser).

6.6 Ongoing Fee Arrangement

If you are a retail client and we provide personal financial product advice to you, in relation to fees that are agreed to be paid under Ongoing Fee Arrangements (as defined in clause 33 to these Terms and Conditions), we will provide a fee disclosure statement to you annually as required by law and we will ask you if you want to renew the arrangement under which the fee is paid every two years or such other period that applies under an Opt-In Code by which EaP and its Advisers may be bound.

Either party may terminate the Ongoing Fee Arrangements:

- at any time; or
- when we send you a renewal notice if you ask us to terminate the fee; or
- you fail to authorise the renewal of the fee.

You acknowledge that, in such circumstances any services to which the fees payable under the Ongoing Fee Arrangement relate will also be terminated.

6.7 Asset based Fees

If you are a retail client and we give you financial product advice, to the extent any of our fees are Asset Based Fees, we will not charge them in relation to amounts you have borrowed if we are prohibited by law from doing so.

7. Audit

EaP will after the end of each financial year cause its auditor to carry out an audit to ensure that EaP is fulfilling its obligations under this Schedule.

8. Release and Acknowledgment by Client

EaP agrees that it will exercise all reasonable care and skill in providing the Portfolio Service to you. You acknowledge and agree that EaP does not make any representation or give a warranty as to the

particular investment performance or rate of return on the Investment Portfolio.

Except in relation to any statutory conditions, warranties or obligations which by law cannot be excluded, waived or modified EaP is not responsible for any loss, whether actual, contingent or consequential, incurred by you in connection with your agreement with EaP, except to the extent that any loss is directly caused or contributed to by the negligence, fraud or wilful misconduct of EaP or any material breach by EaP of these Terms and Conditions.

9. Definitions

In this Schedule and if used elsewhere in these Terms and Conditions in relation to a Portfolio Service Client unless the context otherwise requires:

Approved Cash Management Account means a cash management account approved by EaP for the purposes of the Portfolio Service from time to time and with respect to which EaP has sufficient authority to withdraw funds to settle your purchases of Investments, deduct any Fees, brokerage or other amounts to which EaP is entitled.

Asset Based Fee means a fee, excluding a brokerage fee within the meaning of Regulation 7.7A.12D of the Corporations Regulations, for providing financial product advice to the extent that the calculation of the fee is dependent upon the amount of funds used or to be used to acquire financial products.

Cash Account is synonymous with Approved Cash Management Account.

Mailbox Authority means the form entitled Power of Attorney under which you authorise the Mailbox Service Provider to perform certain services on your behalf.

Mailbox Service has the meaning given to it in paragraph 5.

Customised Reports means additional services provided, reports and additional work performed to answer special enquiries from you, the Australian Taxation Office, ASX or Government Regulators, and additional reports provided to your advisers, including your tax accountant and legal advisers.

Fees has the meaning given to it in paragraph 6.

Investment means any financial products held by or on behalf of you in your Investment Portfolio.

Investment Entitlement in respect of an Investment means an offer or invitation made to you (or if applicable, the custodian) as the holder of the Investment such as (but not limited to) a takeover offer, rights or other entitlements offer, share purchase plan, dividend reinvestment plans, top up/ additional securities acquisition offers, compulsory acquisition or compulsory sale notices, buy-back offers, call notices, shareholder discount cards and any other communication to the holder of an Investment which the Mailbox Service Provider in its discretion determines to involve a Corporate Action.

Investment Portfolio means:

(a) the holdings of financial products in your name or held on your behalf by a custodian; and

(b) the balance in your Cash Account, from time to time to which the Portfolio Service relates but does not include investments in your MDA Portfolio. If you have an Investment Portfolio and an MDA Portfolio, the balance in your Cash Account that is included in your Investment Portfolio is limited to that proportion that the amount in your Investment Portfolio, excluding the Cash Account, bears to your MDA Portfolio.

Mailbox Service Provider means Margaret Street Administration Services Pty Ltd ACN 163 681 678.

