

**Halifax Investment Services**

# **CLIENT SERVICE AGREEMENT**

# CLIENT SERVICE AGREEMENT

**Unless you are an Exempt Wholesale Client,  
before Halifax Investment Services can assess your Client Service  
Agreement application you must read and acknowledge all the following  
documents found on Halifax website\***

**[www.halifax.com.au](http://www.halifax.com.au)**

- **Financial Services Guide (FSG)**
- **Product Disclosure Statement (PDS), Contracts For Difference and Foreign Exchange products**
- **Guide from (ASIC) can help you assess the risks of CFDs**

## **In circumstances where you wish to trade Australian Equity Options**

- **ASX Understanding Options Trading**
- **ASX Options Strategies**

## **Other documents that you can view for reference**

- **List of Futures Exchanges**
- **Trading Platform Notifications and Pop Ups**

\*If you need assistance a Halifax administration staff member can help you understand how to access the documentation on the website. Documents are on the tab “OPEN ACCOUNT” section on the home page.

# CLIENT SERVICE AGREEMENT

## IMPORTANT CLIENT ACCOUNT OPENING INFORMATION

**Your agreement with Halifax varies depending on the product you wish to trade, this agreement covers a range of different circumstances and products. Unless otherwise instructed all other information is relevant for all services provided by Halifax.**

**After reading and acknowledging the prescribed documents, we can then assess your application, when the following has been completed:**

- An Executed Client Service Agreement (CSA) either electronic signature or handwritten
- Identification and Verification documentation
- Provision of a third party guarantee/indemnity (if requested)

## IMPORTANT INFORMATION

- To ensure that email correspondence from Halifax is not blocked by your internet service provider, spam filter, virus software, etc., so as not to be viewed by you, you should regularly check for all the email correspondence from Halifax and ensure that your email address is current and active.
- In entering into Transactions you take credit risk on Halifax. You should carefully consider Halifax's financial condition and reputation before investing.
- You should take all reasonable steps to fully understand the risks and outcomes of trades and strategies.
- We recommend that you seek independent advice to ascertain whether entry into this agreement and the various transactions contemplated by it, are appropriate and suitable for your financial needs, objectives and circumstances.

**If you have any questions please contact the General Manager of Halifax.**

# CLIENT SERVICE AGREEMENT

## DETAILS

Parties	<b>Halifax, Client and Guarantor</b>	
<b>Halifax (otherwise referred to as "we" or "us")</b>	Name ABN Address	<b>Halifax Investment Services Pty Ltd</b> 52 096 980 522 Governor Phillip Tower Level 49, 1 Farrer Place Sydney NSW 2000, Australia
<b>Client (otherwise referred to as "you")</b>	Name	<b>The person named as the Client in the Client Details Form</b>
<b>Guarantor</b>	Name	<b>Each person named as a Guarantor in the Client Details Form</b>
<b>Governing law</b>	New South Wales	
<b>Recitals</b>	The Client wishes to engage, or to confirm its previous engagement of, Halifax to deal in financial products in accordance with the terms and conditions contained in this Agreement.	

# CLIENT SERVICE AGREEMENT

## GENERAL TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 DEFINITIONS

The following definitions apply, unless the context requires otherwise:

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

**ASX** means ASX Limited, or a financial market operated by it, as applicable.

**Agency Transaction** means a Transaction under which Halifax facilitates the Client's instruction of an acquisition or disposal of a Quoted Financial Product through a third party broker. For clarity, Halifax will not be a party to such a Transaction and will not hold any legal or beneficial interest in any Financial Product in respect of such Transaction on trust for the Client.

**Agreement** means this client service agreement and any schedules or other documents annexed or incorporated by reference.

**Authorised Officer** means, in relation to Halifax, any secretary or director of Halifax and any person acting in those offices or authorised by them.

**Authorised Representative** means a person authorised by the Client, or held out by the Client as being authorised, to give instructions to Halifax on behalf of the Client.

**Broker** in respect of an Agency Transaction, means the broker or other participant through which the relevant Agency Transaction is executed, as specified in the Order.

**Business Day** means a weekday on which banks are open for business in Sydney, Australia.

**CFD Transaction** means any contract for difference Transaction between Halifax and the Client entered into under this Agreement.

**Client Details Form** is the form as named which is attached to or accompanies this Agreement or is in any other written form, by whatever name, as accepted by Halifax for providing details of the Client, including any later form supplementing or varying any earlier form.

**Close Out, Closed Out or Closing Out** means the act of terminating a Transaction by entering into an equal but opposite Transaction in accordance with this Agreement.

**Close Out Order** means an instruction to Halifax to Close Out a pre-existing Transaction at a pre-determined price.

**Contract** means any contract whether oral or written, for the purchase or sale of a Financial Product, entered into by the Client.

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

**Default Event** means each of the events referred to in clause 20.

**Electronic Trading Services** means any electronic services (together with any related software) including trading, direct market access order routing or information services that Halifax grants the Client access to or makes available to the Client either directly or through a third party service provider, and used by the Client to view information and/or enter into Transactions.

**Exempt Wholesale Client** has the meaning attributed to it in Schedule 1.

**Financial Product** includes securities, derivatives, deposit and payment products, foreign exchange, government securities and other financial investment products whether traded on an eligible exchange or over-the-counter, as those terms are defined in the applicable legislation or as used by market convention.

**FX Option Transaction** means any option contract to enter into an FX Transaction between Halifax and the Client entered into under this Agreement.

# CLIENT SERVICE AGREEMENT

**FX Transaction** means any foreign exchange Transaction between Halifax and the Client entered into under this Agreement, other than an FX Option Transaction.

**Governmental Agency** means a government or a governmental, semi-governmental or judicial entity or authority. It also includes a self-regulatory organisation established under statute or a stock exchange.

**Guarantor** means a person who provides a guarantee to Halifax in respect of the obligations of the Client under this Agreement on such terms as from time to time accepted by Halifax.

**Hedge Transaction** has the meaning attributed to it in Schedule 1.

**Loss** means any claim, loss (including indirect, consequential and economic loss and loss arising from or contributed to by any acts of negligence), liability, cost (including internal administrative expenses, court costs, interest costs (including interest on court orders for debts ("**judgment debts**")) and actual legal costs incurred or reasonably estimated by Halifax prior to being invoiced for those legal costs (in either case, on a solicitor/client basis) or other expense of any kind.

**Manifest Error** has the meaning attributed to it in clause 7.

**Margin** means the amount of money the Client is required to pay to Halifax to open and maintain a Transaction.

**Open** means a Transaction the Client has entered into with Halifax that has not been Closed Out.

**Operating Rules** means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in the execution or settlement of any financial product transaction or contract.

**Order** means any kind of order for a Financial Product, including orders to Open or Close Out a Transaction, as Halifax permits in writing from time to time.

**Privacy Statement** means the Halifax Privacy Statement which can be accessed from [www.halifax.com.au](http://www.halifax.com.au).

**Quoted** in respect of a Financial Product means quoted for trading on a stock exchange.

**Security Devices** means one or more user identification codes, digital certificates, passwords, authentication codes, or such other information or devices (electronic or otherwise) as may be provided or specified to the Client, to enable the Client's access to the Electronic Trading Services.

**System** means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable the Client to use an Electronic Trading Service.

**Tax** includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding that is levied or imposed by a Governmental Agency, and any related interest, penalty, charge, fee or other amount.

**Transaction** means each transaction entered into, or proposed to be entered into, by the Client under this Agreement.

# CLIENT SERVICE AGREEMENT

## 1.2 INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply, unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (d) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (e) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (f) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal representatives).
- (g) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (h) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (i) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (j) A reference to dollars and \$ is to Australian currency.
- (k) A reference to a right or obligation of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
- (l) All references to time are to Sydney, Australia time.
- (m) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

## 1.3 CONSENTS OR APPROVAL

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its discretion unless expressly provided otherwise.

## 1.4 DETERMINATION, STATEMENT AND CERTIFICATE CONCLUSIVE

Except where otherwise provided in this Agreement any determination, statement or certificate by Halifax or an Authorised Officer provided for in this Agreement is conclusive and binds the parties in the absence of manifest error.

# CLIENT SERVICE AGREEMENT

## 2. THIS AGREEMENT

- (a) This Agreement sets out the basis on which Halifax will enter into Transactions with the Client and governs each Transaction entered into or outstanding between the Client and Halifax on or after this Agreement comes into effect. Transactions under this Agreement carry a high level of risk and can result in losses that exceed the Client's investment. An explanation of some of the risks associated with Transactions is set out in the relevant Product Disclosure Statements and the Client should ensure the Client fully understands such risks before entering into this Agreement with Halifax.
- (b) Other than in respect of Agency Transactions, Halifax will act as principal and not as agent on the Client's behalf. The Client will Open each Transaction with Halifax as principal and not as agent for any undisclosed person. This means that unless Halifax has otherwise agreed in writing, Halifax will treat the Client as Halifax's client for all purposes and the Client will be directly and personally responsible for performing the Client's obligations under each Transaction entered into by the Client, whether the Client is dealing with Halifax directly or through an agent. If the Client acts in connection with or on behalf of someone else, whether or not the Client identifies that person to Halifax, Halifax will not accept that person as an indirect customer and Halifax will accept no obligation to them unless otherwise specifically agreed in writing.
- (c) The Client may authorise in writing any other person (each an Authorised Representative) to give instructions (by means permitted by Halifax) on its behalf and Halifax is entitled to act upon instructions which are or appear to be from the Client or any Authorised Representative. It is the Client's responsibility to notify Halifax in writing immediately if there is any change to the details of the Authorised Representative.
- (d) The Client acknowledges that Halifax must be able to contact the Client at all times and agrees that either it or an Authorised Representative will be available at all times for this purpose on the telephone numbers detailed in the Client Details Form or such other numbers as may be communicated to Halifax from time to time.
- (e) The Client is responsible for all orders, and for the accuracy of information, sent via telephonic or electronic means using the Client's name, password or any other personal identification means implemented to identify the Client.
- (f) The Client will take all reasonable steps to deliver information or documentation to Halifax, or cause information or documentation to be delivered to Halifax concerning any Transactions which are requested by a person having a right to request such information or document. Halifax is authorised to produce the information or document to the person making the request.
- (g) The Client agrees to keep all passwords secret and ensure that third parties do not obtain access to the Client's trading facilities.
- (h) Mere transmission of an instruction by the Client does not constitute a binding contract with Halifax until it has been confirmed by Halifax using a trade confirmation or contract note. Halifax reserves the right to not fill any order or Transaction request.

