

**Form 603**

Corporations Act 2001

Section 671B

**Notice of initial substantial holder**To Company Name/Scheme HOTCOPPER HOLDINGS LIMITEDACN/ARSN 611 717 036**1. Details of substantial holder (1)**Name SOMERS & PARTNERS PTY LTD (formerly GMP Securities Australia Pty Ltd)ACN/ARSN (if applicable) 149 263 543The holder became a substantial holder on 12 / 09 / 2016**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	49,078,834	49,078,834	44.62%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Somers & Partners Pty Ltd	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to six Orderly Market Agreements annexed as Annexure A to Annexure F	49,078,834

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Somers & Partners Pty Ltd	Anthony Raymond Cunningham	Anthony Raymond Cunningham	3,812,445 ordinary shares
Somers & Partners Pty Ltd	Manikato Financial Services Pty Ltd ACN 007 417 549	Manikato Financial Services Pty Ltd ACN 007 417 549	2,156,003 ordinary shares
Somers & Partners Pty Ltd	Magenta City Pty Ltd ACN 065 388 936	Magenta City Pty Ltd ACN 065 388 936	2,129,711 ordinary shares
Somers & Partners Pty Ltd	Mal Steane Pty Ltd ACN 067 561 095	Mal Steane Pty Ltd ACN 067 561 095	1,086,766 ordinary shares
Somers & Partners Pty Ltd	Rebecca Caroline Argyle	Rebecca Caroline Argyle	5,039,439 ordinary shares
Somers & Partners Pty Ltd	David Brian Argyle	David Brian Argyle	34,854,470 ordinary shares

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
		Cash	Non-cash

Somers & Partners Pty Ltd	12/09/2016	Nil	Nil	49,078,834 fully paid ordinary shares
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## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

## 7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Anthony Raymond Cunningham	C/- PO Box Z5467, Perth WA 6831
Manikato Financial Services Pty Ltd ACN 007 417 549	2 Manikato Court, Mill Park VIC 3082
Magenta City Pty Ltd ACN 065 388 936	PO Box 3051, Dudley Park WA 6210
Mal Steane Pty Ltd ACN 067 561 095	44 Bingley Street, Howrah TAS 7018
Rebecca Caroline Argyle	C/- PO Box Z5108, St Georges Terrace, Perth WA 6831
David Brian Argyle	16 Farrier Walk, London SW109FW, UK
Somers & Partners Pty Ltd	Level 9, 190 St Georges Terrace, Perth WA 6000

## Signature

print name **Geoff Reilly** capacity **Director of Substantial Holder**

sign here

date **31** / 01 / 2017

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001. (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100. (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

HOTCOPPER HOLDINGS LIMITED (ACN 611 717 036)

This is Annexure A of 11 pages referred to in Form 603 (Notice of Initial Substantial Holder)

Signed:

Print Name:

Capacity:

Date:

*Geoff Roux*  
*DIRECTOR*  
*31/1/2017*

## ANNEXURE A

# Orderly Market Agreement

**GMP Securities Australia Pty Ltd ACN 149 263 543**  
Manager

and

**The Shareholder**  
Shareholder



Grantleigh House

Grantleigh House Pty Ltd | ABN 28 604 999 902  
+61 413 777 286 | [simon.owen@bigpond.com](mailto:simon.owen@bigpond.com)  
PO Box 424 Cottesloe WA 6911

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## Orderly Market Agreement

Date 15 April 2016

### Parties

**GMP Securities Australia Pty Ltd**  
Manager

ACN 149 263 543  
Level 9, 190 St Georges Terrace, Perth WA  
6000

**The Shareholder**  
Shareholder

As described in the schedule

### Recitals

- A. The Company proposes to issue Shares to the Shareholder pursuant to the Sale Agreement.
- B. The Shareholder has agreed to appoint the Manager as the exclusive agent for the Disposal of any of those Shares for a period of 24 months from the Issue Date, and otherwise on the terms of this document.

### This document provides

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this document:

**ASX** means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange.

**ASX Listing Rules** means the official listing rules of ASX.

**Business Day** means a day upon which ASX is open for trading.

**Company** means HotCopper Holdings Limited ACN 611 717 036

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

**document** means this orderly market agreement.

**Dispose or Disposal** means:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign;
- (c) create, or agree to create, any Security Interest in the Shares; or



- (d) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Shares.