Ongoing Fee Arrangement means an arrangement that applies if EaP gives personal advice to you as a retail client and you enter into an arrangement with us or your Adviser under the terms of which a fee is to be paid during a period of more than 12 months.

Opt In Code means a code of conduct as approved by ASIC for the purposes of section 962CA of the Corporations Act.

Portfolio Service has the meaning given to in paragraph 4.

Schedule 6 means schedule 6 of these terms as such schedule may be varied from time to time by written agreement between the parties.

Sponsorship Agreement means a sponsorship agreement between you and the Clearing Participant.

Schedule 2

DMA Service Terms

The following Terms and Conditions additionally apply if you are granted access by EaP to the DMA Service.

1. Access to the Trading System

1.1. No person other than you, and an Authorised Person, may at any time submit an order for you through the DMA Service using the security information provided to you by EaP.

1.2. You must not authorise, allow nor permit any person other than an Authorised Person to access or use the DMA Service on your behalf.

1.3. You must notify EaP immediately once any Authorised Person ceases to be authorised by you to access the DMA Service on your behalf.

1.4. You acknowledge and agree that EaP may, in its absolute discretion:

(a) refuse to approve as an Authorised Person any person nominated by you for that purpose;

(b) revoke its approval of an Authorised Person at any time;

(c) at any time limit the number of Authorised Persons who are permitted to submit Orders for you through the DMA Service; and

(d) from time to time test whether you and any Authorised Person has adequate knowledge of the DMA Service and the Dealing Rules (as defined in the ASX Operating Rules), directions, decisions and requirements of ASX relevant to the type of order submission facilities given to the Authorised Person by EaP.

2. Use of the System

You acknowledge that:

(a) neither EaP nor any related body corporate of EaP makes any representation or warranty, express or implied, to you or to any other person regarding the DMA Service, nor provides any guarantee with respect to the DMA Service, including without limitation, with respect to the operation, functionality, effectiveness, accuracy, reliability, merchantability, quality or fitness for purpose;

(b) neither EaP nor any related body corporate of EaP is in any way responsible or liable to you or any person, for any loss that results from your use of the DMA Service, or from any failure, error or defect of or in the DMA Service; and

(c) you are solely responsible for assessing the adequacy of the DMA Service and for deciding whether or not to access it.

3. Security Information

3.1. You acknowledge that the security information is confidential and agree that you are responsible for maintaining its confidentiality.

3.2. You agree that you must:

(a) only use the Security Information in accordance with these terms;

(b) not disclose the Security Information (or any part of it) to any person or persons (including your employees, contractors, agents and consultants) other than to an Authorised Person, and ensure that at all times each Authorised Person maintains the confidentiality of the Security Information;

(c) notify EaP immediately upon becoming aware that any Security Information has been or may be used or disclosed in a manner that is not consistent with these terms; and

(d) regularly review and, if necessary, upgrade the security of your network through which you access the DMA Service to ensure that only Authorised Persons are able to access or use the DMA Service.

4. Submitting Orders through the DMA Service

4.1. You acknowledge and agree that you (and/or an Authorised Person) are permitted to submit orders through the DMA Service only if done so using the Security Information.

4.2. You agree that you:

(a) must determine the time at which Orders are submitted through the DMA Service;

(b) are responsible for all Orders submitted through the DMA using the Security Information, regardless of who enters such Orders and regardless of whether or not there is an error in the Order entry;

(c) are bound by any agreement entered into on your behalf in reliance on such Orders;

(d) are liable for any reasonable expense incurred by EaP in reliance on such Orders; and

(e) accept the sole risk and responsibility for Orders submitted on your behalf through the DMA Service, including any Order submitted in error.

4.3. You acknowledge that:

(a) all Orders submitted by you through the DMA Service are, subject to any Filters, entered on a Trading Platform in the sequence in which they are received, and otherwise as expeditiously as practicable; and

(b) this may result in EaP's principal orders being satisfied ahead of an Order.