# CLIENT SERVICE AGREEMENT

## 3. AGENCY TRANSACTIONS

- (a) The Client acknowledges that Halifax is not an ASX participant nor is it a participant of any other stock exchange. Any Agency Transaction entered into by the Client will be arranged by Halifax as agent for the Client, through a third party Broker. Halifax takes no responsibility for the performance by the Broker of the Broker's obligations in respect of any Transaction. Halifax will not hold any financial products on trust for the Client. Halifax's Australian financial services licence does not authorise it to provide custodial or depository financial services. Financial Products acquired on behalf of the Client will be held either in the Client's name, or in the name of the relevant Broker (or its custodian), on behalf of the Client. The terms of the agreement with a relevant Broker is available from Halifax by request. The Client should carefully review their terms as they will govern the Client's rights and obligations in respect of Agency Transactions made through the Broker. Halifax will have no responsibility for the Client's obligations to settle any Agency Transaction.
- (b) For each Agency Transaction, the Client appoints Halifax as the Client's agent to:
  - (i) arrange, through the relevant Broker, a transaction in the Financial Products on behalf of the Client pursuant to the instructions of the Client, or otherwise in accordance with the terms of this Agreement; and
  - (ii) do all things reasonably necessary to perform this function and all things reasonably incidental to the performance of this function.

## 4. CLIENT ACKNOWLEDGEMENTS

The Client acknowledges to and agrees with Halifax that:

- (a) all Transactions are at the Client's risk and the Client agrees to ratify all Agency Transactions entered into or arranged by Halifax on the Client's behalf;
- (b) Halifax may deal or arrange for third parties to deal on behalf of the Client in Financial Products;
- (c) Halifax may from time to time delegate any or all of its obligations, powers and discretions to any one or more or all of its Authorised Officers, employees or agents;
- (d) Halifax may utilise the execution, clearing and settlement services of appropriately licensed third parties on behalf of the Client in order to provide the services detailed in this Agreement and in that case the Client will be bound by the terms of service of the third party, including agreements with Brokers;
- (e) dealings in Financial Products may create an obligation to give or take delivery or make a cash adjustment in accordance with the terms of the relevant Transaction;
- (f) Halifax may act as principal in respect of the Financial Products traded by Halifax regardless of whether Halifax is acting on the Client's instructions or not;
- (g) Halifax may have a material interest in a Transaction with or for the Client. Halifax may effect or arrange for the effecting of a Transaction with the Client or on the Client's behalf, in connection with which Halifax may have other direct or indirect material interests;
- (h) Halifax may pay to and accept from third parties (and not be liable to account to the Client) benefits, commissions or remunerations which are paid or received as a result of Transactions conducted by the Client;
- (i) Halifax may execute Hedge Transactions prior to (ie in anticipation of) or following receipt from the Client of a request, or information concerning a contemplated request, to Open or Close a Transaction in order to manage Halifax's risk in relation to Transaction(s) the Client is entering into or contemplating, all of which may impact on the price the Client pays or receives in relation to such Transaction(s) and any profits generated by such hedging may be retained by Halifax without reference to the Client;
- (j) Halifax may match the Client's Transaction with that of another client by acting on its behalf as well as the Client's;

# CLIENT SERVICE AGREEMENT

- (k) Halifax may deal in the underlying market to which the Client's Transactions relate as principal for its own account or that of someone else;
- (l) Halifax, or an affiliate, may give investment advice or provide other services to another client about or concerning the underlying market in relation to which the Client enters into a Transaction;
- (m) the Client consents to Halifax either knowingly or unknowingly taking the opposite side to the Client in relation to any of the Financial Products without having to account to the Client in any way for any benefits arising from those other transactions or services;
- (n) subject to applicable legal requirements, the Client agrees and acknowledges that Halifax's Authorised Officers, employees and agents may and can deal on their own account without having to account to the Client in any way for any benefits arising from those other transactions or services;
- (o) Halifax conducts a business of dealing in and issuing Financial Products for or with other clients, and may do this for a number of clients simultaneously on different terms;
- (p) Halifax reserves the right, at its sole discretion and without notice or explanation, to refuse an Order to deal on behalf of or with the Client in relation to any Financial Product (including Closing Out existing Open Transactions held in the Account on behalf of the Client) or to limit the number of Open Transactions held on behalf of or with the Client or both despite any risk or Loss to the Client. Halifax will inform the Client of any refusal at the time the Client places the Order or as soon as possible thereafter;
- (q) when, in dealing in the Financial Products on behalf of the Client, Halifax needs to buy or sell foreign currency, Halifax may use the available exchange rate it selects at the relevant time;
- (r) the Client:
  - (i) may not rely on any communication (written or oral) of Halifax as financial product advice or other investment advice or as a recommendation to enter into any Transaction unless and to the extent Halifax expressly states that it is providing advice;
  - (ii) may not consider the information and explanations relating to the terms and conditions of a Transaction or market condition to be financial product advice or other investment advice on, or a recommendation to enter into, any Transaction unless and to the extent Halifax expressly states that it is providing advice; and
  - (iii) no communication (written or oral) received from Halifax will be taken as an assurance or guarantee as to the expected results of any Transaction;
- (s) Halifax is not responsible for the accuracy, completeness or currency of any information or data provided to the Client (including the sequence of trades) and that if the Client relies on that information or data it does so at its own risk.

## 5. CFD TRANSACTIONS, FX TRANSACTIONS AND FX OPTION TRANSACTIONS

CFD Transactions, FX Transactions and FX Option Transactions will be governed by the provisions in Schedule 1, in addition to the other provisions of this Agreement. To the extent of any inconsistency between the provisions of Schedule 1 and the other provisions of this Agreement, Schedule 1 prevails in respect of CFD Transactions, FX Transactions and FX Option Transactions.

# CLIENT SERVICE AGREEMENT

## 6. ELECTRONIC TRANSACTIONS

- (a) The Client represents and warrants that they are aware of all applicable laws and regulations that apply to Electronic Trading Services that the Client uses and that the Client's use of the Electronic Trading Services will comply with all applicable laws and regulations and this Agreement as amended from time to time.
- (b) Halifax has no obligation to accept, or to execute or cancel, all or any part of a Transaction that the Client seeks to execute or cancel through an Electronic Trading Service. Without limitation of the foregoing, Halifax has no responsibility for transmissions that are inaccurate or not received by Halifax, and Halifax may execute any Transaction on the terms actually received by Halifax.
- (c) The Client authorises Halifax to act on any instruction given or appearing to be given by the Client using the Security Devices and received by Halifax in relation to any Electronic Trading Service the Client uses ("Instruction"). Halifax is not obliged to act on any Instruction, or to execute or otherwise enter into any particular Transaction, and need not give any reasons for declining to do so. Unless Halifax agrees otherwise with the Client, the Client will have no right to amend or revoke an Instruction once received by Halifax. The Client will be responsible for the genuineness and accuracy, both as to content and form, of any Instruction received by Halifax. The Client acknowledges that in the event of Manifestly Erroneous prices or volumes Halifax will have a right to void the Transaction and such a Transaction will not be binding on Halifax.
- (d) The Client acknowledges that Halifax has the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Electronic Trading Service, or the Client's access to any Electronic Trading Service, to change the nature, composition or availability of any Electronic Trading Service, or to change the limits Halifax sets on the trading the Client may conduct through any Electronic Trading Service.
- (e) All prices shown on any Electronic Trading Service are indicative and are subject to constant change.
- (f) Use of any high speed or automated mass data entry system with any Electronic Trading Service will only be permitted with Halifax's prior written consent.
- (g) In respect of a direct market access system to any stock exchange in respect of which the Client may submit orders or receive information or data using the Electronic Trading Service, the Client grants Halifax the right, at any time or times, on reasonable notice (which, in certain circumstances, may be immediate) to enter (or to instruct Halifax's or the Exchange's subcontractors or agents to enter) the Client's premises and inspect the Client's System but only where Halifax has a reasonable suspicion that the Client's System does not comply with the requirements notified by Halifax to the Client from time to time or where Halifax has a reasonable suspicion that the Client is not using the Electronic Trading Service in accordance with, and otherwise complying with, this Agreement and any requirements of any relevant Exchange or applicable laws.
- (h) Where Halifax grants the Client access to an Electronic Trading Service Halifax also grants the Client, for the term of this Agreement, a personal, limited, non-exclusive, revocable, non-transferable and non-sublicenseable licence to use the Electronic Trading Services pursuant to and in strict accordance with this Agreement. Halifax may provide certain portions of the Electronic Trading Services under license from third parties, and the Client will comply with any additional restrictions on the Client's usage that Halifax may communicate to the Client from time to time, or that are otherwise the subject of an agreement between the Client and such licensors.
- (i) Halifax provides the Electronic Trading Services to the Client only for its personal use and only for the purposes, and subject to the terms, of this Agreement. The Client may not sell, lease, or provide, directly or indirectly, the Electronic Trading Services or any portion of the Electronic Trading Services to any third party except as permitted by this Agreement. The Client acknowledges that all proprietary rights in the Electronic Trading Services are owned by Halifax or by any applicable third party service providers selected by Halifax providing Halifax with all or part of the Electronic Trading Services, or providing the Client with access to the Electronic Trading Services, or their respective licensors, and are protected under copyright, trademark and other intellectual property laws and other applicable law. The Client receives no copyright, intellectual property rights or other rights in or to the Electronic Trading Services, except those specifically set out in this Agreement. The Client will protect and not violate those proprietary rights in the Electronic Trading Services and honour and comply with Halifax's reasonable

# CLIENT SERVICE AGREEMENT

requests to protect its and its third party service providers' contractual, statutory and common law rights in the Electronic Trading Services. If the Client becomes aware of any violation of Halifax's or its third party service providers' proprietary rights in the Electronic Trading Services, the Client must notify Halifax in writing immediately.

- (j) With respect to any market data or other information that Halifax or any third party service provider provides to the Client in connection with its use of the Electronic Trading Services, (a) Halifax and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) Halifax and any such provider are not responsible or liable for any actions that the Client takes or does not take based on such data or information; (c) the Client will use such data or information solely for the purposes set out in this Agreement; (d) such data or information is proprietary to Halifax and any such provider and the Client will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable laws; (e) the Client will use such data or information solely in compliance with the applicable laws; and (f) the Client will pay such market data costs (if applicable, for direct market access for example) associated with its use of an Electronic Trading Service as Halifax informs the Client from time to time.

If the Client elects to receive live data feeds through a platform, Halifax may charge the Client fees in respect of such data arrangements that reflect the data fees (or equivalent charges) charged to Halifax by the stock exchange or other data providers.

- (k) In addition to the above, in respect of Exchange data that the Client elects to receive via the Electronic Trading Service, the Client agrees to any terms and conditions relating to the redistribution and use of such data as set out in Halifax's website.

## 7. MANIFEST ERROR

- (a) Halifax reserves the right to, without the Client's consent, either void from the outset or amend the terms of any Transaction containing or based on any error that Halifax reasonably believes to be obvious or palpable ("Manifest Error"). If, in Halifax's discretion, Halifax chooses to amend the terms of any such Transaction which contains or is based on a Manifest Error, the amended level will be such level as Halifax reasonably believes would have been fair at the time the Transaction was entered into. In deciding whether an error is a Manifest Error Halifax shall act reasonably and may take into account any relevant information including, the state of the underlying market at the time of the error or any error in, or lack of clarity of, any information source or pronouncement upon which Halifax bases its quoted prices. Any financial commitment that the Client has entered into or refrained from entering into in reliance on a Transaction with Halifax will not be taken into account in deciding whether or not there has been a Manifest Error.
- (b) In the absence of Halifax's fraud, wilful default or negligence, Halifax will not be liable to the Client for any loss, cost, claim, demand or expense following a Manifest Error (including where the Manifest Error is made by any information source, commentator or official on whom Halifax reasonably relies).

