

# Grow by ANZ Share Investments Terms and Conditions

21 OCTOBER 2016

## Important Notice

These Grow by ANZ Share Investments Terms and Conditions must be read in conjunction with our Financial Services Guide (FSG) and the Application. These documents constitute the entire understanding between you and us regarding our provision of the Services to you through Grow by ANZ (Grow) (unless these terms and conditions provide otherwise).

These Grow by ANZ Share Investments Terms and Conditions apply when you access, trade or in any way deal with your Trading Account through Grow. The ANZ Share Investing Trading Terms and Conditions apply anytime you access, trade or in anyway deal with your Trading Account through our other trading platforms or our client service consultants.

Not all of our Services are available through Grow and the share investment features of Grow differ to our other trading platforms. It is your responsibility to be familiar with, and understand, those differences and any limitations. Information regarding the Share Investments module within Grow and its differences to our other trading platforms is available in the Learn More section of Grow. To access Services not available in Grow please use our other trading platforms. We will not be liable for you being unable to access Services or other features through Grow.

If you have previously established a Trading Account through one of our other trading platforms, to access that Trading Account through Grow you will need to read and agree to these Grow by ANZ Share Investments Terms and Conditions. The first time you access your Trading Account through Grow you may be required to verify your Trading Password.

If you establish a Trading Account through Grow you can also use our other trading platforms. To do this you need to be issued with a User ID, Log-on Password, Trading Password and Telephone Password and these can be obtained by calling our client service consultants on 1300 269 662.

The Share Investments module of Grow may be updated from time to time with new or amended functionality or services. This may require you to download an update to Grow prior to use and may include changes to the Grow by ANZ Share Investments Terms and Conditions. We reserve the right to disable or block access to a previous version of Grow. It is your responsibility to update Grow on your Registered Device as required and we will not be responsible if you fail to do so or have your access to Grow blocked. You are responsible for any costs associated with your downloading, updating and accessing Grow.

Share Investing Limited ABN 93 078 174 973 AFSL No.238277, an ASX and Chi-X Australia Market Participant, is the provider of the ANZ Share Investing service. Execution, settlement and clearing is undertaken by Share Investing Limited. Share Investing Limited is a subsidiary of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ) but is not an authorised deposit-taking institution under the Banking Act. When you become a customer of Share Investing Limited, it will open an ANZ Cash Investment Account (Cash Account) on your behalf. ANZ is the issuer of the Cash Account. Apart from any deposits in the Cash Account, the obligations of Share Investing Limited do not represent deposits or other liabilities of ANZ. ANZ does not guarantee the obligations of Share Investing Limited.

We have not taken into account your objectives, financial situation or needs and we will not take these into account in providing the Services to you.

Before applying for or activating any Service or dealing in Financial Products, you should consider the appropriateness of the Service, having regard to your own objectives, financial situation and needs. Before you make a decision about whether to trade in a Financial Product you should obtain, read and consider any Product Disclosure Statement or Information Statement for that Financial Product.

You will rely on your own skill and judgement when placing an order with us to deal with Financial Products. You are responsible for your investment decisions and use of our Services.

## Privacy consent

We and our Related Bodies Corporate may send you information about our financial products and services from time to time. We may also disclose your information to our Related Bodies Corporate or alliance partners to enable them or us to tell you about a product or service offered by them or a third party with whom they have an arrangement.

If you do not want us or our alliance partners to tell you about our products or services, phone us to withdraw your consent.

If you give us Personal Information about someone else, please show them a copy of these terms and conditions so that they may understand the manner in which their Personal Information may be used or disclosed by us in connection with your dealings with us.

## Overseas recipients

We may disclose information to recipients (including Service Providers and Related Bodies Corporate) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia.

You can find details about the location of these recipients in our Privacy Policy located on our Website.

## Consent to principal trading

You consent to us undertaking principal trading in relation to all transactions under these terms and conditions.

## Consent to passing on benefits

You authorise and direct ANZ to pay us a monthly fee for financial services provided in relation to your Cash Investment Account. The monthly fee is a portion of the Cash Investment Account balance, as agreed between us and ANZ.

## Electronic communications consent

You consent to us giving you any terms and conditions, any disclosure documents (including Financial Service Guides and Product Disclosure Statements), and any updates and supplements to the disclosure documents by using the address, telephone number, email address or mobile phone number last notified, or via our Website.

## Meaning of key words

The meaning of key words used in these terms and conditions is explained at the end of these terms and conditions.

All capitalised phrases used but not defined in these terms and conditions have the meaning given in the Rules. Please contact us on 1300 658 355 if you need assistance finding copies of the Rules.

### 1. The Services

If we accept your Application we will provide you with the following services in accordance with these terms and conditions:

- a. execution, clearing and settlement of your orders to buy or sell Australian Securities; and
- b. sponsorship in CHESSE.

If we have accepted your Application, you may also be able to activate or apply for services on our other trading platforms under the ANZ Share Investing Trading Terms and Conditions including, or in respect of, the following:

- i. Conditional Orders;
- ii. Tax Tools;
- iii. Smart Alerts;
- iv. Warrants;
- v. Exchange Traded Options;
- vi. International Securities;
- vii. ASX Book Build; and
- viii. Partly Paid Securities.

By accessing the Services you are taken to have activated or applied for those Services, and the terms for those Services will apply.

### 2. Your orders

#### 2.1 How to give us an order

You may give us an order to buy or sell a Financial Product or otherwise deal with Financial Products in accordance with these terms and conditions through Grow.

You can also give us an order to buy or sell a Financial Product, or otherwise deal with Financial Products through our other trading platforms in accordance with the ANZ Share Investing Trading Terms and Conditions.

You must also provide us with any information that we reasonably request in order to accept your orders.

You are responsible for ensuring the accuracy and completeness of your order.

We use Messages to inform you of the progress of your orders. You agree to check Messages regularly to ensure that you are aware of the progress of your orders.

#### 2.2 Authority to act on your orders

We may:

- a. act on your orders (including orders we believe to be from you);
- b. act on an incomplete or unclear order if we reasonably believe we can correct the information without referring to you;
- c. act on an order which conflicts with another order and determine the order of acting if multiple orders are received; or
- d. seek to verify an order by contacting you.

### 3. Orders

#### 3.1 When we may refuse your order

We may review your order to ensure that it meets our requirements.

We may refuse to accept your order or may limit your order:

- a. if we determine that you may not meet any payment or delivery obligation in connection with your order;
- b. if you do not provide any security that we request in connection with the order;
- c. if you have failed to meet your payment or delivery obligations on any other trade;
- d. if we determine that accepting or executing your order would cause you or us to breach any law or the Rules;
- e. if we consider that your order would result in the creation of a disorderly market or negatively affect the integrity of the market;
- f. if we do not provide execution services in relation to that Financial Product; or
- g. for any other reason that we determine is appropriate.

We will notify you of any refusal or limitations as soon as practicable.

We may notify you that, until further notice, we will not accept your orders.

### 3.2 Electronic orders

You accept the risks of giving orders by Electronic Equipment or any other method including but not limited to:

- a. the risk of an order being unauthorised or given by an unauthorised person;
- b. the risk that we may process an order twice if you send the same order repeatedly or in different forms; and
- c. the risk that information sent by Electronic Equipment is not secure or free from virus or delay.

## 4. How we act on your order (Best Execution Policy)

### 4.1 Placement of your order

If we accept your order we will place your order on an Approved Market.