4.4. You acknowledge that orders purged from a trading platform by the operator of the trading platform will not be resubmitted to that trading platform by EaP.

4.5. You undertake to ensure that any orders placed through the DMA Service which match opposite orders placed by EaP in a trading platform, either as agent or principal, will be of an accidental nature, meaning that no pre-arrangement of the matched orders will have taken place with EaP, and will not detract in any way from your orders transacting in a trading platform under strict rules of time and place priority.

5. Trading

5.1. DMA Trading limits mean EaP may at any time through the DMA Service impose, and from time to time vary, DMA Trading limits. Without limitation, EaP may impose DMA Trading limits on any or all of the following:

(a) the value or number of any buy Orders or trades;

(b) the value or number of any sell Orders or trades;

(c) the available cleared funds;

(d) the available sponsored stock;

(e) the net value of any buy Orders or trades less sell Orders or trades;

(f) the gross value of any buy Orders or trades and any sell Orders or trades;

(g) the value of any Order or trade; and

(h) the value of any Order submitted by one or more Authorised Person, or trade undertaken by such a person.

(i) You must comply, and ensure that each Authorised Person complies, with all applicable DMA Trading Limits.

5.2. Prohibited orders

(a) You must take all reasonable steps to ensure that:

(b) you and each Authorised Person accesses the DMA Service in a way that ensures fairness, efficiency and ongoing protection of market integrity;

(c) you and each Authorised Person do not take any action, fail to take any action or place any Order through the DMA Service where that Order (or the resulting transaction) would or could reasonably be expected to violate or cause or result in you or EaP violating any applicable law or rule, including without limitation, applicable law or rule in relation to:

(i) creation of a disorderly market or otherwise prejudicing the integrity or efficiency of the market; or

(ii) insider trading or front running or fraud;

(iii) market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching of orders;

(iv) misleading or deceptive conduct; and

(d) you and each Authorised Person do not place an Order through the DMA such that the beneficial ownership of the financial products which are the subject of the Order would not change if the Order was executed;

(e) each Order is submitted in accordance with these terms or any policy or operational guideline published by EaP from time to time in relation to the DMA Service.

5.3. Filters

EaP may impose Filters to restrict the placement of any Orders or the execution of any trades through the DMA Service, including (without limitation) filters whose object is to:

(a) prevent a breach of the provisions set out in this paragraph 5;

(b) prevent Orders being registered with a Trading Platform where the price at which the Order is submitted through the DMA Service is too far from the prevailing market price for the relevant security or financial product;

(c) ensure that ACOP does not interfere with the proper functioning of any Trading Platform;

(d) ensure that ACOP does not interfere with the efficiency and integrity of the relevant Market; or

(e) facilitate compliance with, and prevent breaches of, any applicable law or rules.

EaP has, and accepts, no responsibility or liability to you, a client or any person claiming through you for failing to submit such Orders due to the restrictions imposed by EaP through its Filters on a Trading Platform.

5.4. Delays

You acknowledge that there may be delays in the processing or execution of an Order placed through the DMA Service, and:

(a) an Order may be wholly or partly filled before an instruction for its amendment or cancellation is processed and can be acted upon;

(b) you remain liable to EaP to settle the original Order, unless any relevant amendment or cancellation is effected (if it can be affected); and

(c) EaP will not be liable for any loss or damage to you by reason of any delay in processing any Order or amendment or cancellation submitted through the DMA Service.

5.5. EaP takes no responsibility

You acknowledge that EaP is not involved in, and takes no responsibility for, the processing, execution or cancellation of any Orders placed through the DMA Service or for any delays in relation to the same.

6. Reconciliation

Notwithstanding Clause 8 of the Terms and Conditions, you are responsible for reconciling Confirmations in relation to Orders placed through the DMA Service against your records on any given trading day, and must communicate to EaP any discrepancies found in this reconciliation before the market opens on the next trading day or such other time requested by EaP. You acknowledge that EaP is not responsible in any circumstances for the losses of any kind that occur through errors that go undetected as a result of your failure to perform this reconciliation.