## 8. EXECUTION OF ORDERS

### 8.1 INSTRUCTIONS

To execute a Transaction with Halifax, the Client (or its Authorised Representative) may place an Order with Halifax in such manner as Halifax permits from time to time (including through Electronic Trading Services). Halifax will not be under any duty to Open or Close any Transaction or accept and act in accordance with any communication if Halifax reasonably believes that the person giving Instructions is not properly authorised to bind the Client. If Halifax has Opened a Transaction before coming to such a belief, Halifax may, at its absolute discretion, either Close such a Transaction at its then prevailing price or treat the Transaction as having been void from the outset. This clause will not be construed as placing Halifax under a duty to enquire about the authority of an agent who purports to represent the Client.

### 8.2 DISCRETION

Halifax is not obliged to execute a Transaction on behalf of, or with the Client, even if it has quoted a price for the Transaction and the Client has instructed Halifax to execute the Transaction at that price.

### 8.3 TIMING

Orders are not guaranteed to be executable at the specified level or amount, unless explicitly stated otherwise by Halifax.

### 8.4 CONFIRMATIONS

Halifax will provide the Client with a Transaction statement for each Opening and each Closing of a Transaction. It is the responsibility of the Client on receipt to check all statements carefully and to bring any errors or omissions to the attention of Halifax in writing within the time specified by Halifax or if not otherwise specified within 48 hours of receipt. In the absence of doing so, the statements will be deemed correct in all respects in the absence of manifest error. The Client must, notwithstanding any dispute, continue to satisfy the Client's obligation to make payments in accordance with the disputed confirmation or statement as if the details contained in that document are correct. Halifax will make any necessary adjustment after the dispute is settled. The failure by Halifax to issue a confirmation or statement in respect of a Transaction will not prejudice or invalidate the terms of that Transaction.

### 8.5 LIMITATIONS ON OPEN TRANSACTIONS

Halifax, in its absolute discretion, may limit the value of Open Transactions that the Client may have and may vary this limit at any time by notice to the Client:

- (a) beyond which if the Client wishes to enter into any further Transaction, the Client must seek and obtain credit approval from Halifax and comply with conditions set by Halifax; or
- (b) beyond which the Client may not enter into any further Transactions.

### 8.6 DEFAULT TREATMENT OF ORDERS

Orders placed with Halifax are effective for either the current trading session as determined by Halifax or are deemed to be given on a "good 'til cancelled basis" unless otherwise indicated by the Client and accepted by Halifax. The Client must confirm with Halifax the Financial Product in which the Client wishes to trade and its default time frame in which the Order is purged.

### 8.7 CONFIRMATIONS MAY COVER MULTIPLE TRANSACTIONS

If Halifax enters into multiple transactions in order to complete the Client's order, Halifax may (but need not) accumulate those transactions on a single confirmation and specify the volume weighted average price for those transactions on that confirmation.

## 9. DEPOSITS AND MARGIN

The Client agrees and acknowledges that:

- (a) it is the responsibility of the Client to maintain, monitor and to meet all Margin requirements, whether or not Halifax makes a Margin call to the Client and in particular the Client must comply with any Margin requirements for any Transactions by Electronic Trading Services whether or not any notice of margin calls is given by Halifax;
- (b) credit for payment for Margin requirements will not be given until received in cleared funds and processed by Halifax or its agents or service providers, which can be delayed for reasons outside the control or liability of Halifax, including by delays in processing payments outside of banking hours or trading hours on the relevant exchange or due to converting currencies;
- (c) Halifax may call the Client for a deposit or Margin and such calls may be for the payment of money, or if Halifax agrees, the lodgement of property in lieu of money, in such amount as determined by Halifax in its sole discretion, decides is prudent to help secure the Client's obligations;
- (d) the Client must comply with and meet all Margin requirements, whether or not called by Halifax, by paying the necessary sum or lodging the necessary property agreed within the time specified by the terms of trading or use of an Electronic Trading Services or otherwise, before 2:00pm on the next Business Day;
- (e) Halifax may, in its discretion, request the Client to make all Margin and deposit payments with respect to any Transactions directly to Halifax's agents, counterparties or service providers contracting with Halifax and Halifax agrees that any payments made by the Client to such person pursuant to such a request will satisfy the Client's obligation to make payments to Halifax;
- (f) liability for a deposit or Margin arises at the time the Transaction is executed irrespective of the time at which any call is made (if any), and such liability is not limited to the amount, if any, deposited with Halifax;
- (g) Halifax reserves the right whenever it deems appropriate to raise or lower the Margin or deposit requirements, which may apply to existing positions as well as to new positions; and
- (h) the Client remains personally responsible to pay any deficit owing to Halifax after Transaction is Close Out, and if the Client defaults or refuses such payment, Halifax may apply the cash or proceeds of disposal of any assets held by Halifax for the Client against that deficit and the Client remains liable to pay the remaining balance of the deficient plus the costs of any enforcement and accruing interest for overdue payments.

# CLIENT SERVICE AGREEMENT

## 10. COMMISSIONS, FEES AND EXPENSES

### 10.1 COMMISSIONS

- (a) The Client agrees to pay commission upon the execution of any Transaction at such rate as is determined by Halifax from time to time and communicated to the Client, as well as an amount equal to any other fee charged or levied on Halifax, or other expense incurred by Halifax, arising from any Transaction contemplated by this Agreement and communicated to the Client, whether Halifax is acting as agent or as principal. Without limitation, the Client agrees that for each Agency Transaction, Halifax will charge the Client a fee or commission at a rate notified by Halifax to the Client from time to time.
- (b) Halifax is entitled to receive and appropriate for its own use all fees, commissions and other benefits payable by third parties in connection with any Transactions contemplated by this Agreement.

### 10.2 EXPENSES

The Client agrees to pay to Halifax:

- (a) all amounts payable as a result of making or taking delivery or making cash adjustment in accordance with the terms of an exchange traded or over-the-counter Financial Product Transaction;
- (b) all Taxes, costs and expenses incurred by Halifax in connection with the implementation of any Transaction contemplated by this Agreement (other than Tax on the income of Halifax) or its rights or the rights of its Authorised Officers, employees and agents under this Agreement;
- (c) all Losses incurred by Halifax as a result of the Client's default under this Agreement; and
- (d) interest, in respect on any unpaid amount due under this Agreement, at a rate equal to five per cent per annum over the cash rate of the Reserve Bank of Australia. Such interest accrues and is calculated daily from the date payment was due until the date the Client pays in full and is compounded monthly.

### 10.3 GENERAL

- (a) Unless otherwise specified or permitted by this Agreement, any amount which is required to be paid by the Client or a Guarantor to Halifax is immediately due and payable, without further notice to the Client or the Guarantor, as the case may be. Any amount which is payable after notice to the Client or the Guarantor, as the case may be, is payable on demand by Halifax or on such other terms agreed by Halifax.
- (b) The Client authorises Halifax to appropriate, transfer, credit, apply or pay monies that are received by Halifax or held by Halifax on the Client's behalf in payment of any amounts which may be owing by the Client to Halifax or Halifax's agent in a Transaction effected on the Client's behalf or otherwise due under this Agreement (including payment for GST, commission, expenses, indemnified amounts and fees).
- (c) The manner in which Halifax credits or applies any money to a Client's account is at its reasonable discretion. Halifax will not be liable for any delay in crediting or applying the money into the Client's account.

# CLIENT SERVICE AGREEMENT

- (d) All payments by the Client under this Agreement are to be made without any setoff by the Client, counter claim or condition and without any deduction or withholding for any Tax or any other reason unless the deduction or withholding is required by applicable law. If:
- (i) the Client is required to make a deduction or withholding in respect of Tax from any payment to be made; or
  - (ii) if Halifax is required to pay any Tax in respect of any payment made in relation to this Agreement at the Client's request,
- then the Client:
- (iii) indemnifies Halifax against the Tax; and
  - (iv) agrees to pay to Halifax an additional amount to ensure Halifax receives a net amount (after payment of any Tax in respect of each additional amount) that is equal to the full amount Halifax would have received had a deduction or withholding or payment of Tax not been made.
- (e) The Client agrees and acknowledges that Halifax is entitled to keep, and will keep, any interest earned on any funds held in a trust account for the Client.

## 10.4 GST

- (a) If all or part of any payment made under this Agreement is the consideration for a Taxable Supply, the recipient must pay to the supplier additional consideration equal to the GST Amount. Such additional amount is to be paid on the earlier of:
- (i) the date of the first payment for the Taxable Supply; and
  - (ii) the date 5 Business Days after the date on which an invoice is issued for the Taxable Supply.
- (b) If under or in connection with this Agreement the Client or the Guarantor is required to reimburse or indemnify Halifax for an amount, the payer (as the case may be) must pay the relevant amount (including any sum in respect of GST) less any Input Tax Credit which Halifax determines (acting reasonably) that it is entitled to claim in respect of that amount.

**GST** means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charges.

**GST Amount** means in relation to a Taxable Supply the amount of GST for which the supplier is liable in respect of the Taxable Supply.

**GST Law** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999, and any regulation made under that Act.

**Input Tax Credit** has the meaning given to this term by the GST Law.

**Invoice** has the meaning given to this term by the GST Law.

**Taxable Supply** has the meaning given to this term by the GST Law.

# CLIENT SERVICE AGREEMENT

## 11. MARKET ABUSE

- (a) Halifax may hedge its liability to the Client by opening analogous positions with other institutions or in the underlying market. The result of Halifax's doing this is that when the Client Opens or Closes a Transaction relating to a share or other instrument with Halifax, the Client's Transactions can, through Halifax's hedging, exert a distorting influence on the underlying market for that instrument, in addition to the impact that it may have on Halifax's own prices. This creates a possibility of market abuse.
- (b) The Client represents and warrants to Halifax now, and agrees that each such representation and warranty is deemed repeated each time the Client Opens or Closes a Transaction, that:
  - (i) the Client will not Open and has not Opened a Transaction or Transactions with Halifax relating to a particular share price if to do so would result in the Client, or others with whom the Client is acting in concert together, having an exposure to the share price that is equal to or exceeds the amount of a declarable interest in the relevant company. For this purpose the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) on which the underlying share is listed;
  - (ii) the Client will not Open and has not Opened a Transaction with Halifax in connection with;
    - (A) a placing, issue, distribution or other analogous event; or
    - (B) an offer, take-over, merger or other analogous event, in which the Client is involved or otherwise interested; and
  - (iii) the Client will not Open and has not Opened a Transaction that contravenes applicable laws including laws against insider dealing or market manipulation.
- (c) If (a) the Client Opens any Transaction in breach of the representations and warranties given above, or (b) Halifax has reasonable grounds for suspecting that the Client has done so, Halifax may, at its absolute discretion and without being under any obligation to inform the Client of its reason for doing so, Close that Transaction and any other Transactions that the Client may have Open at the time and also, at Halifax's absolute discretion:
  - (i) enforce the Transaction or Transactions against the Client if it is a Transaction or Transactions under which the Client has incurred a loss; or
  - (ii) treat all the Client's Transactions Closed under this clause as void if they are Transactions under which the Client has secured a profit, unless and until the Client produces conclusive evidence that the Client has not, in fact, committed the breach of warranty and/or misrepresentation the suspicion of which was the ground for closing the Client's Transaction(s). If the Client does not produce such evidence within the period of six months from the date on which such Transaction was Opened, all such Transactions will be finally null and void as between the Client and Halifax.
- (d) The Client acknowledges that the Transactions in which the Client deals with Halifax are speculative investments and the Client agrees that the Client will not Open any Transactions with Halifax in connection with any corporate finance style activity.
- (e) The Client acknowledges that it would be improper for the Client to deal in the underlying market if the sole or predominant purpose of such a transaction was to impact on Halifax's bid or offer prices, and the Client agrees not to conduct any such transactions.