### 4.2 Execution of your orders on an Approved Market

In accordance with Part 3.1 of the *ASIC Market Integrity Rules (Competition in Exchange Markets)* 2011, we are required to take reasonable steps to obtain the best outcome for you when handling and executing your orders on an Approved Market. The best outcome is:

- a. for a buy order, the lowest purchase price plus transaction costs; and
- b. for a sell order, the highest sale price less transaction costs.

To meet our obligations to you, all valid orders to be executed on an Approved Market are sent to a market router which considers available trading platforms and determines which trading platform provides the best outcome for you.

Trading platforms considered with respect to achieving the best outcome are:

- i. ASX TradeMatch;
- ii. ASX CentrePoint; and
- iii. Chi-X Australia.

Orders entered during the opening and closing auction phases of ASX TradeMatch are sent directly to ASX TradeMatch so long as this venue provides the client with the best outcome.

We place orders on an Approved Market in time priority. This means the first valid order that is received at a given price for a particular Financial Product will be the first order that is submitted to the market router. Amendments to an existing order may adjust the order priority.

You can provide us with an order in writing to handle and execute a particular order in a manner which is inconsistent with you obtaining the best outcome. We will take reasonable steps to handle and execute in accordance with such an order, which may result in you not obtaining the best outcome. If you are a Wholesale Client, you may provide us with standing orders to handle orders in a manner which is inconsistent with the best outcome.

You consent to your order being matched with an order of another client or with one of our orders when we are trading as principal. If your order is matched with an order of another client, we charge brokerage on both orders. We do not charge brokerage if your order is matched with an order we place as principal.

We may fill your order by entering into multiple Market Transactions and accumulating those transactions on a single Contract Note. In these circumstances the Contract Note will show the volume weighted average price of the Market Transactions. If you ask we will provide you with a statement setting out the individual prices of each Market Transaction.

### 4.3 Delays in the execution of your orders

There may be a delay between when we receive your order and when we act on your order. This may mean that the price at which your order is traded is different from the price available at the time when you gave us the order. We are not responsible for delays or errors in the transmission or execution of your order.

## 5. How we confirm the details of your trades

We will issue you with a Contract Note for each trade.

We may issue a replacement Contract Note if we discover an error or omission in an earlier Contract Note.

You acknowledge that a Contract Note relating to Australian Securities is issued subject to:

- a. the directions, decisions and requirements of the Approved Market Operator and the Rules;
- b. the customs and usages of the Approved Market; and
- c. the corrections of errors and omissions.

## 6. When orders or trades may be cancelled or amended

Your orders or trades may be cancelled or amended without your consent if:

- a. we or the operator of an Approved Market consider that the order or trade may negatively affect the integrity or orderly nature of the Approved Market; or
- b. we or the operator of an Approved Market are permitted or required to do so under a law or the Rules of the Approved Market.

You are not entitled to any compensation from the cancellation or amendment of your order or trade under this clause, even if:

- c. we have sent you a Contract Note relating to the transaction; or
- d. it is later determined that your order or trade did not negatively affect the integrity or orderly nature of the market or cancellation of the order or trade was not permitted under a law or the Rules of the Approved Market, provided we have acted in good faith.

If the relevant market operator cancels or amends your order and we are able to partially fill your order, we will do so. We may charge you brokerage for these partially filled orders.

## 7. Meeting your obligations

### 7.1 How to settle your trade obligations

You must provide any funds and/or Financial Products required to meet all obligations arising in connection with your trades (including any fees payable in connection with your trades).

All settlements of Financial Products under these terms and conditions must be made in accordance with these terms and conditions.

### 7.2 Pledge of funds prior to settlement

Your payment obligations will be met using your Cash Investment Account. You agree that:

- a. the funds required for settlement may be pledged to us from the date we receive your order until the Settlement Date, unless we otherwise determine; and
- b. if funds are pledged to us, you will not be able to withdraw them from the Cash Investment Account.

### 7.3 Pledge of Financial Products prior to settlement

You agree that the Financial Products required to meet your obligations may be pledged to us from the date we receive your order until the Settlement Date, unless we otherwise determine.

If Financial Products are pledged to us, you will not be able to remove them from the Sponsored Holding.

### 7.4 Authority to debit your accounts

You authorise us to take funds and/or Financial Products from the Cash Investment Account or Sponsored Holding to meet your obligations.

### 7.5 How you will receive funds or Financial Products from us on settlement

We will transfer any Financial Products that you are entitled to on settlement to your holding. Any Financial Products you are entitled to on settlement will be recorded in your Trading Account.

We will provide any proceeds you are entitled to from a sale to your Cash Investment Account.

We may deduct amounts you owe us from the proceeds of any sale.

### 7.6 What happens if you fail to meet your obligations

If you do not meet your obligations in connection with a trade we may do one or more of the following:

- a. require you to pay our Costs resulting from your failure to meet your obligations (these Costs may include the costs of purchasing Securities to meet your obligations, any brokerage, GST, administration costs or fail fees imposed by the operator of the market on which your trade was executed);

- b. sell any Financial Products recorded in your Trading Account and/or apply the proceeds of any sale to meet your outstanding payment obligations;
- c. purchase, borrow or otherwise obtain, at your risk and expense, the required number of Financial Products to meet your obligations;
- d. refuse any order to withdraw funds from your Cash Investment Account or to transfer Financial Products;
- e. debit any unpaid amounts from your Cash Investment Account;
- f. charge you interest at the Overdue Rate on any unpaid amounts until we receive payment from you;
- g. cease providing Services to you;
- h. take any other action required or authorised by the Rules or these terms and conditions; or
- i. take any other action or refrain from taking any action that we consider reasonable in the circumstances.

## 8. Cash Investment Account

### 8.1 When you need a Cash Investment Account

You must have a Cash Investment Account for meeting your payment obligations in connection with the Services.

### 8.2 Cash Investment Account

Your Cash Investment Account is an account we open for that purpose and has the following features:

- a. the Cash Investment Account will be opened in our name as trustee for you;
- b. you can only withdraw or transfer funds from the Cash Investment Account by giving orders to us;
- c. we may refuse your orders to withdraw funds from the Cash Investment Account:
  - i. if it would result in the Cash Investment Account having a debit (or negative) balance;
  - ii. if the funds are or will be required to meet your obligations under these terms and conditions;
  - iii. in the circumstances set out in these terms and conditions; or
  - iv. for any other reason we determine;
- d. interest accrues on any positive balance in the account at the rate set out on our Website (this rate may change). Interest is calculated daily and credited to your Cash Investment Account monthly;
- e. any change to our fees will be notified to you by a notice on our Website and will apply 30 days after the notice is first posted;
- f. we will notify you of a change to the interest rate by a notice on our Website. The new interest rate will apply the next Business Day after the notice is posted;
- g. we will provide you with a statement every 6 months on the anniversary of opening your Cash Investment Account. The bank statement will be sent to the postal address, unless you agree otherwise;

If you have not used your Cash Investment Account and your Trading Account for a period of 7 years, we may:

- h. close both your Trading Account and your Cash Investment Account without giving you further notice; and
- i. if the funds in your Cash Investment Account are \$500 or more, transfer it to the Federal Government as unclaimed money in line with our obligations under the Banking Act 1959.