**Issue Date** means the date of issue of the Shares.

**Management Period** means the period commencing on the Issue Date and ending 24 months after the Issue Date.

**Sale Agreement** means the agreement for the sale and purchase of Report Card Pty Ltd ACN 092 598 859 between the shareholders of Report Card Pty Ltd and the Company.

**Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).

**Shares** means those Shares issued to the Shareholder pursuant to the Sale Agreement and set out in the schedule, and includes all other securities issued to the Shareholder in respect of those Shares as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

**Takeover Bid** has the same meaning given to that term in the Corporations Act.

## 1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;
- (c) a reference to this document or to any other agreement, document or document includes, respectively, this document or that other agreement, document or document as amended, novated, supplemented, varied or replaced from time to time;
- (d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document;
- (e) the word "includes" in any form is not a word of limitation;
- (f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and
- (g) all reference to times are to the time in Perth, Western Australia.



## **2. Exclusive agency for Disposal of Shares**

### **2.1 Exclusive agency**

- (a) The Shareholder appoints the Manager as the exclusive agent for the Disposal of the Shares during the Management Period.
- (b) The parties will execute any documents or other authorities required to give effect to this document and to comply with relevant legislation or regulation.
- (c) The Manager will be entitled to a brokerage fee of 2% on all Disposals of Shares under the terms of this document.

### **2.2 No Disposal otherwise**

The Shareholder undertakes and agrees not to Dispose of any Shares during the Management Period other than in accordance with clauses 4, 5, 6 or 7.

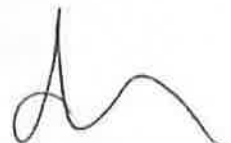
## **3. Acknowledgements, undertakings and warranties**

The Shareholder:

- (a) represents and warrants that it has not done or omitted to do any act before the date of this document which would breach any clause if done or omitted to be done after the date of this document;
- (b) undertakes that if it Disposes of any of the Shares in breach of the provisions of this document, the Shareholder will, within three Business Days of the Disposal, purchase on market, subject to paragraph (c), the number of Shares that equal the number of the Shares the subject of the Disposal;
- (c) shall not be required to acquire Shares under paragraph (b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this document or information of which it has become aware in connection with this document unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this document or information of which it has become aware in connection with this document from time to time as required by the ASX Listing Rules or the Corporations Act.

## **4. Exercise of other rights attaching to Shares**

The terms of this document do not impair any right of the Shareholder to exercise a right attaching to a Share that entitles the Shareholder to purchase or otherwise acquire another security or to exchange or convert a Share into another security or to exercise any voting rights in respect of a Share.



## 5. Takeover Bids

The restrictions imposed by this document will cease to apply in any instance of a Takeover Bid or otherwise where rules 9.17 and 9.18 of the ASX Listing Rules would apply to an instance of an ASX imposed restriction on securities of the Company.

## 6. Sale instigated by Shareholder

During the Management Period, the Shareholder may instigate a Disposal of Shares by:

- (a) Providing written notice to the Manager stating the number of Shares to be Disposed, any minimum price that will be accepted and any other relevant terms (**Disposal Notice**); and
- (b) Thereafter the Manager is authorised to effect the requested Disposal on a best endeavours basis and on the best terms available until, or unless, the Shareholder revokes the Disposal Notice by further written notice to that effect (**Revocation Notice**);

## 7. Sale instigated by Manager

During the Management Period, the Manager may instigate a Disposal of Shares by:

- (a) Providing written notice to all Shareholders who have entered into Orderly Market Agreements (**Vendors**) stating the number of Shares for which it has demand (**Requested Shares**), the price that is offered and any other relevant terms (**Offer**);
- (b) The opportunity to Dispose the Requested Shares in the Offer must be offered pro rata to all Vendors' proportion of Shares;
- (c) Each Vendor will then have 3 Business Days from the date of the Offer to accept by notice (**Acceptance**), in whole or in part, or declining it. A failure to respond within this time will be deemed a decline;
- (d) Any Requested Shares which are Offered to a Vendor, but not accepted via paragraph (c), may be offered by the Manager to any other Vendor/s who accepted their Offer in full as the Manager determines in its discretion until all of the Requested Shares have been allocated and crossed.

## 8. Notices

### 8.1 Form and delivery

A notice, consent, information or request that must or may be given or made to a party under this document is only given or made if it is:

- (a) delivered or posted to that party at the address stated in clause 8.2; or
- (b) emailed to that Party to the email address stated in clause 8.2,



or to any alternate address or email address notified.