7. EaP's Warranties and Liabilities

7.1. No representations or warranties about the DMA Service

Subject to any rights implied by law which cannot be excluded by agreement between the parties, EaP makes no representations or warranties express or implied, including without limitation, any implied warranties as to merchantability, quality or fitness for a particular purpose or otherwise (including as to accuracy, currency, availability, completeness or quality) with respect to the DMA Service.

7.2. Exclusion of liability

You acknowledge that the DMA Service is provided to you at your risk and that to the extent permitted by law, EaP excludes all liability relating to or resulting from use of the DMA Service, including (including without limitation, liability for any loss or damage) arising from matters reasonably beyond EAP's control, including (without limitation):

(a) any defect, delay, failure, inaccuracy in, use of or inability to use the DMA Service; or

(b) any government restriction, exchange or market rulings, suspension of trading computer or telephone failure, unlawful access to the DMA Service, theft, sabotage, war, earthquakes, strikes force majeure and without limitation, any other conditions beyond EaP's control,

except to the extent that any such liability is caused or contributed to by the negligence, fraud or wilful misconduct of EaP, or any material breach by EaP of these Terms & Conditions.

7.3. Limitation of liability

To the extent permitted by law, where EaP is supplying you with financial services which are not of a kind ordinarily acquired for personal, domestic or household use, EaP's liability under the ASIC Act with respect to any breach of an implied condition or warranty under that Act will be limited to:

(a) the supplying of the services again; or

(b) the payment of the cost of having the services supplied again.

8. System and Trading Risks

8.1. You acknowledge that there is significant risk in trading through a system, including the DMA Service, which is serviced by means of computer and telecommunications systems, even where generally accepted industry standards and practices are followed, including that:

(a) your data may not be protected, and there are risks that other users of the DMA Service will be able to see Orders submitted by you and other communications relating to trading and execution without your (or EaP's) consent and that third parties (including persons on private networks) may have the ability to attach to your network;

(b) Orders and other communications relating to trading and execution and other data submitted to the DMA Service will not remain confidential;

(c) your system may not be compatible with the DMA Service or an Trading Platform, and that this incompatibility may lead to an unstable environment; and

(d) Orders may be placed through the DMA Service without your authority by a person using the Security Information given to you and accordingly, that trades which have not been authorised by you may be executed.

8.2. You also acknowledge that the access to and use of the DMA Service cannot be operated in all circumstances without error including, without limitation, errors in computer programs and telecommunications systems. These errors may result in, among other things:

(a) orders and other communications relating to trading and execution not reaching EaP or being lost, rejected or partially received or sent, such that they are not accurately received or sent you or EaP and are not representative of the original content of the Orders and other communications relating to trading and execution;

(b) a delay in telecommunications service;

(c) interrupted service and faults, such that the DMA Service may not remain accessible at all times during the trading day and there may be problems affecting the stability of the DMA Service that could cause inability to enter Orders via the DMA Service during normal trading hours;

(d) inaccuracies in the provision of the DMA Service.

9. Termination

9.1. EaP may terminate your participation in the DMA Service at any time by notice in writing.

9.2. You may terminate your participation in the DMA Service by request in writing to EaP.

9.3. Termination of your participation does not affect any outstanding obligations under this Agreement or any other agreement you have with EaP.

10. Definitions

Unless the context otherwise requires:

Authorised Person means a person who is nominated by you and permitted in writing by EaP to submit Orders through the DMA Service using the Security Information provided by EaP.

ACOP has the meaning given to Automated Client Order Processing in the ASIC Market Integrity Rules.

DMA Trading Limits means the limits that EaP may place on the Orders that may be submitted and/or the trades that may be undertaken through the DMA Service.

Filters mean the restrictions EaP imposes, whether by automated or manual means, to limit your ability to place Orders through the DMA Service.

Order means an order for the purchase or sale of (or other dealing in) securities and/or financial products made through the DMA Service using the Security Information provided to you and, as the context requires, includes (without limitation):

(a) an order or instruction to amend or cancel an existing order submitted through the DMA Service, and

(b) an order or instruction to open or close out a position in Derivatives Contracts.