If, on any day, your Cash Investment Account has a debit (or negative) balance, you must:

- j. ensure that your Cash Investment Account is returned to a positive balance immediately. You acknowledge that we may take any action we consider appropriate to ensure that this happens including selling Financial Products recorded in your Trading Account or closing your Cash Investment Account; and
- k. pay interest on the amount of the debit balance at the Overdue Rate.

### 8.3 Authority to debit and credit your Cash Investment Account

You authorise us to:

- a. debit any amounts owing to us, or credit any amounts we owe you, under these terms and conditions to the Cash Investment Account; and
- b. access information about your account from the account provider.

### 8.4 Distributions credited to your Cash Investment Account

Where you have established a Trading Account through Grow we will automatically provide details of your Cash Investment Account to share registries to enable automatic crediting of distributions. If you wish to have distributions credited to a different account, you may do this by contacting the relevant share registry.

## 9. Grow by ANZ Acknowledgements

You acknowledge that:

- a. the services and features available through the Share Investments module of Grow differ from those available on our other trading platforms and that not all Services can be accessed in Grow. You understand and acknowledge that these differences are explained in Grow and that it is your responsibility to make yourself aware of them. If you want or require Services not available in Grow, you may access them through our other trading platforms. You agree that we will not be liable for any Services not being available through Grow;
- b. you can only access or use Grow through a Registered Device;
- c. you can only access or use one Trading Account through Grow at any particular time. If you have more than one Trading Account with us in your name, Grow will display the Trading Account with the highest available cash balance in its Cash Investment Account and you will only be able to access, view, trade or in anyway deal with that Trading Account. This means you would not be

able to buy, or sell using another Trading Account using Grow. To access any other Trading Account through Grow, you must transfer sufficient funds to the Cash Investment Account linked to that Trading Account such that it has the highest available cash balance in its Cash Investment Account. The next time you log into Grow, Grow will display the Trading Account with the highest available cash balance in its Cash Investment Account. If you need to trade on a Trading Account that is not being displayed on Grow, you should use one of our other trading platforms or contact our client service consultants;

- d. Your order will be executed at the price available on a Relevant Market (subject to any limit which you have imposed) which may differ from the price at which the Financial Products were trading when you entered your order. Your order may not be completed in whole or in part if there are not sufficient buyers (if you are selling) or sellers (if you are buying) at your order price;
- e. Where you submit a "Simple" or an "At Market" order, your order will be placed into market at a limit price that is determined with reference to the last price the shares traded at; and
- f. As Grow is linked to a Registered Device:
  - i. it does not support the appointment a third party or Authorised Person to access your Trading Account through Grow;
  - ii. it is not possible to open, or access:
    - A. an investment lending account or any account where the Securities held within your Trading Account are provided as security for a loan;
    - B. a joint account;
    - C. a company account;
    - D. a trust account; or
    - E. superannuation account (including for a self managed super fund).

## 10. CHES Sponsorship Terms (CHES Sponsorship Agreement)

### 10.1 Explanation of CHES Sponsorship Terms

We are admitted as a participant in CHES and these terms and conditions set out the basis on which we will sponsor your CHES Financial Products.

CHES is a system of electronic registration of shareholders in listed companies. Under CHES there are no share certificates and transfers of securities are made electronically.

Only persons admitted as participants have access to CHES. This means that to have your CHES Financial Products registered in CHES you must be sponsored by a participant.

The CHES Sponsorship Terms contain the standard sponsorship provisions required by the Settlement Rules of ASX Settlement (one of the bodies responsible for the operation of CHES).

The CHES Sponsorship Terms also contain special provisions to better protect us if you do not meet your obligations under these terms and conditions.

If you have any queries about the CHES Sponsorship Terms, or you do not understand any of the CHES Sponsorship Terms, please contact us before you apply.

These CHES Sponsorship Terms apply only in relation to CHES Financial Products.

### 10.2 CHES Sponsorship Terms

You acknowledge that:

- a. we have provided you with an explanation of the effect of the CHES Sponsorship Terms;
- b. you have read and understood the CHES Sponsorship Terms and our explanation of the effect of the CHES Sponsorship Terms; and
- c. by submitting the Application, you are taken to have expressly ordered us not to provide you with an executed copy of the CHES Sponsorship Terms (although you may ask us to provide you with a copy).

### 10.3 Our appointment as your Sponsoring Participant

You appoint us as your Sponsoring Participant for the SIL Sponsored Holding on the basis described in these CHES Sponsorship Terms unless you have a third party CHES sponsor approved by us.

### 10.4 What we may do as your Sponsoring Participant

Subject to Settlement Rule 7.4, you irrevocably authorise and direct us:

- a. to act on any orders that you give us in relation to your SIL Sponsored Holding;
- b. to use your SIL Sponsored Holding to meet your obligations under any order to buy or sell CHES Financial Products that we have executed for you;
- c. not to transfer CHES Financial Products into your SIL Sponsored Holding until you have paid us for those CHES Financial Products;
- d. to take any action that we are authorised or required to take under the Rules or these terms and conditions in connection with the SIL Sponsored Holding. This action may include exercising a power of sale in respect of CHES Financial Products in your SIL Sponsored Holding, including in the circumstances set out in clause 7; and
- e. to take any other action that is reasonably required to give effect to your orders or our rights in connection with these terms and conditions.

We will not initiate a transfer or conversion into or out of your SIL Sponsored Holding without your express authority. You are deemed to have given us express authority to initiate a transfer or conversion in the circumstances described in (a), (b), (d) and (e) above.

### 10.5 Acting on your orders

We will initiate any transfer, conversion or action necessary to give effect to your orders within 2 Business Days of receiving the orders except in the following circumstances:

When we may not act on your orders	What we will do
If your order is incomplete.	We may refuse to comply with your orders.
If we acted on your orders there would be insufficient CHES Financial Products in your SIL Sponsored Holding to meet your obligations under an order executed, or to be executed, by us for you.	We may refuse to comply with your orders to the extent necessary to ensure that there are sufficient CHES Financial Products in your SIL Sponsored Holding to meet your obligations under that order.
If you have not paid an amount owing under these terms and conditions.	We may refuse to comply with your orders to the extent necessary to retain CHES Financial Products with a value equal to 120% of the amount owing.
If there is a Subposition over any CHES Financial Products in your SIL Sponsored Holding.	Your right to deal with those CHES Financial Products is restricted in accordance with the terms of the Settlement Rules relating to Subpositions.
If the Settlement Rules require us not to act on your order or your order would cause us to breach the Rules or any law.	We will act in accordance with the Rules or relevant law.

### 10.6 Section 9 transfers

If we effect a transfer under section 9 of the Settlement Rules then you may not assert or claim against ASX Settlement or the relevant Issuer that the transfer was not effected by us or that we were not authorised to effect the transfer.