# CLIENT SERVICE AGREEMENT

## 12. FORCE MAJEURE EVENTS

- (a) Halifax may, in its reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"), in which case Halifax will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes the following:
  - (i) any act, event or occurrence (including any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in Halifax's opinion, prevents it from maintaining an orderly market in one or more of the Financial Products in respect of which Halifax ordinarily deals in Transactions;
  - (ii) the suspension or closure of any market or the abandonment or failure of any event on which Halifax bases, or to which Halifax in any way relates, its quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
  - (iii) the occurrence of an excessive movement in the level of any Transaction and/or the underlying market or Halifax's anticipation (acting reasonably) of the occurrence of such a movement;
  - (iv) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; and
  - (v) failure or anticipated failure of any relevant supplier, intermediate broker, agent or principal of Halifax, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self regulatory organisation, for any reason, to perform its obligations including as a result of its insolvency.
- (b) If Halifax determines that a Force Majeure Event exists, Halifax may, at its discretion, without notice and at any time, take one or more of the following steps:
  - (i) increase the Client's Margin requirements;
  - (ii) close all or any of the Client's Open Transactions at such Closing level as Halifax reasonably believes to be appropriate; or
  - (iii) suspend or modify for the duration of the force Majeure Event, the application of all or any of the terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for Halifax to comply with the terms.

## 13. DELIVERY

The Client agrees and acknowledges that where Halifax permits trading on Financial Products which allow the potential for settlement by delivery on the underlying commodity then:

- (a) all Open Transactions must be Closed Out before the obligation to deliver arises; and
- (b) Halifax is authorised by the Client to Close Out a position in the current month of a potential delivery by entering into a contract which is the opposite of the original position without notice at the discretion of Halifax.

## 14. POWER OF ATTORNEY

The Client irrevocably appoints severally Halifax and each Authorised Officer as the Client's agent and attorney with authority to execute and deliver all agreements and other documents and to do all things which Halifax may consider necessary or desirable to give effect to the Transactions contemplated by this Agreement, and in particular, in connection with, or incidental to any Agency Transaction.

# CLIENT SERVICE AGREEMENT

## 15. RISK DISCLOSURES

If the Client is not an Exempt Wholesale Client, the Client undertakes for the benefit of Halifax that prior to dealing in relation to any financial services or products, the Client has read all relevant Financial Services Guides, Product Disclosure Statements and other risk disclosure statements available to the Client for the financial services or products.

## 16. REPRESENTATIONS AND WARRANTIES

### 16.1 GENERAL

The Client and each Guarantor respectively represents and warrants to Halifax as at the date of this Agreement, and on a continuing basis throughout the term of this Agreement, that:

- (a) if it is a body corporate:
  - (i) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation; and
  - (ii) it has the power to execute and deliver this Agreement and enter into and perform the terms and the Transactions contemplated by this Agreement and has taken all actions necessary to authorise same;
- (b) if it is acting as a trustee of a trust:
  - (i) it has been validly appointed as trustee of the trust and is the sole trustee of the trust;
  - (ii) it has complied with its obligations and duties under the constituent documents of the trust and at law;
  - (iii) the constituent documents of the trust comply with all applicable laws;
  - (iv) it is empowered by the constituent documents of the trust to execute and deliver this Agreement and enter into and perform the Transactions contemplated by this Agreement and does so in its capacity as trustee of the trust;
  - (v) the trust has been validly created and has not been terminated, nor has any event for the vesting of the assets of the trust occurred;
  - (vi) it has the right to be indemnified out of, and lien over, the assets of the trust for all liabilities incurred by it under this Agreement, this right has not been limited in any way and it has no liability which may be set off against that right of indemnity; and
  - (vii) Halifax has the benefit of the trustee's rights of indemnity and lien referred to in paragraph (vi) and recourse to the assets of the trust to satisfy the liabilities of the Client under this Agreement;
- (c) in every case:
  - (i) unless otherwise disclosed in the Client Details Form, it has entered into this Agreement for its own account and not as agent or trustee for another person;
  - (ii) it has made and will make its own independent decision to enter into the Transactions contemplated by this Agreement and as to whether those Transaction are appropriate or proper for it based upon its own judgment and upon advice from such advisers (including legal and financial) as it considers necessary including a consideration of its financial position and objective;
  - (iii) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of each Transaction contemplated by this Agreement;
  - (iv) it is capable of assuming, and assumes the risks of all Transaction contemplated by this Agreement;
  - (v) this Agreement is binding upon it and enforceable against it in accordance with its terms (subject to applicable principles of equity and limitations on creditors' rights generally);
  - (vi) all information contained in the Client Details Form and any other information supplied to Halifax or its agents is complete and accurate;

# CLIENT SERVICE AGREEMENT

- (vii) it will provide Halifax, on request, such information regarding its trust financial and business affairs and identity as Halifax may reasonably require;
- (viii) its execution and delivery of this Agreement and entry into and performance of the Transactions contemplated by this Agreement does not violate any existing law, operative rule or regulation or any agreement or other document to which it is a party or which is binding on it or its assets;
- (ix) all Orders to be placed and all trading to be conducted under this Agreement are lawful; and
- (x) in order to facilitate the provision of investment advice or consideration of a potential determination, that upon receipt of any such request by Halifax, the Client will provide as soon as practicable, a summary of the Client's prior trading and investment activities.

## 16.2 ACKNOWLEDGEMENTS

The Client acknowledges that:

- (a) it consents to this Agreement being executed in the manner and form determined by Halifax;
- (b) it consents to this Agreement being given to it by means of electronic communication; and
- (c) this Agreement is made on these terms (as subsequently varied) at the time accepted by Halifax by whatever means it chooses (and for example need not be signed by or on behalf of Halifax in order for it to be binding on the Client and each Guarantor).

## 17. LIMITATION OF LIABILITY

- (a) None of Halifax and its Authorised Officers, employees or agents is responsible for any Loss arising or incurred directly or indirectly from any statement, opinion, representation or advice given by any of them to the Client.
- (b) The Client acknowledges and agrees that there are significant risks in trading through computer and telecommunications systems and agrees that none of Halifax and its Authorised Officers, employees or agents are responsible for any Loss caused or contributed to by:
  - (i) a delay in malfunction of, interruption to, fault in or inaccuracy of computer or telecommunication services;
  - (ii) inaccuracies or errors in the information conveyed through computer or telecommunication services; or
  - (iii) a variation to the way in which Orders placed with computer or telecommunication services are managed.
- (c) None of Halifax and its Authorised Officers, employees and agents are responsible for any Losses caused or contributed to by any delay or error in the transmission or execution of any Transaction contemplated by this Agreement that is caused by the Client or any third party, including but not limited to trading floor or exchange system operational failure or action, bank delay, postal delay, failure or delay of any fax or electronic transmission or delay caused by a Force Majeure Event.
- (d) No warranty is provided by Halifax or any of its Authorised Officers, employees and agents in relation to information or advice sourced from third parties, and all information or advice provided by Halifax to the Client is for the private use of the Client and is not to be communicated to any third party without the prior written consent of Halifax.
- (e) None of Halifax and its Authorised Officers, employees or agents is responsible for any Loss incurred by the Client as a result of:
  - (i) any delay in transmitting or failure to transmit funds caused by reasons beyond Halifax's control; or
  - (ii) Halifax's failure to timely execute Orders placed with it or to transact business or otherwise administer this Agreement in the manner contemplated for reasons beyond its control (including exchange control or other government restrictions, exchange or market rulings, suspension of trading, power failure, telecommunication or computer failure, strikes or war);

# CLIENT SERVICE AGREEMENT

- (iii) Halifax using, paying or depositing the Client's money or other property paid or delivered to Halifax as agent or as principal in connection with electronic trading platforms such that those moneys or other property are paid to, deposited with or otherwise transferred in any way to a trading counterparty or agent (including a custodian or intermediary broker or other intermediary which provides financial services or ancillary services) of Halifax, whether or not specifically disclosed to the Client (and whether Halifax or the trading counterparty acts as agent or as principal with respect to the other, or Halifax acts as agent for the Client);
- (iv) a Transaction whose specific limits of liability of Halifax or any of its agents are notified to the Client from time to time.

## 18. INDEMNITY

The Client indemnifies, and agrees to keep indemnified, Halifax and its Authorised Officers, employees and agents (for whom Halifax acts as agent for the purposes of taking the benefit of this indemnity and other clauses of this Agreement) from and against all Losses which they may sustain or incur in connection with:

- (a) any breach by the Client of any obligation under this Agreement;
- (b) Halifax entering into or Closing Out any Transaction contemplated by this Agreement or abandoning or exercising any right arising from a Transaction contemplated by this Agreement on behalf of or at the direction of the Client;
- (c) any Transaction contemplated by this Agreement being or becoming illegal or otherwise void or voidable; and
- (d) the occurrence of any Default Event or Halifax exercising any of its rights or powers upon such occurrence.

# CLIENT SERVICE AGREEMENT

## 19. GUARANTEE

### 19.1 GUARANTEE AND INDEMNITY

In consideration of Halifax entering into this Agreement at the request of each Guarantor, each Guarantor:

- (a) unconditionally and irrevocably guarantees to Halifax on demand the due and punctual performance by the Client of all its obligations under this Agreement; and
- (b) separately indemnifies Halifax against any Loss incurred directly or indirectly by Halifax in connection with any default or delay by the Client in performing any of its obligations under this Agreement or any other Default Event.

### 19.2 ACKNOWLEDGMENTS

Each Guarantor agrees that:

- (a) it is responsible for making itself aware of the financial position of the Client and seeking appropriate advice relating to its obligations under this Agreement;
- (b) except as expressly set out in this Agreement, it has not entered into its obligations under this clause as a result of or by reason of any promise, representation, warranty, inducement or information given to it or the Client or to any person on their respective behalf by or on behalf of Halifax;
- (c) Halifax may in its sole discretion choose to enforce this Agreement against any one or more persons who is a Guarantor or other provider of credit support to Halifax regarding the Client's obligations to Halifax;
- (d) it will do everything necessary requested by Halifax to discharge its obligations under this guarantee and indemnity;
- (e) whoever executes this document on behalf of the Guarantor has the power and authority to do so.