Security Information means the user code, user name and password given to you by EaP in connection with use of the DMA Service.

Schedule 3

Warrant Client Agreement

The following Terms and Conditions apply if you are to purchase Warrants. You agree and acknowledge that:

(a) you have received and read a copy of the Explanatory Booklets issued by ASX and TMX in respect of Warrants ("Understanding Trading and Investment Warrants" (ASX) and "Investing in Warrants" (TMX), available electronically at the following links: https://www2.asx.com.au/content/dam/asx/investors/investment-options/ASX_Understanding_Warrants_Edition_18.pdf and https://cdn.cboe.com/resources/membership/AU_Guide_Investing_In_Warrants.pdf

(b) a Warrant has a limited life and cannot be traded after its expiry date;

(c) you are aware that Warrants do not have standardised Terms of Issue and it is your responsibility to become aware of the Terms of Issue of any Warrant in which you invest;

(d) Warrants may be subject to adjustments after their initial issue. You acknowledge that it is your responsibility to become aware of any adjustments which may have been made to any Warrant in which you choose to invest;

(e) admission to Trading Status of a Warrant does not imply that ASX or the Securities Exchanges Guarantee Corporation Limited gives any guarantee or warranty as to the viability of the Warrant-Issuer or Guarantor; and

(f) failure of the Warrant-Issuer or Guarantor (if applicable) to fulfil their obligations does not give rise to a claim against EaP, the Clearing Participant, ASX, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

Words used in this Schedule 3 have the meanings given to them in the applicable Market Competition Rules, Market Integrity Rules, Operating Rules, ASX Clear Operating Rules or the ASX Settlement Operating Rules. If you require a copy of these definitions please contact EaP.

Schedule 4

Partly Paid Security Agreement

The following Terms and Conditions apply if you are to purchase Partly Paid Securities. You agree and acknowledge that you are aware that:

(a) a Partly Paid Security is a security which may require you to make a further payment or payments at some time in the future;

(b) it is your responsibility to obtain and read a copy of the prospectus, product disclosure statement or information memorandum issued by the Issuer of the Party Paid Securities which sets out the particular features of, and rights and obligations attaching to, a Partly Paid Security before placing an order to buy a Partly Paid Security;

(c) you may be liable for further payments on a Partly Paid Security and that a failure to make a further payment by the specified date(s) may result in an Issuer of a Partly Paid Security or their associates or agents taking action, including legal action, against you to recover the outstanding payments and/or may result in the forfeiture of your entitlement to the Partly Paid Security;

(d) in certain circumstances you may be liable to make a further payment on a Partly Paid Security despite the fact that you (or EaP on your behalf) may have disposed of a Partly Paid Security prior to the date that a further payment falls due;

(e) you should monitor announcements made by the Issuer of a Partly Paid Security and that it is your responsibility to inform yourself of the date/s or circumstances that a further payment falls due and the last day that you can dispose of the Partly Paid Security before becoming liable for a further payment;

(f) the amount of a further payment may be unrelated to the financial performance of a Partly Paid Security and that the amount of the further payment may exceed the intrinsic value of a Partly Paid Security at the time a further payment falls due; and

(g) an obligation on you in relation to a Partly Paid Security, including an obligation to make a further payment, does not give rise to a claim against EaP, the Clearing Participant, ASX, handling Market Participants or the Securities Exchanges Guarantee Corporation Limited.

Words used in this Schedule 4 have the meanings given to them in the applicable Market Integrity Rules, Operating Rules, ASX Clear Operating Rules of the ASX Settlement Operating Rules. If you require a copy of these definitions please contact EaP.

Schedule 5

Trading Policies

EaP and its representatives have a fiduciary duty to act in the best interest of EaP's clients at all times, and an obligation to provide the financial services to its clients in a manner that is efficient, honest and fair.