## 8.2 Contact details

The parties' contact details for the purposes of clause 8.1 are:

Name: GMP Securities Australia Pty Limited  
Address: Level 9, 190 St Georges Terrace, Perth WA  
Attention: Mr Geoff Reilly  
Email: greilly@gmpsecurities.com.au

Name: The Shareholder  
Address: As per the schedule  
Attention: As per the schedule  
Email: As per the schedule

## 8.3 Execution of emails

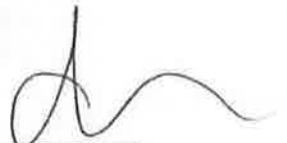
In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that is being sent by a person authorised to send the email on behalf of that party.

## 8.4 Receipt and effect

A notice, consent, information or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 3 Business Days after it is posted.
- (c) If it is sent by email, as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system).
- (d) If:
  - (i) a notice, consent, information or request is delivered; or
  - (ii) the electronic confirmation of receipt of an email of a notice, consent, information or request from the recipient's information system is received,

after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00 am the next Business Day.



**9. General**

**9.1 Governing Law**

This document shall be governed by and construed in accordance with the laws of Western Australia and the Parties submit themselves to the non-exclusive jurisdiction of the Courts of that State.

**9.2 Further Assurance**

Each Party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this document whether before or after its execution.

**9.3 Entire Agreement**

The Parties acknowledge that this document constitutes the entire agreement between them in relation to its subject matter and supersedes all previous negotiations, understandings and agreements with respect thereto subject to the parties entering into further documentation.

**9.4 Costs**

- (a) Each Party bear their own legal and other costs in respect of the preparation, consideration and execution of this document.
- (b) The Company will pay all stamp duty assessed on or in relation to this document and any counterparts.

**9.5 Variation**

No variation, modification or waiver of any provision of this document nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

**9.6 Severability**

If any provision of this document is void, voidable by any Party, unenforceable or illegal in any jurisdiction it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this document without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this document which will continue in full force and effect.

**9.7 Counterparts**

This document may be executed in any number of counterparts and by facsimile or electronic copies, all of which taken together constitute one and the same document. The execution of this document shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.







**Schedule**

**Shareholder:**

**Name:** Anthony Raymond Cunningham

**Address:** c/o PO Box Z5467, Perth WA 6831

**Attention:** Tony Cunningham

**Email:** tony.cunningham@cpscapital.com.au

**Shares:** 3,812,445



Executed as an agreement:

Executed by GMP Securities Australia )  
Pty Ltd ACN 149 263 543 in accordance )  
with section 127 of the Corporations Act by )  
or in the presence of: )

Signature of Director

ANDREW FRAZER  
Name of Director in full

Signature of Director/Secretary

GEOFFREY REILLY  
Name of Director/Secretary in full

Signed by )  
Anthony Raymond Cunningham )  
in the presence of: )

Witness:

Signature:

Full Name:

Address: 1/136 Subiaco Rd, Subiaco WA 6008

Occupation:

Dealers Assistant





HOTCOPPER HOLDINGS LIMITED (ACN 611 717 036)

This is Annexure B of 10 pages referred to in Form 603 (Notice of Initial Substantial Holder)

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

*Geoffrey Rowley*  
*DIRECTOR*  
*31/1/2017*

## ANNEXURE B

# Orderly Market Agreement

**GMP Securities Australia Pty Ltd ACN 149 263 543**  
Manager

and

**The Shareholder**  
Shareholder

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## Orderly Market Agreement

Date 15 April 2016

### Parties

**GMP Securities Australia Pty Ltd**  
Manager

ACN 149 263 543  
Level 9, 190 St Georges Terrace, Perth WA  
6000

**The Shareholder**  
Shareholder

As described in the schedule

### Recitals

- A. The Company proposes to issue Shares to the Shareholder pursuant to the Sale Agreement.
- B. The Shareholder has agreed to appoint the Manager as the exclusive agent for the Disposal of any of those Shares for a period of 24 months from the Issue Date, and otherwise on the terms of this document.

### This document provides

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this document:

**ASX** means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange.

**ASX Listing Rules** means the official listing rules of ASX.

**Business Day** means a day upon which ASX is open for trading.

**Company** means HotCopper Holdings Limited ACN 611 717 036

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

**document** means this orderly market agreement.

**Dispose** or **Disposal** means:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign;
- (c) create, or agree to create, any Security Interest in the Shares; or



- (d) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Shares.