### 19.3 LIABILITY UNAFFECTED BY OTHER EVENTS

The liability of each Guarantor under this clause is not affected by any act, omission or thing which, but for this clause, might operate to release or discharge the Guarantor from any of its obligations (whether with or without the consent of the Guarantor).

This includes any of the following:

- (a) the grant to the Client or any other person of any time, waiver or other indulgence, or the discharge or release of the Client or any other person from any liability or obligation;
- (b) any Transaction or arrangement that may take place between Halifax and the Client or any other person;
- (c) the insolvency, bankruptcy or winding up of the Client or any other person;
- (d) the failure or omission or any delay by Halifax or the Client to notify the Guarantor of any default by the Client or any other person under this Agreement;
- (e) any legal limitation, disability, incapacity or other circumstances related to the Client or any other person; and
- (f) any modification or variation to this Agreement or the terms of any dealing between the Client and Halifax.

### 19.4 PRINCIPAL OBLIGATION

The Guarantor's obligation to Halifax is a principal obligation of each Guarantor and may not be treated as ancillary or collateral to any right or obligation.

# CLIENT SERVICE AGREEMENT

## 19.5 CONTINUING GUARANTEE AND INDEMNITY

The obligations of each Guarantor under this clause 19:

- (a) extend to cover the Agreement as amended, varied or replaced (whether with or without the consent of the Guarantor);
- (b) constitute a continuing guarantee and indemnity and, despite completion of any Transaction or revocation, discontinuance or discharge of any obligations of the Client under this Agreement, remain in full force and effect for so long as the Client has any liability or obligation to Halifax and until all of those liabilities or obligations are fully discharged.

## 19.6 NO WITHHOLDINGS

- (a) A Guarantor must make all payments due under this clause without deducting any Taxes, duties, levies, imposts, deductions, charges or withholdings.
- (b) If a Guarantor is compelled by law to deduct any Tax, duty, levy, impost, deduction, charge or withholding, it must pay to Halifax an additional amount equal to that deduction so that Halifax receives as a net sum the full amount payable before any such deduction or withholdings.

## 19.7 CURRENCY

All money that a Guarantor is liable to pay to Halifax under this clause is due and payable in the currency in which it is payable under this Agreement, free of any commissions and expenses relating to foreign currency conversion or any other charges or expenses.

## 19.8 NO SET OFF

A Guarantor may not set off, deduct or withhold any money that it is or may be liable to pay to Halifax under this clause against any money that Halifax is liable to pay to the Client or a Guarantor, whether under this Agreement or otherwise.

## 19.9 RESCISSION OF PAYMENT

If for any reason (including under any law relating to insolvency, bankruptcy, fiduciary obligations or the protection of creditors or as a result of the Client not having had the power to enter into all or part of this Agreement or any Transaction):

- (a) all or part of any Transaction of any nature (including any payment or transfer) that affects or relates in any way to the money that the Client or a Guarantor is or may be liable to pay to Halifax under this Agreement is void, set aside or voidable;
- (b) any claim that anything contemplated by paragraph (a) is so upheld, conceded or compromised; or
- (c) Halifax is required to return or repay any money or asset received by it under any Transaction or the equivalent in value of that money or asset,

Halifax will immediately become entitled against the Client and each Guarantor to all rights in respect of that money that it would have had if all or the relevant part of the Transaction or receipt had not taken place. Each Guarantor indemnifies Halifax against any resulting Loss that may be incurred directly or indirectly by Halifax. Unless Halifax expressly agrees otherwise, this obligation continues after completion of any Transactions or the revocation, discontinuance or discharge of this Agreement.

# CLIENT SERVICE AGREEMENT

## 20. DEFAULT

- (a) It is a Default Event, whether or not it is within the Client's control, if:
- (i) the Client fails to make a call for a deposit or Margin payment when required or make any other payment when due under this Agreement;
  - (ii) any information supplied or representation made by the Client or on the Client's behalf is or becomes incorrect or misleading in a material respect in the view of Halifax;
  - (iii) the Client fails in any respect fully and promptly to comply with any obligations owed to Halifax under this Agreement or otherwise or if any of the representations or information supplied by the Client are or become inaccurate or misleading in any material respect;
  - (iv) the value of the Client's Open Transactions exceeds the limit imposed by Halifax from time to time;
  - (v) Halifax is unable to contact the Client (and the Client has not made any or any adequate alternative contact arrangements) within the time specified by Halifax in order for Halifax to obtain instructions;
  - (vi) if the Client is a natural person, he or she dies or becomes of unsound mind or a bankruptcy notice is issued against the Client;
  - (vii) if the Client is a body corporate, a resolution is passed or a petition is presented or an order is made for the Client's winding up or liquidation or an administrator or receiver is appointed;
  - (viii) if the Client is a trustee, the trust is terminated or vests or a distribution of capital of the trust is made which would result in there being insufficient assets of the trust to meet the Client's liabilities under this Agreement;
  - (ix) the Client or any Guarantor suspends payment of its debts, makes any composition with its creditors, has a receiver appointed over some or all of its assets, takes or has any proceedings taken against it in bankruptcy or insolvency or takes or allows any steps to be taken for its liquidation or winding up (except for a solvent amalgamation or reconstruction approved by Halifax) or anything analogous to any of these events occurs to the Client;
  - (x) any guarantee, indemnity or security for the Client's obligations is withdrawn or becomes defective, insufficient or unenforceable in whole or in part;
  - (xi) Halifax determines that the Client or the Guarantor has repudiated its respective obligations under this Agreement other than by formal termination; or
  - (xii) it becomes or may become unlawful for Halifax to maintain or give effect to all or any of the obligations under this Agreement or otherwise to carry on its business or if Halifax or the Client is requested not to perform or to Close Out a Transaction (or any part thereof) by any Governmental Agency whether or not that request is legally binding.
- (b) Upon or at any time after a Default Event occurs, Halifax, without prejudice to any other rights it may have, may, in its absolute discretion and without notice to the Client, take any one or more of the following actions:
- (i) immediately terminate this Agreement;
  - (ii) Close Out or reduce the notional amount in respect of any or all of the Client's Transactions;
  - (iii) Close Out, exercise or abandon any option not yet exercised;
  - (iv) cover positions by entering into further contracts;
  - (v) cancel any outstanding Orders;
  - (vi) convert any amount owed by the Client to Halifax into Australian currency at any time on or after payment is due (until payment is received in full);
  - (vii) satisfy any obligation the Client may have to Halifax out of any property, money or security belonging to the Client in Halifax's custody or control, and enforce any such asset or security (at the Client's expense) held by Halifax in such manner as it deems appropriate, but to a maximum amount equal to all sums due or to become due to Halifax from the Client;
  - (viii) charge the Client with all of the costs, expenses and Losses incurred by Halifax as a result of entering into, or Closing Out Transactions pursuant to this Agreement; and
  - (ix) to take any such action a reasonably prudent person would take in the circumstances to protect the personal obligation incurred when dealing on behalf of the Client.
- (c) If the Client becomes aware of the occurrence of any Default Event, it must notify Halifax immediately.

# **CLIENT SERVICE AGREEMENT**

## **21. TERMINATION**

### **21.1 TERMINATION ON NOTICE**

This Agreement may also be terminated at any time by either party giving 10 Business Days' written notice to the other party. Either party may immediately terminate this Agreement on the insolvency or bankruptcy of the other party.

### **21.2 CONTINUING OBLIGATIONS**

Termination of this Agreement does not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of this Agreement.

## **22. TELEPHONE RECORDINGS**

The Client agrees that Halifax may electronically record all telephone conversations among Halifax, its Authorised Officers, the Client and Authorised representatives and that any of the electronic recordings may be submitted in evidence in any proceedings relating to this agreement or any Transaction contemplated by this Agreement. In the event of any dispute as to the terms of a Transaction, subject to other terms of this Agreement:

- (a) the Client and the Guarantor have a right to listen to any recording of those conversations existing at the time of the request for them and to use those recordings in any court, mediation or dispute resolution proceedings, and each party must make available to the other party, at the other party's request and cost, a copy of any recording of those conversations; and
- (b) any electronic recordings between the persons who entered into that Transaction will be taken to be the preferred evidence of the terms of that Transaction, notwithstanding the existence of any writing to the contrary; and
- (c) unless permitted by law, Halifax is not obliged to keep and to maintain such recordings and, if not requested by the Client or the Guarantor, it may dispose of them without prior notice.

## 23. PRIVACY

- (a) The Client agrees that upon termination, Halifax may disclose personal information to reporting agencies including but not limited to Financial Services Protection Limited and credit reporting agencies.
- (b) In order to provide the Client with these services, Halifax needs to collect personal information about the Client and obtain the Client's agreement in relation to the handling of such personal information. If the Client does not provide the requested information or agree to the information handling practices detailed in this Agreement, Halifax may be unable to provide the services outlined in this Agreement to the Client.
- (c) The Client must ensure that all information provided to Halifax is accurate and up to date at all times. Any changes must be advised to Halifax as soon as practicable. If the Client fails to notify Halifax of the change, Halifax will not be liable for any Losses sustained by the Client as a result of such failure.
- (d) Halifax has systems and processes in place to address privacy requirements, and can provide the Client with a Privacy Statement should the Client require further information about Halifax's information handling practices.
- (e) The Client authorises Halifax to collect, use, store or otherwise process any personal information which enables Halifax to provide or improve its services. This may, on occasion, require the disclosure of personal information to Halifax's related entities, agents and service providers, and to organisations located in countries which do not have comparable laws to protect the Client's information.
- (f) The parties agree to the electronic recording by either party of telephone or internet conversations between the parties with or without an automatic tone warning device, and the use of such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties. Clients are permitted access to such tapes up to 90 days after the date of the relevant telephone conversation, and will be liable to Halifax for all reasonable costs in retrieving and providing such tape.
- (g) The Client acknowledges and agrees that Halifax, its agents and service providers are permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, Halifax may keep records of the contents and results of such searches in accordance with all current and applicable laws.
- (h) Halifax reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable anti money laundering laws and regulations. Halifax may pass on information collected from the Client and relating to Transactions as required by applicable anti money laundering laws and regulations and is under no obligation to inform the Client it has done so. Halifax may undertake all such anti money laundering checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by Halifax, and reserves the right to take any action with regard to that with no liability whatever for that.
- (i) Halifax reserves the right to provide all such information regarding the Client in relation to its obligations to, or requests (whether legally binding or not) by a relevant regulatory body.