### 10.7 What happens if you die or become Bankrupt?

You acknowledge that:

- a. if you die or become Bankrupt you or your representative must immediately notify us and a Holder Record Lock will be applied to your SIL Sponsored Holding unless your legally appointed representative or trustee removes the CHES Financial Products in your SIL Sponsored Holding from CHES;
- b. if you die, these CHES Sponsorship Terms are deemed to remain in operation, in respect of the legally appointed representative authorised to administer your estate, for a period of up to three calendar months after the removal of the Holder Record Lock (unless your legally

appointed representative removes the CHES Financial Products in your SIL Sponsored Holding from CHES);

- c. if a joint Participant Sponsored Holder dies, all CHES Financial Products sponsored by us under the joint SIL Sponsored Holding will be transferred into new holdings under a new Holder Record in the name of the survivors (the CHES Sponsorship Terms remain valid for the new holdings under the new Holder Record); and
- d. if a joint Participant Sponsored Holder becomes Bankrupt, we may:
  - i. establish a new Holder Record in the name of the Bankrupt Participant Sponsored Holder, transfer the interest of the Bankrupt Participant Sponsored Holder into the new holdings under the new Holder Record and request that ASX Settlement apply a Holder Record Lock to all holdings under that Holder Record (unless the legally appointed representative authorised to administer the Bankrupt Participant Sponsored Holder's estate removes the CHES Financial Products in the SIL Sponsored Holding from CHES); and
  - ii. establish a new Holder Record in the name of the remaining joint Participant Sponsored Holders and transfer the interest of the remaining joint Participant Sponsored Holders into the new holdings under the new Holder Record.

#### 10.8 What happens if our participation in CHES is suspended?

If we are suspended from CHES then subject to our liquidator, receiver, administrator or trustee asserting an interest in the CHES Financial Products sponsored by us:

- a. you may, within 20 Business Days of ASX Settlement giving notice of our suspension, give notice to ASX Settlement requesting that it remove any CHES Financial Products that are sponsored by us from either CHES or our control to the control of another Sponsoring Participant in CHES; and
- b. if you do not give such a notice to ASX Settlement then ASX Settlement may change your Controlling Participant and you will be deemed to have entered into a new sponsorship agreement with that Sponsoring Participant on the same terms as the CHES Sponsorship Terms. The new Sponsoring Participant must enter into a sponsorship agreement with you within 10 Business Days of the change of Controlling Participant.

#### 10.9 When we can change your Sponsoring Participant

We may give you notice of our intention to change your Sponsoring Participant at least 20 Business Days before the date of the proposed change.

You are under no obligation to agree to a change of Sponsoring Participant and you may, within 20 Business Days of receiving the notice from us, terminate these CHES Sponsorship Terms in accordance with these terms and conditions.

If you do not terminate these CHES Sponsorship Terms:

- a. your new Sponsoring Participant will send you a notice confirming that they consent to act as your Sponsoring Participant; and
- b. our rights under these CHES Sponsorship Terms will be novated to the new Sponsoring Participant on the effective date set out in the notice or when you receive a notice from the new Sponsoring Participant consenting to act for you.

If you continue to use the Services after receiving the notice from us you will be taken to have consented to the novation of these CHES Sponsorship Terms.

These CHES Sponsorship Terms continue for our benefit in respect of any rights and obligations accruing before the notice is given.

To the extent that any law or provision of any agreement makes the novation under this clause not binding or effective, these CHES Sponsorship Terms continue for our benefit until such time as the novation is effective.

Nothing in this clause prevents the completion of transfers or conversions by us where the obligation to complete those transfers or conversions arose before notice was given and these CHES Sponsorship Terms will continue to apply to the completion of those transfers or conversions, notwithstanding the novation of these CHES Sponsorship Terms to the new sponsor.

#### 10.10 How you can lodge CHES Financial Products as cover for Exchange Traded Options

You may ask us for permission to lodge CHES Financial Products in your SIL Sponsored Holdings as cover for written positions in the Australian Options Market.

If we agree to allow you to lodge CHES Financial Products with ASX Clear you must execute additional documentation, and enter into further arrangements, satisfactory to us. The additional documentation will be in addition to and may amend these CHES Sponsorship Terms, and will comprise part of these CHES Sponsorship Terms.

#### 10.11 How the CHES Sponsorship Terms may be terminated

These CHES Sponsorship Terms terminate:

- a. on 20 Business Days' notice, by notice in writing from either you or us to the other;
- b. immediately if we become Insolvent;
- c. immediately if we are suspended from CHES or our rights under CHES are terminated; or
- d. if we give you notice of a change to your Sponsoring Participant, by you ordering us to transfer the CHES Financial Products sponsored by us out of your SIL Sponsored Holding, effective on such transfer.

## 10.12 When we can vary the CHESs Sponsorship Terms

We may vary these CHESs Sponsorship Terms:

- a. in accordance with these terms and conditions; or
- b. if any of the provisions in these CHESs Sponsorship Terms are inconsistent with the Rules, we may, by giving you not less than 7 Business Days written notice, vary these CHESs Sponsorship Terms to the extent which, in our reasonable opinion, is necessary to remove any inconsistency.

## 10.13 How you can make a complaint against us or make a claim for compensation

You may refer a complaint against us to any appropriate regulatory authority or other body, including ASX Settlement or the Financial Services Ombudsman.

If we breach any of the provisions of these CHESs Sponsorship Terms, you may refer that breach to any regulatory authority, including ASX Settlement.

In the circumstances specified under Part 7.5, Division 4 of the Corporations Regulations, you may make a claim on the National Guarantee Fund for compensation.

If you make a claim for compensation against us, our ability to satisfy that claim will depend on our financial circumstances.

## 10.14 About us

We hold an Australian financial services licence under the Corporations Act and are regulated by ASIC and by ASX Settlement. You can find out information about our status as a Participant from ASIC.

## 11. Fees, Commissions and Costs

### 11.1 Fees

You agree to pay Fees for the provision and use of the Services as specified in our FSG (which is available in the Learn More section of Grow) or on our Website or as otherwise notified to you in writing.

We may introduce new Fees, or change existing Fees, at any time. If we do so, we will give you at least 20 Business Days' notice before the introduction or change takes effect.

Where a Fee is stated to be exclusive of GST, you agree to pay us the GST amount.

### 11.2 Government charges

You must pay us an amount equal to any government charges and duties (however described) imposed on or in connection with the Services or these terms and conditions. These are payable whether or not you are primarily liable for them.

### 11.3 Costs

Everything that you do in connection with the Services or these terms and conditions or under any law must be done at your own expense. This applies even if it is something that we have asked you to do or is for our benefit.

You must pay or reimburse on demand:

- a. our Costs in connection with the Services or these terms and conditions;
- b. our Costs in connection with making searches and enquiries in connection with you, your property and any collateral;

- c. our Costs in connection with considering and giving consents, waivers, variations, discharges and releases and producing documents in connection with the Services or these terms and conditions;
- d. our Costs of exercising, enforcing or preserving rights, powers or remedies (or considering doing so) in connection with the Services or these terms and conditions; and
- e. stamp duty, registration and taxes or fees paid or payable, in connection with the Services or these terms and conditions (including any fines or penalties in connection with any of these amounts).

## 11.4 Authorisation

You authorise us to deduct or draw down all Fees, government charges and duties, Costs and other amounts specified in this clause from your Cash Investment Account. You authorise us to do anything necessary or desirable in order to exercise and enforce our entitlements to those amounts.

## 11.5 Passing on benefits

You consent to us passing on to others some or all of the Fees and any other amounts we receive in respect of you in connection with these terms and conditions, including to our representatives and our Related Bodies Corporate.

## 12. Disruption to Services

There may be disruptions to our Services during which a Service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. There may also be occasions where an error occurs in the processing of a transaction.

If there is a disruption or error that affects your access to a Service, we will:

- a. correct any incorrect entry which is made in your account as a result of a disruption or error; and
- b. adjust any Fees which have been applied as a result of that incorrect entry. You must reimburse us for any funds wrongly credited to your account as a result of disruption or error.

We may notify you if we are unable to provide you with all or some of the Services.