**Issue Date** means the date of issue of the Shares.

**Management Period** means the period commencing on the Issue Date and ending 24 months after the Issue Date.

**Sale Agreement** means the agreement for the sale and purchase of Report Card Pty Ltd ACN 092 598 859 between the shareholders of Report Card Pty Ltd and the Company.

**Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).

**Shares** means those Shares issued to the Shareholder pursuant to the Sale Agreement and set out in the schedule, and includes all other securities issued to the Shareholder in respect of those Shares as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

**Takeover Bid** has the same meaning given to that term in the Corporations Act.

## 1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;
- (c) a reference to this document or to any other agreement, document or document includes, respectively, this document or that other agreement, document or document as amended, novated, supplemented, varied or replaced from time to time;
- (d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document;
- (e) the word "includes" in any form is not a word of limitation;
- (f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and
- (g) all reference to times are to the time in Perth, Western Australia.





## **2. Exclusive agency for Disposal of Shares**

### **2.1 Exclusive agency**

- (a) The Shareholder appoints the Manager as the exclusive agent for the Disposal of the Shares during the Management Period.
- (b) The parties will execute any documents or other authorities required to give effect to this document and to comply with relevant legislation or regulation.
- (c) The Manager will be entitled to a brokerage fee of 2% on all Disposals of Shares under the terms of this document.

### **2.2 No Disposal otherwise**

The Shareholder undertakes and agrees not to Dispose of any Shares during the Management Period other than in accordance with clauses 4, 5, 6 or 7.

## **3. Acknowledgements, undertakings and warranties**

The Shareholder:

- (a) represents and warrants that it has not done or omitted to do any act before the date of this document which would breach any clause if done or omitted to be done after the date of this document;
- (b) undertakes that if it Disposes of any of the Shares in breach of the provisions of this document, the Shareholder will, within three Business Days of the Disposal, purchase on market, subject to paragraph (c), the number of Shares that equal the number of the Shares the subject of the Disposal;
- (c) shall not be required to acquire Shares under paragraph (b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this document or information of which it has become aware in connection with this document unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this document or information of which it has become aware in connection with this document from time to time as required by the ASX Listing Rules or the Corporations Act.

## **4. Exercise of other rights attaching to Shares**

The terms of this document do not impair any right of the Shareholder to exercise a right attaching to a Share that entitles the Shareholder to purchase or otherwise acquire another security or to exchange or convert a Share into another security or to exercise any voting rights in respect of a Share.



## 5. Takeover Bids

The restrictions imposed by this document will cease to apply in any instance of a Takeover Bid or otherwise where rules 9.17 and 9.18 of the ASX Listing Rules would apply to an instance of an ASX imposed restriction on securities of the Company.

## 6. Sale instigated by Shareholder

During the Management Period, the Shareholder may instigate a Disposal of Shares by:

- (a) Providing written notice to the Manager stating the number of Shares to be Disposed, any minimum price that will be accepted and any other relevant terms (**Disposal Notice**); and
- (b) Thereafter the Manager is authorised to effect the requested Disposal on a best endeavours basis and on the best terms available until, or unless, the Shareholder revokes the Disposal Notice by further written notice to that effect (**Revocation Notice**);

## 7. Sale instigated by Manager

During the Management Period, the Manager may instigate a Disposal of Shares by:

- (a) Providing written notice to all Shareholders who have entered into Orderly Market Agreements (**Vendors**) stating the number of Shares for which it has demand (**Requested Shares**), the price that is offered and any other relevant terms (**Offer**);
- (b) The opportunity to Dispose the Requested Shares in the Offer must be offered pro rata to all Vendors' proportion of Shares;
- (c) Each Vendor will then have 3 Business Days from the date of the Offer to accept by notice (**Acceptance**), in whole or in part, or declining it. A failure to respond within this time will be deemed a decline;
- (d) Any Requested Shares which are Offered to a Vendor, but not accepted via paragraph (c), may be offered by the Manager to any other Vendor/s who accepted their Offer in full as the Manager determines in its discretion until all of the Requested Shares have been allocated and crossed.

## 8. Notices

### 8.1 Form and delivery

A notice, consent, information or request that must or may be given or made to a party under this document is only given or made if it is:

- (a) delivered or posted to that party at the address stated in clause 8.2; or
- (b) emailed to that Party to the email address stated in clause 8.2,



or to any alternate address or email address notified.