# CLIENT SERVICE AGREEMENT

## 24. DISPUTE RESOLUTION

- (a) If a dispute arises between Halifax and the Client relating to any Transaction (a **Disputed Transaction**), Halifax may Close Out or take any other action it considers appropriate in relation to the Disputed Transaction without previously notifying or without having received instruction from the Client. Halifax will try to notify the Client (orally or in writing) what action it has taken, as soon afterwards as it practically can, but if it does not, the validity of its action will not be affected.
- (b) After Halifax receives written notice as to a Disputed Transaction, it will in good faith try to resolve the dispute, in accordance with its dispute resolution policy. Until resolution is achieved, the Client must, notwithstanding any dispute, continue to make deposits and margin calls and perform its other obligations under this Agreement as if the Disputed Transaction was not the subject of a dispute.

## 25. NOTICES

### 25.1 NOTICES

Any notice, demand, consent or other communication (each a "**Notice**") given or made under this Agreement:

- (a) may be given in any manner permitted by this Agreement and unless otherwise specified or indicated, must be in writing and, if sent by letter or by fax, it must be signed by the sender or a person duly authorised by the sender;
- (b) must be addressed and delivered to the intended recipient at the address or fax number set out in the Client Details Form or the address or fax number last notified by the intended recipient to the sender after the date of this Agreement;
- (c) if sent by fax, will be taken to be duly given or made when delivered, received or left at the above fax number or address. If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be taken to have been duly given or made at the commencement of business on the next business day in that place;
- (d) may be given by Halifax by electronic transmission, including by notification through an Electronic Trading Service or telecommunication services;
- (e) may be given by Halifax by notification on a confirmation, trade contract or account statement; and
- (f) unless otherwise provided to the contrary to a civil standard of proof, it will be deemed to be duly given or made:
  - (i) if delivered in person, when delivered to the recipient at the address described above;
  - (ii) if by post, 3 Business Days from and including the date of postage (or, if sent to an address outside Australia, 7 Business Days from and including the date of postage);
  - (iii) if by facsimile transmission, when successfully transmitted to the recipient;
  - (iv) if by electronic notification through an Electronic Trading Service or other telecommunication service, when posted to that service by or on behalf of Halifax, whether or not the Client has accessed the service or actually seen it; or
  - (v) if by email, when successfully transmitted to the recipient.

### 25.2 NOTICES SENT BY EMAIL

Any Notice given or made by Halifax under this Agreement may also be sent by email if:

- (a) the Notice is sent to the email address set out in the Client details Form or the email address last notified by the intended recipient to Halifax; and
- (b) Halifax keeps an electronic copy of the Notice sent.

A Notice sent by email need not have the signature of an Authorised Officer.

# CLIENT SERVICE AGREEMENT

## 26. GENERAL

- (a) **(Amendment)** Halifax may amend this Agreement by giving the Client at least 5 Business Days' notice of the amendment. The Client will be deemed to accept and agree to the amendment unless the Client notifies Halifax to the contrary within that period.
- (b) **(Assignment)** The Client cannot assign, charge, encumber or otherwise deal with any of its rights or obligations under this Agreement, or attempt or purport to do so, without the prior consent of Halifax. The consent of Halifax may be withheld in its absolute discretion without giving any reason for doing so.
- (c) **(Continuing Agreement)** This Agreement is a continuing agreement and will operate with continuing force and effect notwithstanding any settlement of account, intervening payment or matter or thing until all moneys have been applied or paid in full in accordance with this Agreement.
- (d) **(Costs and expenses)** The Client is responsible for all costs and expenses (including Taxes) incurred by it in connection with this Agreement and the Transactions contemplated by this Agreement.
- (e) **(Entire Agreement)** This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only terms relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.
- (f) **(Governing Law)** This Agreement is governed by the laws in force in New South Wales. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.
- (g) **(No waiver)** A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (h) **(Severability of Provisions)** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- (i) **(Time of the Essence)** Time is of the essence for this Agreement.
- (j) **(Rights cumulative)** Halifax's rights and remedies under this Agreement will be cumulative, and its exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Halifax's failure to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.
- (k) **(Copyright)** The Client acknowledges and agrees that the copyrights, trade marks, database and other property or rights in any information distributed to or received by it from Halifax (including its prices), together with the contents of its website(s), brochures and other material connected with its dealing service and in any database that contains or constitutes such information, will remain the sole and exclusive property of Halifax or any third party identified as being the owner of such rights.
- (l) **(Records)** Halifax's records, unless shown to be wrong, will be evidence of the Client's dealings with Halifax in connection with its services. The Client will not rely on Halifax to comply with the Client's record keeping obligations, although records may be made available to it on request at Halifax's absolute discretion.
- (m) **(Good faith)** Wherever in this Agreement Halifax is conferred with a discretion or an entitlement to make an election or adopt a course of action which affects the Client or its interests, Halifax agrees to exercise such discretion or make an election or adopt such a course of action in good faith according to what it reasonably believes to be fair in the circumstances.

# CLIENT SERVICE AGREEMENT

## SCHEDULE 1 – CFD AND FX PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 DEFINITIONS

Unless the contrary intention appears, in this schedule capitalised terms not defined have the same meaning as in the Agreement, and:

**Account** means the record kept by Halifax of the amount of Margin which has been provided by the Client to Halifax under this Agreement in respect of a Trading Platform, as adjusted in accordance with this Agreement for:

- (a) profits and losses incurred on the Close Out of Relevant Transactions through the Trading Platform;
- (b) the payment or withdrawal of Margin to or by Halifax from or to the Client;
- (c) interest (including financing charges and default interest) charged or credited to the Account;
- (d) commissions, and other fees charged to the Account;
- (e) credits and debits for any Rollover Amounts payable to or by the Client; and
- (f) other adjustments in accordance with this Agreement.

The current amount at any time is referred to as the Account balance. The rights and obligations in respect of the Account are set out in this Agreement.

Halifax maintains a separate Account for each Client for each Trading Platform they use.

In some circumstances Halifax may allow the Client to have more than one Account Currency in respect of a Trading Platform, in which case Halifax will maintain a separate Account for the Client for each Account Currency under the Trading Platform.

**Account Currency** for the Client for a Trading Platform means either:

- (a) the Default Account Currency for the Trading Platform; or
- (b) such other currency as is nominated by the Client and accepted by Halifax as the Account Currency for the Client for the Trading Platform.

**Adjustment Event** means:

- (a) in relation to Relevant Transactions where the Underlying Product is a security:
  - (i) a Corporate Action in relation to the issuer of an Underlying Product, or any other event that alters the capital structure of the issuer;
  - (ii) the issuer of the Underlying Product is the subject of a takeover, announces that it is to merge or consolidate with another entity, enters into a scheme of arrangement, or transfers all or substantially all of its assets to another entity;
  - (iii) the Underlying Product is suspended or removed from Quotation; or
  - (iv) anything occurs that Halifax reasonably considers is similar or analogous to any of the above;
- (b) in relation to Relevant Transactions where the Underlying Product is an index:
  - (i) any event that is, or results in, the sponsor of the index being unable to calculate or publish the index;
  - (ii) a suspension or material limitation on trading of Financial Products generally on the relevant market, or in Financial Products making up a material percentage of the index, for a period of 24 hours or more;
  - (iii) the sponsor of the index makes a material change in the formula for or the method of calculating the index or in any way materially modifies the index; or
  - (iv) anything occurs that Halifax, acting reasonably, considers is similar or analogous to any of the above;
- (c) in relation to Relevant Transactions where the Underlying Product is a commodity, interest rate or bond, any event that disrupts or impairs (as conclusively determined by Halifax) the ability of market participants in general to effect transactions in, or obtain market values for, the Underlying Product; and

# CLIENT SERVICE AGREEMENT

- (d) in relation to an FX Transaction or FX Option Transaction:
- (i) any event that disrupts or impairs (as conclusively determined by Halifax) the ability of market participants in general to affect transactions in, or obtain values for, the Underlying Exchange Rate or either Currency in the Currency Pair; or
  - (ii) anything occurs that Halifax, acting reasonably, considers is similar or analogous to the above.

**Agreement** means the agreement constituted by this Client Services Agreement (including this schedule), the Client Details Form, each Transaction and the Account. The Client enters into a separate Agreement in respect of each Trading Platform it uses.

**Base Currency** for a FX Transaction means the Currency in which the notional value of the Transaction is denominated (being either the Long Currency or the Short Currency).

**Cash Settlement Amount** means, for each FX Option Transaction, the gross amount that would be realised under paragraph 6.3 if the FX Transaction referred to in paragraph 8.2(a) were entered into and immediately Closed Out (without applying any commission or other charge in connection with the entry into and Closing Out of the FX Transaction).

**Corporate Action** has the same meaning as in the ASX Settlement Operating Rules.

**Currency** means a national currency (including the Euro) and includes gold and silver.

**Currency Pair** for a FX Transaction means the two Currencies the exchange rate of which is the Underlying Exchange Rate for the FX Transaction.

**Default Account Currency** means the default Currency for a Trading Platform, as specified in the PDS or as is otherwise notified by Halifax in writing (including electronically on its website or via a Trading Platform).

**Default Interest Rate** means for a Trading Platform, the default interest rate specified in this Agreement or the PDS, or as is otherwise notified by Halifax in writing (including electronically on its website or via a Trading Platform).

**Expiry Date** means the date on which an FX Option Transaction may be exercised by the buyer or for an Expiring CFD, the date agreed between the Client and Halifax.

**Exempt Wholesale Client** means the client, if Halifax provides a financial service or product to the Client contemplated by this Agreement, in one or more of the scenarios contemplated by Section 761G(7) of the Corporations Act.

**Exercise Rate** means, for an FX Option Transaction, the Underlying Exchange Rate for the FX Transaction referred to in paragraph 8.1.

**Expiring CFD** means a CFD Transaction where the value of which fluctuates by reference to movements in the value of futures contracts over the relevant underlying commodity, underlying bond or underlying interest rate.

## **Halifax Platform means:**

- (a) the Trading Platform referred to as "Halifax Plus", or such other name as Halifax may give such Trading Platform from time to time;
- (b) the Trading Platform referred to as "Halifax Pro", or such other name as Halifax may give such Trading Platform from time to time; and
- (c) each other Trading Platform established by Halifax in respect of which Halifax is not a "straight through processor". For clarity, this includes Trading Platforms in respect of which Halifax does not (or need not) hedge its exposure to the Client in respect of Transactions, as described in the relevant PDS.

# CLIENT SERVICE AGREEMENT

**Hedge Transaction** means in respect of a Relevant Transaction, the contract entered into by Halifax with the relevant Trading Platform Counterparty (or, in respect of a Halifax Platform, with Halifax's selected hedge counterparty, if any), under which Halifax hedges its exposure to the Client in relation to the Relevant Transaction.

**Hedge Counterparty** means, in respect of a Hedge Transaction, the counterparty with which Halifax enters into the Hedge Transaction.

**Initial Margin** means an amount calculated by Halifax for each Relevant Transaction being a percentage of the notional value for the Relevant Transaction, or being such other amount as Halifax determines from time to time.

**Interest Rate Spread** in respect of a FX Transaction means in relation to either the Long Currency or the Short Currency for a FX Transaction, the difference between the interest rate available to the relevant Hedge Counterparty for the Currency and the interest rate determined by Halifax to calculate the Rollover Amount.