## 13. Termination

### 13.1 Services that may be terminated

One or more Services may be terminated by us or you in accordance with these terms and conditions.

If you or we terminate a Service (other than the Securities Service) we may still continue to provide you with other Services.

If the Securities Service is terminated:

- a. we will not provide you with any other Services under these terms and conditions;
- b. if you have an SIL Sponsored Holding, you must give us orders to transfer out your CHESs Financial Products to another Sponsored Holding otherwise we will transfer your holdings to issuer sponsorship; and

- c. if you have a Cash Investment Account, we may debit any outstanding amounts owing to us.

Termination of a Service does not affect any existing rights or obligations at termination.

### 13.2 Our general right to terminate the Services immediately

We can terminate one or more Services at any time without notice (subject to the Rules and any applicable law) if:

- a. you die;
- b. you become Bankrupt or Insolvent;
- c. you are in material breach of these terms and conditions;
- d. we have reasonable grounds to believe that if we continue to provide you with the Services we would:
  - i. breach the Corporations Act, the Rules, any Australian law or the law of another country; or
  - ii. be an accessory to a breach of the Corporations Act, the Rules, any Australian law or the law of another country; and/or
- e. we consider it necessary for any legitimate business, prudential or regulatory reason.

### 13.3 Termination of Services by notice

A Service may be terminated:

- a. by us providing you with at least 5 Business Days' notice; or
- b. by you providing us with 20 Business Days' notice.

## 14. Our liability to you

We are not liable to you for any liability, damages or loss arising from, or any Costs or expenses relating to, any of the following (except to the extent resulting from or caused by our fraud or dishonesty or our intentional or reckless breach of these terms and conditions):

- a. us acting, or refusing to act, on your orders or any order which appears to us to have been made by you or on your behalf;
- b. caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence;
- c. any error or omission in, or any non-receipt or invalidity of, your orders or any order which appears to us to have been made by you or on your behalf;
- d. any unauthorised order or any fraud or dishonesty of anyone other than us;
- e. any error or omission in a Contract Note or statement that you do not bring to our attention promptly following receipt of the Contract Note or statement;
- f. our compliance with a direction, request or requirement of any law, Rule, regulatory authority, market operator or clearing or settlement facility;
- g. any exercise or attempted exercise of, failure to exercise, or delay in exercising, a right, power or remedy under these terms and conditions;
- h. any loss sustained by you as a result of us taking action under these terms and conditions or your failure to meet your obligations;

- i. any loss, delay, destruction or mutilation of any form of oral, written or electronic message;
- j. any problems involving the relevant exchange, market operator or clearing or settlement facility or any failure of an exchange, including any error, omission, interruption, deletion, defect or delay in operation or transmission;
- k. any reliance by you on any research, information, advice or recommendation provided by a website, person or Service Provider;
- l. any act or omission of a Service Provider or of any person appointed by a Service Provider in connection with the role to be performed by the Service Provider;
- m. any omission, mistake, delay or interruption in providing the information on Grow or on our Website;
- n. market movements and any other risks associated with trading in Financial Products;
- o. any suspected or actual manipulative trading, including insider trading, false or misleading trading, market rigging or market manipulation;
- p. any failure by you to comply with these terms and conditions;
- q. any loss of an indirect, special or consequential kind;
- r. any other event or circumstance that we cannot reasonably control including:
  - i. any problems with your telecommunications services, internet service provider, internet or data access, computer hardware or software;
  - ii. any failure of electronic or mechanical equipment or communication lines; or
  - iii. any unauthorised access or labour problems; or
- s. any disruption to our Service.

The limitations in this clause apply even if the loss, damage, liability, Costs or expenses were reasonably foreseeable or we were advised of the possibility of the loss, damage, liability, Costs or expenses.

We do not exclude or limit the application of any legislation where to do so would contravene the legislation or cause any part of these terms and conditions to be void. Liability for a breach of any provision implied by law that cannot be excluded is limited to replacement of goods (in the case of goods) or resupply of services (in the case of services).

## 15. You indemnify us

You agree to indemnify us, each of our Related Bodies Corporate and the directors, officers and agents of us and them (indemnified parties) against any losses, liability, damages, costs or expenses:

- a. incurred by any indemnified party arising out of, or in connection with, a breach by you of any of your obligations under these terms and conditions or any incorrect or misleading representation or warranty given by you under these terms and conditions; or
- b. arising from any unauthorised orders or fraud, except to the extent arising from our fraud or dishonesty.

In this clause, "you" includes a person who we reasonably believe to be you.

## 16. Important acknowledgements and representations from you

### 16.1 General

You represent and warrant that:

- a. the information contained in your Application is accurate, complete and truthful;
- b. you have the power to enter into and perform these terms and conditions and to comply with your obligations under them;
- c. you have in full force and effect the authorisations necessary for you to enter into these terms and conditions, to comply with your obligations and exercise your rights under them and to allow them to be enforced;
- d. your obligations under these terms and conditions are valid and binding and enforceable against you;
- e. these terms and conditions and your performance of your obligations under them do not contravene any law or regulation by which you are bound or cause a default under any agreement, undertaking or other obligation by which you are bound;
- f. you are not Insolvent;
- g. if you are an individual, you are at least 18 years old and an Australian or New Zealand resident; and
- h. you will not deal with Financial Products or use Services on behalf of third parties, unless you have disclosed to us that you are acting in the capacity as an intermediary.

You acknowledge that you must follow our instructions in connection with a Service and comply with all applicable laws and the Rules.

## 17. How do I maintain security over my Trading Account?

### 17.1 Security

You agree:

- a. to make reasonable efforts to maintain security over any mobile device through which you log on to Grow;
- b. to keep your PIN confidential and not:
  - i. disclose your PIN to another person;
  - ii. allow any other person to see you entering your PIN;
  - iii. record and carry your PIN with you (unless it is reasonably disguised);
  - iv. set your PIN so as to use:
    - A. your birth date;
    - B. an alphabetical code which is a recognisable part of your name;
    - C. sequential numbers (either ascending or descending), for example "1 2 3 4"; or
    - D. all of the same numbers;
- c. to change your PIN regularly;
- d. to comply with any security policies and procedures on our Website;

- e. that, where your PIN is used in conjunction with your Registered Device, we will assume that you are the person seeking access to our Services and we will provide access to those parts of Grow for which our clients are required to log on;
- f. that where a request is made through Grow to place an order, change your PIN, or transfer money from your Cash Investment Account, we can rely on that request without seeking any further confirmation from you. To change your address, including email address, you will need to contact our client service consultants;
- g. that, where a request, or contact, is made over the telephone with one of our client service consultants it is governed by the ANZ Share Investing Trading Terms and Conditions;
- h. to immediately call our client service consultants if you discover that your PIN has become known to or used by another person. Following such a call, we will immediately reset your PIN; and
- i. that we reserve the right to disable your account if we have reason to believe that there has been a security breach on your account.

### 17.2 Indemnity

You indemnify us, our employees, contractors, agents and Related Bodies Corporate for any loss arising directly or indirectly out of:

- a. our effecting a request to place an order, change your PIN or transfer money from your Cash Investment Account and the request was received before you notified our client service consultants that your PIN had become known to or used by another person;
- b. your fraud or negligence; and
- c. a breach of these terms and conditions (including this clause).