These policies are intended to ensure that Evans and Partners Pty Ltd (EaP) complies with its legal obligations in relation to:

1. Trading as Principal
2. Execution of client orders; and
3. Aggregation of client orders.

1. Trading as Principal Policy

From time to time EaP may enter into a Market Transaction with its clients as Principal (as defined in the Market Integrity Rules). When trading as Principal, and where permitted by law, EaP will charge the client the same rate of brokerage that it would charge the client on non-Principal transactions.

Each time you place an order with EaP, you will be taken to have:

(a) consented to EaP's Trading as Principal policy as set out in this document, and

(b) agreed to pay brokerage on such transactions at the same rate of brokerage that it would charge you on non-principal transactions, unless you notify EaP to the contrary.

2. Execution of Client Orders

When executing Orders for clients and allocating purchases or sales to clients, EaP will act, at all times, in accordance with:

(a) any relevant instructions received from the client;

(b) its obligation to act in the interests of its clients and to avoid conflicts of interest; and

(c) its obligations under the Market Integrity Rules to deal fairly and in due turn with clients' orders and with a client order and an order on its own account (or on the account of a Prescribed Person).

Subject to the policies set out in Section 3 of this document (which relate to the aggregation of client orders), EaP will determine the sequence in which orders will be submitted to ASX for execution in accordance with the following three principles.

2.1 Principal Orders

EaP reserves the right to execute a Principal order even though it may have an outstanding order for the same financial product and on the same terms from a client. This is because ASX recognises that persons taking client orders may not be aware of any Principal orders which have already been placed. Automated client order processing and program trading can make it impracticable for a broker to identify when a Principal order has been or will be executed before or at the same time as client orders. Where the Principal order is being affected for client facilitation purposes, it is not appropriate that a Principal order be withheld pending completion of the client order.

2.2. Non-discretionary Orders

Orders that do not involve the exercise of discretion by EaP in relation to the time, price or quantity of the order will be submitted for execution to the relevant Trading Platform in accordance with any relevant instructions received from the client and as expeditiously as possible and in the sequence in which they are received by EaP.

2.3 Discretionary Orders

Orders that involve the exercise of discretion by EaP in relation to the time, price or quantity of the order will be submitted for execution to the relevant Trading Platform in such manner and at such time as EaP considers appropriate acting reasonably after taking into account any relevant instructions received from the client and EaP's obligation to act in the interests of its clients and to avoid conflicts of interest.

Each time you place an order with EaP, you will be taken to have consented to EaP's "Execution of client orders" policy as set out in section 2 of this document, unless EaP has received notice from you to the contrary which only applies with respect to orders that have been given after the notice is received.

3. Aggregation of Client Orders

"Aggregation of client orders" refers to the aggregation of multiple orders from different clients, for the same Traded Products and on the same terms (such as price or timing) for submission to ASX as a single order for execution.

The aggregation of orders will take place at such times as EaP considers appropriate, taking into account its obligations to act in the interests of its clients and to avoid conflicts of interest.

If, after a client order has been aggregated with other clients' orders and the aggregated order has been partially executed a client requests to withdraw the balance of their order or change the size of their order, then the withdrawal or change will not affect any allocations to that client up to the time that the client instructs EaP of the withdrawal or change. The client's participation in any further executions of the aggregated order will simply be increased or reduced to reflect the changed size of the order.

Each time you place an order with EaP, you will be taken to have consented to EaP's "Aggregation of client orders" as set out in this Section 3, unless you notify EaP in writing to the contrary.

4. Best Execution Policy

Before accepting an order from a retail client, we must disclose to clients how we handle and execute your orders as required under the ASIC Market Integrity Rules, as amended from time to time. This disclosure is set out in our Best Execution Policy, a copy of which is available on our website (www.eandp.com.au/ disclosures). We are also required to provide a copy of our Best Execution Policy to clients when requested, within a reasonable time of the request.

If we make a material change to our Best Execution Policy we will also provide a summary of any such changes as practicable after the change occurs.