**Long Currency** means the Currency in a Currency Pair the Client chooses as the Long Currency. If the Long Currency appreciates relative to the Short Currency the Client may make a profit on the Transaction.

**Margin** means any amount paid in accordance with paragraph 4.

**Margin Requirement** means, at any time, the amount payable by the Client determined by Halifax in respect of each Trading Platform by reference to:

- (a) the notional value of all of the Client's Open Transactions in respect of the Trading Platform (in each case converted to the relevant Account Currency); and
- (b) unrealised gains and losses on Open Transactions under the Platform.

**Net Free Equity** means the balance of the Account minus the total Margin Requirement in respect of all Relevant Transactions that remain Open as adjusted for unrealised profit or loss.

**PDS** means the product disclosure statement for contracts for difference and foreign exchange products issued by Halifax with effect from 4 April 2018, as amended, supplemented or replaced from time to time.

**Platform Counterparty** means the party that Halifax contracts with under each Hedge Transaction in respect of a Trading Platform other than a Halifax Platform. The Platform Counterparty for each Trading Platform is set out in the PDS. For clarity, there is no Platform Counterparty in respect of a Halifax Platform.

**Premium** means the amount paid under an FX Option Transaction by the buyer to the seller as consideration for entering into the FX Option Transaction.

**Purchase Call Option** means an FX Option Transaction where the Client has the right to enter into an FX Transaction where the Client's Base Currency will be the Long Currency and the Client's Terms Currency will be the Short Currency.

**Purchase Put Option** means an FX Option Transaction where the Client has the right to enter into an FX Transaction where the Client's Base Currency will be the Short Currency and the Client's Terms Currency will be the Long Currency.

**Relevant Transaction** means a CFD Transaction, FX Transaction or FX Option Transaction.

**Rollover Amount** means each amount as is determined by Halifax to be payable by or to the Client under paragraph 7, and as calculated in accordance with the FX PDS.

**Settlement Date** means the date agreed between the Client and Halifax for each FX Transaction for any profits or losses on Closing Out the Transaction to be credited to or debited from the Client's Account.

# CLIENT SERVICE AGREEMENT

**Short Currency** means the Currency in a Currency Pair the Client chooses as their Short Currency. If the Short Currency depreciates relative to the Long Currency the Client may make a profit on the Transaction.

**Sold Call Option** means an FX Option Transaction where Halifax has the right to enter into an FX Transaction where the Client's Base Currency will be the Short Currency and the Client's Terms Currency will be the Long Currency.

**Sold Put Option** means an FX Option Transaction where Halifax has the right to enter into an FX Transaction where the Client's Base Currency will be the Long Currency and the Client's Terms Currency will be the Short Currency.

**Terms Currency** in respect of a Transaction means the Currency in the Currency Pair for the Transaction that is not the Base Currency.

**Termination Amount** means the amount calculated by Halifax in relation to all Open Transactions as the amount of Halifax's exposure to the Client if those Transactions were Closed Out at the specified termination time, based on the then current market value for those Transactions as determined by Halifax. If the amount so calculated is an amount that would be owing to:

- (a) the Client, then the Termination Amount is that amount expressed as a negative number; or
- (b) Halifax, then the Termination Amount is that amount expressed as a positive number.

**Trading Platform** means a Trading Platform selected by the Client in accordance with paragraph 2.1 in respect of a Relevant Transaction.

**Trust Money Account** means one or more accounts maintained by Halifax pursuant to paragraph 2.2.

**Underlying Exchange Rate** means the Currency exchange rate to which a FX Transaction relates.

**Underlying Product** means the underlying security, index, commodity, bond or interest rate to which a CFD Transaction relates.

## 1.2 REFERENCES TO PARAGRAPHS

Unless the contrary intention appears, in this schedule a reference to a “**paragraph**” is a reference to a numbered provision of this schedule.

## 2. TRADING PLATFORMS

### 2.1 SELECTING A TRADING PLATFORM

Halifax will provide a default trading platform at its discretion unless otherwise chosen and agreed with Halifax.

The Client agrees and acknowledges that its choice of Trading Platform will:

- (a) for Trading Platforms other than a Halifax Platform, determine the Platform Counterparty with which Halifax will enter into Hedge Transactions;
- (b) affect the fees and costs that Halifax charges to the Client, in accordance with the PDS or as otherwise notified by Halifax in writing (including electronically on its website);
- (c) affect the range of Relevant Transactions that the Client is able to execute; and
- (d) for FX Transactions, determine Rollover Amounts credited or debited to their Account.

# CLIENT SERVICE AGREEMENT

## 2.2 CLIENTS' TRUST ACCOUNTS

Unless the Client is an Exempt Wholesale Client, any money received by Halifax will be deposited in a Trust Money Account established, maintained and operated in accordance with the Corporations Act, the PDS and this Agreement.

Subject to the Corporations Act, and unless otherwise agreed in writing:

- (a) Halifax is not required to establish, maintain or operate an individual Trust Money Account for the Client. Halifax may instead co-mingle the Client's money in a single trust account with other funds held by Halifax on trust for its other clients;
- (b) Halifax will be entitled to any interest earned on the Trust Money Account, with such interest being payable from the Trust Money Account as and when Halifax determines;
- (c) the Client authorises and directs Halifax to withdraw, deduct or apply any amount from the Trust Money Account, including:
  - (i) to meet any obligations owed by the Client to Halifax under this Agreement;
  - (ii) to make a payment for or in connection with the Relevant Transaction (including in respect of the Margin Requirement);
  - (iii) to make payments to Halifax of money to which it is entitled (eg credited interest; and
  - (iv) to make payments otherwise authorised by law.

## 2.3 EXEMPT WHOLESALE CLIENTS

If the Client is an Exempt Wholesale Client, any amount received by Halifax in respect of any Relevant Transactions will not be paid into a trust account. Such amounts will be recorded in the Account but will form part of the general assets of Halifax.

If the Client is an Exempt Wholesale Client, the Client agrees and acknowledges that in respect of all Relevant Transactions:

- (a) amounts paid to Halifax do not represent deposits or separate or segregated bank accounts with Halifax or any other person;
- (b) Halifax does not hold such amounts on trust for the Client, and the amounts will be available for the general creditors of Halifax in the event of its receivership or liquidation; and
- (c) the Client will have no entitlement to interest on such amounts.

## 3. HEDGE TRANSACTIONS

### 3.1 HEDGE TRANSACTIONS

For each Relevant Transaction executed, Halifax may enter into a corresponding Hedge Transaction with the Hedge Counterparty.

### 3.2 DEFAULT BY THE HEDGE COUNTERPARTY

If the Hedge Counterparty for a Relevant Transaction fails to perform its obligations to Halifax under the Hedge Transaction, or an event of default otherwise occurs with respect to the Hedge Counterparty, Halifax may in its absolute discretion Close Out the corresponding Relevant Transaction.

### 3.3 ACKNOWLEDGEMENT

The Client agrees and acknowledges that it has no legal relationship with the Hedge Counterparty and cannot make a claim against it for any Loss suffered by the Client under this Agreement.

# CLIENT SERVICE AGREEMENT

## 4. MARGIN

### 4.1 EXECUTION OF ORDERS

Halifax is not required to execute any Relevant Transaction, including if the Client's Net Free Equity balance is less than the Initial Margin for the Relevant Transaction.

### 4.2 UNDERTAKING AS TO MARGIN

The Client undertakes to ensure that the Account balance for each Platform is at least equal to the Margin Requirement at all times.

The Client acknowledges and agrees that the Account for each Trading Platform is a record of the current amount of Margin for the purpose of making calculations and determinations and performing obligations under this Agreement. It is an inseparable part of this Agreement and does not represent a separate or segregated bank account with Halifax or any other person.

### 4.3 ADDITIONAL MARGIN

If, at any time, the balance of the Client's Account is less than the Margin Requirement then the Client must immediately provide additional Margin to Halifax so that the Client's Account balance is no longer less than the Margin Requirement. Time is of the essence in respect of the Client's obligation to provide additional Margin.

The obligation to provide additional Margin in accordance with this paragraph 4.3 is not dependent on Halifax, or any other person, notifying the Client of the need to provide additional Margin. Halifax may choose to provide such a notice, and may choose to request further Margin. Whether or not it does so does not affect the Client's obligations under this paragraph 4.3, nor does it affect any of Halifax's rights in connection with this Agreement if the Client fails to comply with its obligations under this paragraph 4.3.

### 4.4 NET FREE EQUITY

If, on any day, the balance of the Account is more than the Margin Requirement then the Client may request the payment of an amount up to the amount of that excess. Subject to paragraph 3.3 above, Halifax agrees to pay that amount as soon as practicable. The amount must first be paid out of the balance of the Account. Before making such payment, Halifax is entitled to recalculate the Margin Requirement to reflect Halifax's current assessment and the recalculated Margin Requirement applies to determine how much Margin Halifax is obliged to pay. The Account balance is reduced by the amount paid to the Client.

### 4.5 ACKNOWLEDGEMENTS

The Client acknowledges and agrees that:

- (a) for Exempt Wholesale Clients:
  - (i) all Margin transferred to Halifax is:
    - (A) an absolute transfer of all of the Client's legal and beneficial title in that Margin, free and clear of any liens, claims, charges, encumbrances and other interests of the Client or any other person; and
    - (B) the Client is not entitled to request withdrawals from the Account – the Client may request repayments of amounts of Margin in accordance with paragraph 4.4.
- (b) for all other Clients:
  - (i) any Margin paid to Halifax will be credited to the Account; and
  - (ii) if Halifax maintains more than one Trust Money Account for the Client, it may transfer money between those Trust Money Accounts and the Client directs Halifax to make any such transfer at Halifax's discretion.

# CLIENT SERVICE AGREEMENT

## 5. ADJUSTMENT EVENTS

If an Adjustment Event occurs, Halifax may in its discretion acting in a commercially reasonable manner do any or all of the following at the Client's expense:

- (a) vary, adjust, amend, reset, reverse or otherwise change the terms of the affected Relevant Transaction;
- (b) Close Out the affected Relevant Transaction; or
- (c) take any other action that Halifax reasonably considers necessary or desirable.

## 6. CLOSING OUT

### 6.1 CLOSE OUT ORDERS

The Client may at any time Close Out a Relevant Transaction by placing an Order that is a Close Out Order.

### 6.2 TIMING

Where a Close Out Order has been placed, the Close Out will take place (subject to clauses 11 and 12) as soon as reasonably practicable after Halifax receives the instruction or as close as reasonably practicable to the time instructed by the Client.

### 6.3 CLOSING OUT PROCEDURE

A Relevant Transaction will be Closed Out by Halifax executing an equal and opposite Relevant Transaction with the Client at the price determined by Halifax, and:

- (a) if the Relevant Transaction is Closed Out at a loss to the Client, the Client must pay the amount of the loss to Halifax. The Client directs Halifax to pay the amount of the loss from the Account to Halifax, and such payment will reduce the Client's obligation to pay the amount of loss accordingly;
- (b) if the Relevant Transaction is Closed Out at a profit to the Client, the Client is entitled to that amount from Halifax and Halifax will credit that amount to the Account.