### 17.3 Liability

We will be liable for any loss, damage, Costs or expenses arising directly out of:

- a. our effecting a request to place an order, change your PIN or transfer money from your Cash Investment Account if the request was received after you notified our client service consultants that your PIN had become known or used by another person; and/or
- b. fraud of our employees.

## 18. Can I give another person authority to act on my behalf?

### 18.1 Third party authority

You cannot establish third party access to your Trading Account through Grow.

## 19. Notices and communications

### 19.1 Notices and communications from you to us

Unless otherwise specified in these terms and conditions, notices and communications from you to us must be given through the Website or otherwise in the form we require from time to time.

Your notices and communications are effective from the time we in fact receive them, in legible form.

## 19.2 Notices and communications from us to you

Unless otherwise specified in these terms and conditions, we will send notices, communications, disclosure documents (including Financial Service Guides and Product Disclosure Statements), and any updates and supplements to the disclosure documents to you using the address, telephone number, email address or mobile phone number last notified, or via Grow. You authorise us to send notices, communications, disclosure documents (including Financial Service Guides and Product Disclosure Statements), and any updates and supplements to the disclosure documents to you electronically including by email, SMS or via Grow.

In some cases our notices and communications may be made by announcements in newspapers.

Unless otherwise specified in these terms and conditions, our notices and communications to you are effective:

- a. if delivered personally, at the time of delivery;
- b. if sent by post, 2 Business Days after posting;
- c. if sent by email or SMS, 4 hours after we send it unless we receive a delivery failure receipt; or
- d. if published in newspapers, at the time of publication or if posted on Grow, at the time of posting.

## 20. Recording of telephone conversations

You consent to us recording our telephone conversations with you. We may use the recorded conversations or transcripts in any dispute in connection with our Services. If there is a dispute between us you have the right to listen to any recording of those conversations.

## 21. Contract Notes and statements

### 21.1 If you think there is a mistake

Subject to any applicable law, you should retain all Contract Notes and statements, and you must check them for accuracy as soon as you receive them. You must report an apparent mistaken or unauthorised transaction, or a transaction that does not reflect your orders, to us as soon as possible. Unless otherwise specified in these terms and conditions, if you do not report such a transaction to us within 24 hours of us providing the Contract Note or statement, then we are entitled to treat the Contract Note or statement as correct.

### 21.2 Reversals

We may cancel, reverse or debit any payment we make in connection with our Services and make any corresponding adjustments to an account:

- a. to correct a mistake;
- b. if we have not received cleared and unconditional funds in full or promptly;
- c. if we are required to return the funds to the relevant payer or drawer; or
- d. if we have other reasonable grounds for doing so.

### 21.3 Our records

Unless there is an obvious mistake, our records of an order, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them.

You acknowledge that we may destroy, erase or otherwise cease to maintain any records as we consider appropriate after such time as permitted by law.

## 22. Intellectual Property

The information and products you can access at or through Grow contain Intellectual Property belonging to us or our Service Providers or other third party licensors. You accept that you do not acquire any right, title or interest in that Intellectual Property.

You must not, without our prior written approval:

- a. use information or products accessed at or through Grow for a purpose other than a personal, non-commercial use; or
- b. reproduce, republish, broadcast or otherwise distribute that information or those products.

## 23. Privacy

### 23.1 Privacy and confidentiality

We will collect and use information about you during the course of your relationship with us. We explain below when and how we may collect, use and disclose this information.

It is important that the information we hold about you is up to date. You must let us know when information you have provided us has changed.

### 23.2 Collection, use and disclosure of information

We may use and disclose the information we collect about you for the following purposes:

- a. to assist in providing information about a product or service;
- b. to consider your request for a product or service;
- c. to enable us to provide a product or service;
- d. to tell you about other products or services that may be of interest to you;
- e. to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- f. to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- g. to consider any concerns or complaints you raise against us and/or to manage any legal action involving us;
- h. to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- i. to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- j. as required by relevant laws, regulations, codes of practice and external payment systems.

### 23.3 Absence of relevant information

If you do not provide some or all of the information requested, we may be unable to provide you with a product or service.

### 23.4 Information required by law etc.

We may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (Personal Information) and why these laws require us to collect Personal Information are contained in our Privacy Policy and available on our Website.

### 23.5 Providing your information to others

We may provide your information to:

- a. any Related Body Corporate of us which may use the information to: carry out our functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- b. an organisation that is in an arrangement with us to jointly offer products and/or has an alliance with us to share information for marketing purposes (and any of its outsourced Service Providers or agents), to enable them or us to: provide you with products or services; and/or promote a product or service;
- c. any agent, contractor or Service Provider we engage to carry out or assist our functions and activities (for example, mailing houses or debt collection agencies);
- d. an organisation that assists us to identify, prevent or investigate fraud, unlawful activity or misconduct;
- e. regulatory bodies, Approved Market Operators, government agencies, law enforcement bodies and courts;
- f. other parties we are authorised or required by law or court/tribunal order to disclose information to;
- g. participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- h. other credit providers;
- i. mortgage insurers and any reinsurer of any such mortgage insurer;
- j. your guarantors (and intending guarantors) and any person who has provided security for your Loan;
- k. any person who introduces you to us;
- l. your referee(s);
- m. your employer;
- n. your joint borrower(s) or account holder(s); and
- o. your authorised agents; your executor, administrator or trustee in Bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you do not want us to tell you about products or services, phone us to withdraw your consent.

We may disclose information to recipients (including Service Providers and our Related Bodies Corporate) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in our Privacy Policy which is available on our Website.

### 23.6 Privacy Policy

Our Privacy Policy (available on our Website) contains information about:

- a. the circumstances in which we may collect Personal Information from other sources (including from a third party);
- b. how to access Personal Information and seek correction of Personal Information; and
- c. how you can raise concerns that we have breached the Privacy Act or an applicable code and how we will deal with those matters.

### 23.7 Collecting sensitive information

We will not collect sensitive information about you, such as information about your health, without your consent.

### 23.8 Personal Information you provide about someone else

If you give us Personal Information about someone else, please show them a copy of this clause so that they may understand the manner in which their Personal Information may be used or disclosed by us in connection with your dealings with us.

## 24. Anti-money laundering and sanctions

We may delay, block or refuse to process any transaction if we suspect that it:

- a. may breach any laws in any country;
- b. involves any person that is sanctioned or connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by Australia or any other country; or
- c. may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

We may give immediate notice to suspend or terminate the Services without incurring any liability.

You must provide us with all information and documentation we reasonably require in order to:

- d. confirm your identity;
- e. manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk; and
- f. to comply with any laws in Australia or any other country.

You authorise the use and disclosure of any information provided by you to us or concerning you to:

- g. any law enforcement, regulatory agency or court if required by law; and
- h. to any external agency we may use for electronic verification of your identity.

## 25. Your Tax File Number

Accounts earning interest in a tax year (such as your Cash Investment Account) may be subject to Tax File Number (TFN) legislation. You are not required by the law to provide your TFN or advise us that you are eligible for an exemption from providing your TFN. However, if you choose not to do so, we are required to deduct withholding tax from any interest earned unless you are in an exempt category. Withholding tax is calculated at the highest marginal tax rate plus the Medicare levy.

If you provide us with your TFN or exemption, you authorise us to share this information with ANZ, our Service Providers, the share registries where you hold Financial Products and the ASX and Chi.X for use in CHESS in order to manage your taxation affairs.

We will preserve the confidentiality of your TFN in accordance with the Privacy Act.