## **8.2 Contact details**

The parties' contact details for the purposes of clause 8.1 are:

Name:	GMP Securities Australia Pty Limited
Address:	Level 9, 190 St Georges Terrace, Perth WA
Attention:	Mr Geoff Reilly
Email:	greilly@gmpsecurities.com.au

Name:	The Shareholder
Address:	As per the schedule
Attention:	As per the schedule
Email:	As per the schedule

## **8.3 Execution of emails**

In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that is being sent by a person authorised to send the email on behalf of that party.

## **8.4 Receipt and effect**

A notice, consent, information or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 3 Business Days after it is posted.
- (c) If it is sent by email, as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system).
- (d) If:
  - (i) a notice, consent, information or request is delivered; or
  - (ii) the electronic confirmation of receipt of an email of a notice, consent, information or request from the recipient's information system is received,

after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00 am the next Business Day.



## **9. General**

### **9.1 Governing Law**

This document shall be governed by and construed in accordance with the laws of Western Australia and the Parties submit themselves to the non-exclusive jurisdiction of the Courts of that State.

### **9.2 Further Assurance**

Each Party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this document whether before or after its execution.

### **9.3 Entire Agreement**

The Parties acknowledge that this document constitutes the entire agreement between them in relation to its subject matter and supersedes all previous negotiations, understandings and agreements with respect thereto subject to the parties entering into further documentation.

### **9.4 Costs**

- (a) Each Party bear their own legal and other costs in respect of the preparation, consideration and execution of this document.
- (b) The Company will pay all stamp duty assessed on or in relation to this document and any counterparts.

### **9.5 Variation**

No variation, modification or waiver of any provision of this document nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

### **9.6 Severability**

If any provision of this document is void, voidable by any Party, unenforceable or illegal in any jurisdiction it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this document without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this document which will continue in full force and effect.

### **9.7 Counterparts**

This document may be executed in any number of counterparts and by facsimile or electronic copies, all of which taken together constitute one and the same document. The execution of this document shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.



**Schedule**

**Shareholder:**

**Name:** Manikato Financial Services Pty Ltd ACN 007 417 549

**Address:** 2 Manikato Court, Mill Park, Vic 3082

**Attention:** Tony Ammendola

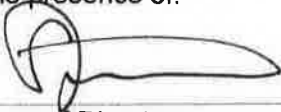
**Email:** tony@pebble.net.au

**Shares:** 2,156,003

---

Executed as an agreement:

Executed by **GMP Securities Australia** )  
**Pty Ltd** ACN 149 263 543 in accordance )  
with section 127 of the Corporations Act by )  
or in the presence of: )



Signature of Director

**ANDREW FRAZER**

Name of Director in full

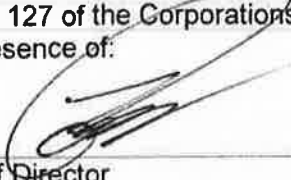


Signature of Director/Secretary

**GEOFFREY REILLY**

Name of Director/Secretary in full

Executed by **Manikato Financial Services** )  
**Pty Ltd** ACN 007 417 549 in accordance )  
with section 127 of the Corporations Act by )  
or in the presence of: )



Signature of Director

**TONY AMMENDEOLA**

Name of Director in full



Signature of Director/Secretary

**MERIUM AMMENDEOLA**

Name of Director/Secretary in full



HOTCOPPER HOLDINGS LIMITED (ACN 611 717 036)

This is Annexure C of 11 pages referred to in Form 603 (Notice of Initial Substantial Holder)

Signed:

Print Name:

Capacity:

Date:

*Geoffrey Reilly*  
*DIRECTOR*  
*31/1/2017*

ANNEXURE C

## Orderly Market Agreement

**GMP Securities Australia Pty Ltd ACN 149 263 543**  
Manager

and

**The Shareholder**  
Shareholder



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## Orderly Market Agreement

Date 15 April 2016

### Parties

**GMP Securities Australia Pty Ltd**  
Manager

ACN 149 263 543  
Level 9, 190 St Georges Terrace, Perth WA  
6000

**The Shareholder**  
Shareholder

As described in the schedule

### Recitals

- A. The Company proposes to issue Shares to the Shareholder pursuant to the Sale Agreement.
- B. The Shareholder has agreed to appoint the Manager as the exclusive agent for the Disposal of any of those Shares for a period of 24 months from the Issue Date, and otherwise on the terms of this document.

### This document provides

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this document:

**ASX** means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange.

**ASX Listing Rules** means the official listing rules of ASX.

**Business Day** means a day upon which ASX is open for trading.

**Company** means HotCopper Holdings Limited ACN 611 717 036

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

**document** means this orderly market agreement.

**Dispose or Disposal** means:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign;
- (c) create, or agree to create, any Security Interest in the Shares; or



- (d) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Shares.