Where an FX Transaction is Closed Out, the gross profit or loss realised on Closing Out the Transaction will be credited to, or debited against, the Client's Account on the Settlement Date for the FX Transaction.

### 6.4 EXPIRING CFDS

The Client will be deemed to have requested, and Halifax will be deemed to have accepted such request, that an Expiring CFD be Closed Out at the close of trading for the Underlying Product on the Expiry Date (unless Closed Out prior to that time).

# CLIENT SERVICE AGREEMENT

## 7. ROLLOVER

### 7.1 APPLICATION

This paragraph 7 applies in respect of a FX Transaction entered into through a Trading Platform under which Rollover Amounts are applied.

### 7.2 ROLLOVER AMOUNT

Each weekday that the Client has an FX Transaction that is Open at 5.00pm New York time, the Rollover Amounts will be debited or credited from the Account in respect of the Transaction. Halifax will aggregate and net the Rollover Amount for all of the Client's Open FX Transactions each day and credit or debit a single net amount to or from the Account.

### 7.3 CALCULATING THE ROLLOVER AMOUNT

The Rollover Amount for a FX Transaction for an applicable day will equal the notional value for the Transaction (converted to the Account Currency at a rate determined by Halifax) multiplied by:

- (a) the interest rate for the Long Currency (as determined by Halifax after deducting an Interest Rate Spread); minus
- (b) the interest rate for the Short Currency (as determined by Halifax after adding the Interest Rate Spread),

and dividing the product by 365. Where the relevant day is the last trading day before a day on which the market is not open for trading, the Rollover Amount will be adjusted to account for the non-trading days before the relevant market reopens.

Where the aggregate net Rollover Amount for the relevant day is less than zero, the Client must pay that amount to Halifax. The Client directs Halifax to pay the amount from the Account to Halifax, and such payment will reduce the Client's obligation to pay the amount accordingly.

Where the single net Rollover Amount is greater than zero, the Client is entitled to that amount from Halifax and Halifax will credit that amount to the Account.

## 8. FX OPTION TRANSACTIONS

### 8.1 TERMS OF FX OPTION TRANSACTIONS

Each FX Option Transaction will be entered into on terms agreed between Halifax and the Client through the Trading Platform, including:

- (a) whether the FX Option Transaction will be:
  - (i) a Purchase Call Option;
  - (ii) a Purchase Put Option;
  - (iii) a Sold Call Option; or
  - (iv) a Sold Put Option;
- (b) the Exercise Rate;
- (c) the Expiry Date;
- (d) the Premium; and
- (e) whether the FX Option Transaction will be settled under paragraph 8.2(a) or 8.2(b).

# CLIENT SERVICE AGREEMENT

## 8.2 SETTLEMENT

On the Expiry Date, the buyer under an FX Option Transaction has a right to elect to:

- (a) enter into a FX Transaction with the seller on the terms agreed under paragraph 8.1; or
- (b) have the Cash Settlement Amount credited to or debited against the relevant Client's Account on the Settlement Date.

## 9. FEES, CHARGES AND OTHER AMOUNTS

### 9.1 FEES, CHARGES AND OTHER AMOUNTS

In addition to Halifax's rights under clause 10, the Client agrees to pay any fees and costs in respect of a Relevant Transaction as are specified in the PDS, or as are otherwise notified by Halifax in writing (including electronically on its website) including in respect of:

- (a) commissions;
- (b) the Premium for entering into an FX Option Transaction;
- (c) interest on long positions Open overnight at the Default Interest Rate;
- (d) interest on debit Account balances at the Default Interest Rate;
- (e) data charges;
- (f) borrowing costs for short CFD Transactions;
- (g) charges for orders over the telephone; and
- (h) charges associated with market made quotes.

### 9.2 QUOTES

Halifax will quote indicative prices to Open or Close Out a Transaction, through the relevant Trading Platform. Quotes will include a higher and lower figure (ie reflecting Halifax's 'bid' and 'offer' prices). These figures will reflect the bid/offer prices available to Halifax by Hedge Counterparties (where relevant) or Halifax's own bid/offer prices.

The Client acknowledges and agrees that:

- (a) both Halifax's spreads and Hedge Counterparty spreads, can widen significantly in some circumstances, and they may not be the same size as the examples given in the indicative quote and that there is no limit on how large they may be;
- (b) when the Client Closes a Transaction, the spread may be larger or smaller than the spread when the Transaction was Opened; and
- (c) such figures will be set by Halifax at its reasonable discretion, reflecting Halifax's view of prevailing market conditions.

# CLIENT SERVICE AGREEMENT

## 10. CURRENCY CONVERSION

- (a) If the Client Opens or Closes Out a CFD Transaction over an Underlying Product that is denominated in a Currency other than the Client's Account Currency for the relevant Trading Platform, the Client acknowledges and agrees that in determining the exchange rates for converting amounts from the Currency of denomination of the Underlying Product for the CFD Transaction to the relevant Account Currency, Halifax may apply a conversion fee as specified in the PDS, or otherwise notified by Halifax in writing (including electronically on its website).
- (b) If the Client Opens a FX Transaction in respect of which the Terms Currency is different to the Account Currency for the relevant Trading Platform, the Client acknowledges and agrees that in determining the exchange rate for converting amounts of profit or loss on the FX Transaction from the Terms Currency to the relevant Account Currency, Halifax may apply a conversion fee as specified in the PDS, or otherwise notified by Halifax in writing (including electronically on its website).

## 11. TERMINATION

### 11.1 PROCEDURE ON TERMINATION

Unless otherwise agreed in writing, on termination of this Agreement Halifax may:

- (a) Close Out any or all Relevant Transactions in accordance with the procedure set out in paragraph 5.
- (b) cancel any Orders without prior notice;
- (c) set off any amount owing by Halifax to the Client against any amount in the Account;
- (d) exercise any other power or right that Halifax may have under this Agreement at equity or law;
- (e) terminate the obligations of the parties under the Relevant Transactions and the Account; and
- (f) charge the Client interest on any money due to Halifax at the Default Interest Rate.

### 11.2 NET TERMINATION SUM

If Halifax has given notice of termination to the Client, neither Halifax nor the Client need make further payments or perform the obligations required of it under the terminated Relevant Transactions or the Account. Instead, this paragraph 11.2 governs the payments to be made and the obligations to be performed.

On the specified termination date, Halifax must calculate in the Account Currency for the Client for the relevant Platform(s) the value of the Termination Amount and the Account as at the termination date.

Halifax then determines a single net sum payable between the parties in respect of the terminated obligations by subtracting the value of the Account from the Termination Amount.

If the resulting net amount is positive then the Client must pay this to Halifax on the date on which Halifax notifies the Client of the amount payable. The other provisions of this Agreement (including Halifax's right to set off under paragraph 11.1(c)) apply to this amount.

If the resulting net amount is negative then Halifax agrees to pay this amount to the Client.

Halifax agrees to notify the Client of the result of those calculations as soon as practicable after making those calculations. The Client's obligation to make any payment is not conditional on receiving any further information in relation to those calculations, or being satisfied with those calculations. Payments due under this paragraph must be made not later than 2 Business Days after Halifax gives this notice.

# CLIENT SERVICE AGREEMENT

## CLIENT DETAILS FORM

### ACCOUNT NAME

**Type of Account (check one only):**Tick appropriate Box  Individual     Joint     Sole Trader     Trust     Company     Superannuation

Client/s &amp; Guarantor's Name

Residential Address

City

State

Post Code

Country

**Mailing Address (if different from above)**

Mailing

City

State

Post Code

Country

Tax File Number of Account Name  
*(We can obtain this later if you wish)*

Date of Birth of the Client

Occupation

Employer

Tick preferred contact  Business Telephone Mobile Home Fax

Email Address

# CLIENT SERVICE AGREEMENT

**Complete only if Joint Account:**

Additional Owner's Name

Residential Address

City

State

Post Code

Country

Date of Birth of Client/Client Director

Occupation

Employer

Tick preferred contact

Business Telephone

Mobile

Home

Fax

Email Address

**Nominated Bank Account:**

(You can provide these later if you wish)

This information is only needed so we can credit your account if you require monies. (Please note the account must be in the same name as the Client, no third party payments can be made.)

Bank

Account Name

BSB Number

Account Number

# CLIENT SERVICE AGREEMENT

## NET WORTH

**Applicant 1:**

Tick appropriate Box

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 0 to AUD 100K             | <input type="checkbox"/> AUD 100K to AUD 200K           | <input type="checkbox"/> AUD 200K to AUD 500K    |
| <input type="checkbox"/> AUD 500K to AUD 1 Million | <input type="checkbox"/> AUD 1 Million to AUD 2 Million | <input type="checkbox"/> More than AUD 2 Million |

**Applicant 2 (if joint):**

Tick appropriate Box

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 0 to AUD 100K             | <input type="checkbox"/> AUD 100K to AUD 200K           | <input type="checkbox"/> AUD 200K to AUD 500K    |
| <input type="checkbox"/> AUD 500K to AUD 1 Million | <input type="checkbox"/> AUD 1 Million to AUD 2 Million | <input type="checkbox"/> More than AUD 2 Million |

**Approximate value of savings and investments:**

## ARE YOU A POLITICALLY EXPOSED PERSON (PEP)?

A politically exposed person is an individual, immediate family member or close associate of an individual who holds a prominent public position in a government body or an international organisation.

Yes

No

# CLIENT SERVICE AGREEMENT

## EXECUTION

### THIS SECTION FOR INDIVIDUAL, SOLE TRADER, JOINT APPLICATIONS

This agreement is effected by the execution of the Client in the following appropriate manner.

#### Executed by Individual Client:

Signature:

**I agree by electronic signature**

Print Name of Individual Client:

Date:

#### Executed by Joint Client (if relevant):

Signature:

**I agree by electronic signature**

Print Name of Joint Client (if relevant):

## CORPORATE CLIENT

### THIS SECTION FOR COMPANYS, TRUSTS, SUPERANNUATION APPLICATIONS

Executed in accordance with Section 127 of the Corporations Act 2001 on behalf of:

ACN

OR ABN

#### Executed by Director/Trustee:

Signature

**I agree by electronic signature**

Print Name of Director/Trustee

Date

# CLIENT SERVICE AGREEMENT

## GUARANTOR(S)

Halifax may request, at its discretion, account applicants to complete and execute the following Guarantee and Indemnity.

This guarantee binds each of the Guarantors who executes this agreement notwithstanding that all co-guarantors have not executed this agreement.

### Executed as a deed:

Signature of Guarantor A

**I agree by electronic signature**

Date

Print Name of Guarantor A

Residential Address of Guarantor A

City

State

Post Code

Country

Signature of Guarantor B (*if Joint Application*)

**I agree by electronic signature**

Date

Print Name of Guarantor B

Residential Address of Guarantor B

City

State

Post Code

Country