## 26. Payment

You must make payments under these terms and conditions:

- a. at the place and in the manner reasonably required by us;
- b. unless the contrary intention appears, by close of business local time in the place where payment is to be made;
- c. in the currency we ask or (if no request is made by us) in the currency in which the obligation is incurred; and
- d. in immediately available funds and without set-off, counter claim, condition or, unless required by law, deduction or withholding.

If a law requires you to deduct or withhold an amount from a payment to us in respect of taxes you must pay an additional amount to us so that after making the deduction or withholding we receive the amount we would have received if no deduction or withholding had been required.

## 27. Set-off

Except where prohibited by law, we may set off amounts owing by us to you against amounts owing by you to us.

## 28. Calculations

When we determine amounts under or in connection with these terms, we will make calculations to at least two decimal places, except in the case of shares or other securities, which may be rounded down to the nearest whole number at our discretion.

## 29. Variation

### 29.1 Our right to vary these terms and conditions

- a. We may, by giving you prior notice, change these terms and conditions. The change takes effect from the time such notice is effective.
- b. Without limiting paragraph (a), we may change these terms and conditions without prior notice if we consider it is appropriate for legitimate business, prudential or regulatory reasons.

## 29.2 Variations required by Approved Market Operator

An Approved Market Operator, ASX Clear or ASX Settlement may from time to time amend the minimum prescribed terms in relation to the Services provided under these terms and conditions.

If they do, and the amended terms are inconsistent with these terms and conditions or these terms and conditions do not contain a required provision, these terms and conditions will apply as if they included those amended terms.

We will provide you with a copy of the amended terms and conditions as soon as practicable after the amended terms are prescribed by an Approved Market Operator, ASX Clear or ASX Settlement.

## 30. Assignment

### 30.1 No assignment by you

You may not assign or transfer all or any part of your rights or obligations under these terms and conditions without our prior written consent.

### 30.2 Assignment or novation by us

Except where these terms and conditions provide otherwise, we may assign or transfer all or any part of our rights or obligations under these terms and conditions without your consent if we consider it is appropriate for legitimate business, prudential or regulatory reasons.

The assignment or transfer takes effect from when we notify you or from the date specified in the notice, whichever is later.

If we transfer an obligation, you agree to release us from that obligation from the time the transfer takes effect.

You must promptly execute any document, and do anything else, we reasonably require in order to give effect to this clause.

## 31. Effect of legislation

Any present or future legislation which varies our obligations in these terms and conditions, so as to adversely affect our rights, powers or remedies is excluded, except to the extent that its exclusion is prohibited by law.

## 32. Void or unenforceable terms

If a court or any other tribunal or authority finds any of these terms and conditions to be void or unenforceable, the remaining terms and conditions continue to apply.

This clause has no effect if it would alter the basic nature of these terms and conditions or is contrary to public policy.

## 33. Unfair contract terms

If any law relating to unfair contract terms would otherwise make a provision of these terms and conditions void, that provision is to be read down and construed as if it were varied, to the minimum extent necessary, so that the law does not make the provision void.

This clause applies before any other reading down or severance provision in these terms and conditions.

### 34. Exercise of discretions

We reserve the right not to accept an Application.

We may exercise a right, power or remedy under these terms and conditions in any way we consider appropriate, including by imposing conditions.

If we do not exercise a right, power or remedy fully or at a given time, we can still exercise it later.

We will act reasonably and be guided by our legitimate business interests in deciding whether and how to exercise any discretion we have under these terms and conditions.

Our rights, powers and remedies under these terms and conditions:

- a. are in addition to other rights and remedies given by law independently of these terms and conditions;
- b. do not merge with and are not adversely affected by any other Security Interest and may be executed independently or together with any rights or remedies including under any other Security Interest; and
- c. may be exercised even if this involves a conflict of duty or we have a personal interest in their exercise.

Our rights and remedies under these terms and conditions may be exercised by any of our authorised employees or any other persons we authorise.

### 35. Indemnities

Each indemnity in these terms and conditions is a separate, independent and continuing obligation and survives termination of these terms and conditions. It is not necessary for anyone to incur any expense or do anything else before enforcing it.

To the extent an indemnity is expressed to be for the benefit of an indemnified party other than us (a third party), we hold the rights of the third party under this indemnity as trustee for the third party and may enforce the indemnity on behalf of the third party or the third party may enforce the indemnity directly against you.

### 36. Governing law

The law in force in New South Wales governs these terms and conditions and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

### 37. Definitions

**ADI** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

**ANZ** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

**ANZ Share Investing Trading Terms and Conditions** means the agreement between you and us that governs access to, use of and contact with our other trading platforms and client service consultants.

The **ANZ Retail Index Rate** is the rate identified as such and published on ANZ's website and each week in the Australian Financial Review or, in the event that such rate is not published, any successor rate specified or on our Website or as otherwise notified to you in writing.

**Application** means your application for the Services.

**Approved Market** means:

- a. the ASX Market;
- b. the Chi-X Australia Market; and
- c. any other market that we determine is an Approved Market.

**Approved Market Operator** means the operator of an Approved Market.

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

**ASX** means the ASX Limited ACN 008 624 691.

**ASX BookBuild** is available on our Website and has the meaning given in the Rules. Currently not available on Grow.

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

**ASX Clear Operating Rules** means the operating rules and procedures of ASX Clear.

**ASX Operating Rules** means the operating rules and procedures of ASX.

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

**Australian Government Bonds** means a Government Bond Depository Interest over Exchange-traded Treasury Bonds or Exchange-traded Treasury Indexed Bonds. Currently not available on Grow.

**Australian Securities** includes the following securities that are able to be traded on an Approved Market:

- a. equities;
- b. exchange traded fund securities.

A complete list of the types of Australian Securities that you may trade on Grow or on our other trading platforms is available on request from us.

**Authorised Person** means a person authorised by you in writing and notified to us, as your representative for the purposes of the ANZ Share Investing Trading Terms and Conditions. Currently not available on Grow.

**Bankrupt** has the meaning it has in the Settlement Rules.

**Bid** has the meaning given in the *ASIC Market Integrity Rules (ASX Market) 2011*.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which ADIs are open for general banking business in Sydney and Melbourne.

**Cash Investment Account** means the account opened on your behalf in accordance with clause 8 of these terms and conditions (also referred to as your Settlement Account).

**CHESS** means the Clearing House Electronic Subregister System which is operated by ASX Settlement.

**CHESS Financial Product** means any Financial Product that can be held in CHESS.

**CHESS Sponsorship Terms** means the terms and conditions which describe the basis on which we will sponsor your CHESS Financial Products in CHESS.

**Chi-X** means Chi-X Australia Pty Ltd ACN 129 584 667.

**Clearing Participant** means a person admitted by ASX Clear as a participant under the ASX Clear Operating Rules.

**Client Service Consultants** means our dedicated call centre staff who assist you with your enquiries. They can be contacted by telephoning 1300 269 662, Monday to Friday, 8am – 8pm (Sydney time), or by emailing [service@anzshareinvesting.com](mailto:service@anzshareinvesting.com)

**Conditional Order** is available for orders placed on our Website and means an instruction to place an order when the Trigger is satisfied. Currently not available on Grow.

**Contract Note** means the confirmation note we send to you confirming that your trade has been executed.

**Corporate Action** means an event initiated by the issuer of Financial Products that:

- a. affects holdings of those Financial Products, for example a bonus issue; or
- b. results in holders of the Financial Products receiving cash, for example payment of a dividend or distribution.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Corporations Regulations** means the *Corporations Regulations 2001* (Cth).