**Issue Date** means the date of issue of the Shares.

**Management Period** means the period commencing on the Issue Date and ending 24 months after the Issue Date.

**Sale Agreement** means the agreement for the sale and purchase of Report Card Pty Ltd ACN 092 598 859 between the shareholders of Report Card Pty Ltd and the Company.

**Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).

**Shares** means those Shares issued to the Shareholder pursuant to the Sale Agreement and set out in the schedule, and includes all other securities issued to the Shareholder in respect of those Shares as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

**Takeover Bid** has the same meaning given to that term in the Corporations Act.

## 1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;
- (c) a reference to this document or to any other agreement, document or document includes, respectively, this document or that other agreement, document or document as amended, novated, supplemented, varied or replaced from time to time;
- (d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document;
- (e) the word "includes" in any form is not a word of limitation;
- (f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and
- (g) all reference to times are to the time in Perth, Western Australia.



## **2. Exclusive agency for Disposal of Shares**

### **2.1 Exclusive agency**

- (a) The Shareholder appoints the Manager as the exclusive agent for the Disposal of the Shares during the Management Period.
- (b) The parties will execute any documents or other authorities required to give effect to this document and to comply with relevant legislation or regulation.
- (c) The Manager will be entitled to a brokerage fee of 2% on all Disposals of Shares under the terms of this document.

### **2.2 No Disposal otherwise**

The Shareholder undertakes and agrees not to Dispose of any Shares during the Management Period other than in accordance with clauses 4, 5, 6 or 7.

## **3. Acknowledgements, undertakings and warranties**

The Shareholder:

- (a) represents and warrants that it has not done or omitted to do any act before the date of this document which would breach any clause if done or omitted to be done after the date of this document;
- (b) undertakes that if it Disposes of any of the Shares in breach of the provisions of this document, the Shareholder will, within three Business Days of the Disposal, purchase on market, subject to paragraph (c), the number of Shares that equal the number of the Shares the subject of the Disposal;
- (c) shall not be required to acquire Shares under paragraph (b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this document or information of which it has become aware in connection with this document unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this document or information of which it has become aware in connection with this document from time to time as required by the ASX Listing Rules or the Corporations Act.

## **4. Exercise of other rights attaching to Shares**

The terms of this document do not impair any right of the Shareholder to exercise a right attaching to a Share that entitles the Shareholder to purchase or otherwise acquire another security or to exchange or convert a Share into another security or to exercise any voting rights in respect of a Share.



## **5. Takeover Bids**

The restrictions imposed by this document will cease to apply in any instance of a Takeover Bid or otherwise where rules 9.17 and 9.18 of the ASX Listing Rules would apply to an instance of an ASX imposed restriction on securities of the Company.

## **6. Sale instigated by Shareholder**

During the Management Period, the Shareholder may instigate a Disposal of Shares by:

- (a) Providing written notice to the Manager stating the number of Shares to be Disposed, any minimum price that will be accepted and any other relevant terms (**Disposal Notice**); and
- (b) Thereafter the Manager is authorised to effect the requested Disposal on a best endeavours basis and on the best terms available until, or unless, the Shareholder revokes the Disposal Notice by further written notice to that effect (**Revocation Notice**);

## **7. Sale instigated by Manager**

During the Management Period, the Manager may instigate a Disposal of Shares by:

- (a) Providing written notice to all Shareholders who have entered into Orderly Market Agreements (**Vendors**) stating the number of Shares for which it has demand (**Requested Shares**), the price that is offered and any other relevant terms (**Offer**);
- (b) The opportunity to Dispose the Requested Shares in the Offer must be offered pro rata to all Vendors' proportion of Shares;
- (c) Each Vendor will then have 3 Business Days from the date of the Offer to accept by notice (**Acceptance**), in whole or in part, or declining it. A failure to respond within this time will be deemed a decline;
- (d) Any Requested Shares which are Offered to a Vendor, but not accepted via paragraph (c), may be offered by the Manager to any other Vendor/s who accepted their Offer in full as the Manager determines in its discretion until all of the Requested Shares have been allocated and crossed.

## **8. Notices**

### **8.1 Form and delivery**

A notice, consent, information or request that must or may be given or made to a party under this document is only given or made if it is:

- (a) delivered or posted to that party at the address stated in clause 8.2; or
- (b) emailed to that Party to the email address stated in clause 8.2,



or to any alternate address or email address notified.