Schedule 6

Evans and Partners Portfolio Service Terms

In consideration of EaP agreeing to provide you with the EaP Portfolio Service, you agree to pay to EaP the fees (Portfolio Service Fees) as follows: All rates and fees quoted include GST.

☐ Family billing

We consent to combining the value of the following accounts for purposes of calculating the fee to be charged across the group of accounts:

Account No.	Account Name.

Fee Schedule Options

☐ Option A: Sliding scale fees

From	To	Fee % including GST
$	$	
$	$	
$	$	

OR

☐ Option B: Flat fee (brokerage waived)*

% pa of the value of the portfolio

OR

☐ Option C: Flat fee plus brokerage*

% pa flat fee of the value of the portfolio plus % brokerage per transaction, minimum $110 incl GST.

The Portfolio Service Fees will be calculated quarterly in arrears based on the average daily value (determined by EaP) of all Assets included in your Portfolio Service Portfolio and will be deducted directly from your linked bank account on a quarterly basis, unless the Portfolio Service arrangement is terminated earlier in which case the fees are charged to the last day that assets are managed.

Please note: Other fees may apply in accordance with clause 12 of these Terms and Conditions, at the rates notified to you from time to time under these Terms & Conditions.

For the purpose of calculating the EaP Portfolio Service fees, the following assets are to be excluded from the calculation of the total funds under management:

EaP Terms and Conditions for Private Wealth Clients

(Including Portfolio Service Client Terms and Conditions, DMA Service Terms, Warrant Client Agreement and Partly Paid Security Client Agreement)

The Client(s) named below agrees to be bound by the Terms and Conditions set out in this document, (including Schedules 1-6 where applicable).

NOTE for Portfolio Service Clients: by signing these Terms and Conditions, I/we:

1. confirm that all fee information in the Fee Details section of Schedule 6 was completed and drawn to my/our attention before signing these Terms and Conditions and that fees that do not apply have been crossed out;
2. acknowledge that I/we may be asked to authorise such further payments that I/we agree to be deducted or paid from my assets by product issuers or other service providers and paid to Evans and Partners Pty Ltd and/or to my Adviser for services provided to me by them; and
3. acknowledge that funds may be transferred between my cash accounts for the purpose of increasing the interest rate return, enabling settlement or other reasonable purposes. You have the right to withdraw your consent at any time. If you do not consent to the transfer of funds between your cash accounts then please check the below box.

   ☐ I do not consent.

Executed as an Agreement.

Account name

Individual clients to complete

Individual (1): Full name	Signature	Date
Individual (2): Full name	Signature	Date
Individual (3): Full name	Signature	Date

Corporate/Company clients to complete

(**Please note:** that two Directors or director and Secretary must sign. Indicate if the Company is Sole Director/Sole Secretary Company.)

Name of company (please print)

Director (1): Full name	Signature	Date
Director (2)/Company Secretary: Full name	Signature	Date

Melbourne Office

Level 9, 171 Collins Street Melbourne VIC 3000
Mail PO Box 24394 Melbourne VIC 3001
P 1300 069 436
Email info@eandp.com.au
Web eandp.com.au

Sydney Office

Level 32, 1 O'Connell Street Sydney NSW 2000
Mail GPO Box 105 Sydney NSW 2001
P 1300 069 436
Email info@eandp.com.au
Web eandp.com.au

Canberra Office

Level 6, 1 Constitution Avenue, Canberra ACT 2601
Mail GPO Box 1481 Canberra ACT 2601
P 1300 069 436
Email info@eandp.com.au
Web eandp.com.au

Brisbane Office

Level 4, 1 Eagle Street, Brisbane QLD 4000
Mail GPO Box 332 Brisbane QLD 4000
P 1300 069 436
Email info@eandp.com.au
Web eandp.com.au

Adelaide Office

Level 21, 25 Grenfell Street Adelaide SA 5000
Mail GPO Box 508 Adelaide SA 5001
P 1300 069 436
Email info@eandp.com.au
Web eandp.com.au