**Costs** includes costs, charges and expenses including those in connection with legal advisers.

**Customer Registration Number** is the number that identifies you as an ANZ Internet Banking customer. This may be a nine digit number provided to you by an ANZ Customer Service Consultant. It may also be your 15 or 16 digit card number.

**Electronic Equipment** means any electronic equipment including an electronic terminal, computer, television, fax machine, telephone, tablet or mobile telephone.

**Exchange Traded Option** are available on our Website and means an options product that is able to be traded on an Approved Market. Currently not available on Grow.

**Fees** means our brokerage, fees, charges, commissions and taxes for the provision and use of the Services as specified in our FSG or on our Website or as otherwise notified to you in writing.

**Financial Products** means any product that is able to be traded on an Approved Market or a Nominated Market and includes Australian Securities and Exchange Traded Funds.

**FSG** means our current Financial Services Guide from time to time, including any current supplementary Financial Services Guide. A copy of our FSG is available on Grow and on our Website.

**Global Shares Service** is available on our Website and means the services provided by us in relation to International Securities under ANZ Share Investing Trading Terms and Conditions. Currently not available on Grow.

**Grow by ANZ Share Investments Terms and Conditions** means this agreement between you and us.

**GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**HIN Schedule** means the document provided by us to you (either before or after the date of the Application) listing the Holder Identification Number(s) for the SIL Sponsored Holdings.

**Holder Record** has the meaning it has in the Settlement Rules.

**Holder Record Lock** has the meaning it has in the Settlement Rules.

A person is **Insolvent** if:

- a. they are (or state that they are) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- b. they are in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to their property;
- c. they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by a secured party);
- d. an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 14 days), resolution passed, or any other action taken, in each case in connection with that person, in respect of any of (a), (b) or (c) above;
- e. they are taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- f. they are the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or they make a statement from which a secured party reasonably deduces it is so subject);
- g. they are otherwise unable to pay their debts when they fall due; or
- h. something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Intellectual Property** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Mandatory Corporate Action** means a Corporate Action in which participation is not discretionary and affects all holders of a security or class of security.

**Market Integrity Rules** means the Market Integrity Rules made by ASIC for each Approved Market and the ASIC Market Integrity Rules (Competition in Exchange Markets) 2011.

**Market Transaction** means a transaction in respect of Financial Products entered into on a trading platform or reported to an Approved Market Operator or an operator of a Nominated Market under the Rules.

**Messages** means notices sent by us to you which can be accessed by logging on to Grow.

**Nominated Market** means a market other than an Approved Market that is nominated by us from time to time as being a market on which we will accept orders. A list of Nominated Markets is available on our Website.

**our, us or we** means Share Investing Limited, ABN 93 078 174 973, AFSL No. 238277, its Related Bodies Corporate and its successors and assigns.

**Overdue Rate** means the ANZ Retail Index Rate plus a margin of 2% p.a.

**Participant Sponsored Holder** has the meaning it has in the Settlement Rules.

**Partly Paid Securities** has the meaning given in the ASX Operating Rules.

**Personal Information** has the meaning given in the Privacy Act.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Registered Device** means the eligible mobile device on which you have installed and activated Grow using your Customer Registration Number.

**Related Body Corporate** has the meaning given in the Corporations Act.

**Rules** means the Market Integrity Rules, the Settlement Rules, the ASX Clear Operating Rules, the ASX Listing Rules, and the operating rules of each Approved Market, and includes all procedures and appendices. In the case of a Nominated Market, "Rules" means all laws and other rules applicable to the operation of the Nominated Market and relevant clearing or settlement facility.

**Securities** means Australian Securities.

**Securities Service** means the services provided by us in relation to the execution, clearing and settlement of Australian Securities under these terms and conditions.

**Security Interest** has the meaning it has in the *Personal Property Securities Act 2009* (Cth).

**Service Provider** means each third party service provider whose services we use to provide the Services to you or any person appointed by us to fulfil certain of our obligations under these terms and conditions.

**Services** means the services we provide to you under these terms and conditions, or the services that can be provided on our other trading platforms under the ANZ Share Investing Trading Terms and Conditions, including, or in respect of, the following:

- a. Conditional Orders;
- b. Tax Tools and Smart Alerts;
- c. Warrants;
- d. Securities Service;
- e. Exchange Traded Options Service;
- f. Global Shares Service;
- g. ASX BookBuild;
- h. CHES Sponsorship (unless you have elected to be sponsored by a third party);
- i. Partly Paid Securities; and
- j. Cash Investment Account.

**Settlement Date** means the date described in the Contract Note by which an order is scheduled to settle. This is the date by which the seller is required to deliver the Financial Products, and by which the buyer is required to pay for the Financial Products, the subject of the order.

**Settlement Rules** means the Operating Rules and procedures of ASX Settlement.

**SIL Sponsored Holding** means the Sponsored Holding that has the Holder Identification Number(s) listed in the HIN Schedule and for which we act as your Sponsoring Participant.

**Smart Alerts** are available on our Website and means the service on described as such in the ANZ Share Investing Trading Terms and Conditions and on our Website. Currently not available on Grow.

**SMS** means short messaging service which you can receive through your mobile telephone.

**Sponsored Holding** means a holding of CHES Financial Products in CHES which may be sponsored by us or another person.

**Sponsoring Participant** has the meaning it has in the Settlement Rules.

**Tax Tools** are available on our Website and means the Tax Tools Service described in the ANZ Share Investing Trading Terms and Conditions and on our Website. Currently not available on Grow.

**Telephone Password** means a password made up of numbers and letters which you need to quote to obtain any Services from our client service consultants over the telephone.

**Trading Account** means the account that we use to record your holding of Financial Products under these terms and conditions and includes all Financial Products held in your SIL Sponsored Holding.

**Trading Participant** has the meaning given in the ASX Clear Operating Rules.

**Trading Password** means a password made up of numbers and letters which you need to place a trade through us using our Website.

**User ID** means the user identification number we provide to you to enable you to access our services.

**Voluntary Corporate Action** means a Corporate Action in respect of which you must elect to participate within a timeframe specified by the issuer or the appropriate share registry. Voluntary Corporate Actions may include partial take overs, share purchase plans, shareholder benefit plans and dividend reinvestment plans.

**Warrant** are available on our Website and have the meaning given in the ASX Operating Rules. Currently not available on Grow.

**Website** means the ANZ Share Investing website, which can be found at [anzshareinvesting.com](http://anzshareinvesting.com), or such other location as we nominate from time to time and includes the active trader platforms.

**Wholesale Client** has the meaning given in Chapter 7 of the Corporations Act.

**you** means the person identified as the client on the Application.

### 43. General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in these terms and conditions:

- a. the singular includes the plural and vice versa;
- b. a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);
- c. a reference to a document also includes any variation, replacement or novation of it;
- d. the meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or similar expressions;
- e. a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- f. a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- g. a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- h. a reference to "law" includes common law, principles of equity and legislation;
- i. a reference to any legislation or Rule includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- j. a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- k. an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- l. an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually;
- m. a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- n. a reference to anything (including an amount) is a reference to the whole and each part of it;
- o. a requirement for us to give you a notice or any other information in writing may be done by means of an electronic communication or by displaying information on our Website; and
- p. a reference to a time of day is a reference to Sydney time.