## **8.2 Contact details**

The parties' contact details for the purposes of clause 8.1 are:

<b>Name:</b>	GMP Securities Australia Pty Limited
<b>Address:</b>	Level 9, 190 St Georges Terrace, Perth WA
<b>Attention:</b>	Mr Geoff Reilly
<b>Email:</b>	greilly@gmpsecurities.com.au

<b>Name:</b>	The Shareholder
<b>Address:</b>	As per the schedule
<b>Attention:</b>	As per the schedule
<b>Email:</b>	As per the schedule

## **8.3 Execution of emails**

In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that is being sent by a person authorised to send the email on behalf of that party.

## **8.4 Receipt and effect**

A notice, consent, information or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 3 Business Days after it is posted.
- (c) If it is sent by email, as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system).
- (d) If:
  - (i) a notice, consent, information or request is delivered; or
  - (ii) the electronic confirmation of receipt of an email of a notice, consent, information or request from the recipient's information system is received,

after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00 am the next Business Day.



**9. General**

**9.1 Governing Law**

This document shall be governed by and construed in accordance with the laws of Western Australia and the Parties submit themselves to the non-exclusive jurisdiction of the Courts of that State.

**9.2 Further Assurance**

Each Party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this document whether before or after its execution.

**9.3 Entire Agreement**

The Parties acknowledge that this document constitutes the entire agreement between them in relation to its subject matter and supersedes all previous negotiations, understandings and agreements with respect thereto subject to the parties entering into further documentation.

**9.4 Costs**

- (a) Each Party bear their own legal and other costs in respect of the preparation, consideration and execution of this document.
- (b) The Company will pay all stamp duty assessed on or in relation to this document and any counterparts.

**9.5 Variation**

No variation, modification or waiver of any provision of this document nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

**9.6 Severability**

If any provision of this document is void, voidable by any Party, unenforceable or illegal in any jurisdiction it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this document without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this document which will continue in full force and effect.

**9.7 Counterparts**

This document may be executed in any number of counterparts and by facsimile or electronic copies, all of which taken together constitute one and the same document. The execution of this document shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.







**Schedule**

**Shareholder:**

**Name:** Magenta City Pty Ltd ACN 065 388 936

**Address:** PO Box 3051, Dudley Park WA 6210

**Attention:** Warren Emery

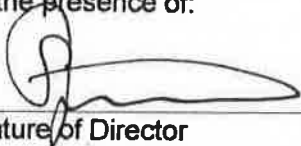
**Email:** emery@wn.com.au

**Shares:** 2,129,711



Executed as an agreement:

Executed by **GMP Securities Australia** )  
**Pty Ltd** ACN 149 263 543 in accordance )  
with section 127 of the Corporations Act by )  
or in the presence of: )



Signature of Director

ANDREW FRAZER

Name of Director in full

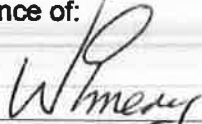


Signature of Director/Secretary

GEORGEY REILLY

Name of Director/Secretary in full

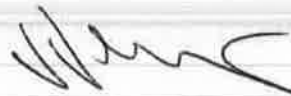
Executed by **Magenta City Pty Ltd** ACN )  
065 388 936 in accordance with section )  
127 of the Corporations Act by or in the )  
presence of: )



Signature of Director

WARREN EMERY

Name of Director in full



Signature of Director/Secretary

VERONICA EMERY

Name of Director/Secretary in full





HOTCOPPER HOLDINGS LIMITED (ACN 611 717 036)

This is Annexure D of 10 pages referred to in Form 603 (Notice of Initial Substantial Holder)

Signed:

Print Name:

Capacity:

Date:

*Geoffrey Reilly*  
**DIRECTOR**  
**31/1/2017**

**ANNEXURE D**

## Orderly Market Agreement

**GMP Securities Australia Pty Ltd ACN 149 263 543**  
**Manager**

**and**

**The Shareholder**  
**Shareholder**



Grantleigh House

Grantleigh House Pty Ltd | ABN 28 604 999 902  
+61 413 777 286 | [simon.owen@bigpond.com](mailto:simon.owen@bigpond.com)  
PO Box 424 Cottesloe WA 6911

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## Orderly Market Agreement

Date 15 April 2016

### Parties

**GMP Securities Australia Pty Ltd**  
Manager

ACN 149 263 543  
Level 9, 190 St Georges Terrace, Perth WA  
6000

**The Shareholder**  
Shareholder

As described in the schedule

### Recitals

- A. The Company proposes to issue Shares to the Shareholder pursuant to the Sale Agreement.
- B. The Shareholder has agreed to appoint the Manager as the exclusive agent for the Disposal of any of those Shares for a period of 24 months from the Issue Date, and otherwise on the terms of this document.

### This document provides

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this document:

**ASX** means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange.

**ASX Listing Rules** means the official listing rules of ASX.

**Business Day** means a day upon which ASX is open for trading.

**Company** means HotCopper Holdings Limited ACN 611 717 036

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

**document** means this orderly market agreement.

**Dispose or Disposal** means:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign;
- (c) create, or agree to create, any Security Interest in the Shares; or



- (d) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Shares.

**Issue Date** means the date of issue of the Shares.

**Management Period** means the period commencing on the Issue Date and ending 24 months after the Issue Date.

**Sale Agreement** means the agreement for the sale and purchase of Report Card Pty Ltd ACN 092 598 859 between the shareholders of Report Card Pty Ltd and the Company.

**Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).

**Shares** means those Shares issued to the Shareholder pursuant to the Sale Agreement and set out in the schedule, and includes all other securities issued to the Shareholder in respect of those Shares as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

**Takeover Bid** has the same meaning given to that term in the Corporations Act.

## 1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;
- (c) a reference to this document or to any other agreement, document or document includes, respectively, this document or that other agreement, document or document as amended, novated, supplemented, varied or replaced from time to time;
- (d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document;
- (e) the word "includes" in any form is not a word of limitation;
- (f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and
- (g) all reference to times are to the time in Perth, Western Australia.





## **2. Exclusive agency for Disposal of Shares**

### **2.1 Exclusive agency**

- (a) The Shareholder appoints the Manager as the exclusive agent for the Disposal of the Shares during the Management Period.
- (b) The parties will execute any documents or other authorities required to give effect to this document and to comply with relevant legislation or regulation.
- (c) The Manager will be entitled to a brokerage fee of 2% on all Disposals of Shares under the terms of this document.

### **2.2 No Disposal otherwise**

The Shareholder undertakes and agrees not to Dispose of any Shares during the Management Period other than in accordance with clauses 4, 5, 6 or 7.

## **3. Acknowledgements, undertakings and warranties**

The Shareholder:

- (a) represents and warrants that it has not done or omitted to do any act before the date of this document which would breach any clause if done or omitted to be done after the date of this document;
- (b) undertakes that if it Disposes of any of the Shares in breach of the provisions of this document, the Shareholder will, within three Business Days of the Disposal, purchase on market, subject to paragraph (c), the number of Shares that equal the number of the Shares the subject of the Disposal;
- (c) shall not be required to acquire Shares under paragraph (b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this document or information of which it has become aware in connection with this document unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this document or information of which it has become aware in connection with this document from time to time as required by the ASX Listing Rules or the Corporations Act.

## **4. Exercise of other rights attaching to Shares**

The terms of this document do not impair any right of the Shareholder to exercise a right attaching to a Share that entitles the Shareholder to purchase or otherwise acquire another security or to exchange or convert a Share into another security or to exercise any voting rights in respect of a Share.



## **5. Takeover Bids**

The restrictions imposed by this document will cease to apply in any instance of a Takeover Bid or otherwise where rules 9.17 and 9.18 of the ASX Listing Rules would apply to an instance of an ASX imposed restriction on securities of the Company.

## **6. Sale instigated by Shareholder**

During the Management Period, the Shareholder may instigate a Disposal of Shares by:

- (a) Providing written notice to the Manager stating the number of Shares to be Disposed, any minimum price that will be accepted and any other relevant terms (**Disposal Notice**); and
- (b) Thereafter the Manager is authorised to effect the requested Disposal on a best endeavours basis and on the best terms available until, or unless, the Shareholder revokes the Disposal Notice by further written notice to that effect (**Revocation Notice**);

## **7. Sale instigated by Manager**

During the Management Period, the Manager may instigate a Disposal of Shares by:

- (a) Providing written notice to all Shareholders who have entered into Orderly Market Agreements (**Vendors**) stating the number of Shares for which it has demand (**Requested Shares**), the price that is offered and any other relevant terms (**Offer**);
- (b) The opportunity to Dispose the Requested Shares in the Offer must be offered pro rata to all Vendors' proportion of Shares;
- (c) Each Vendor will then have 3 Business Days from the date of the Offer to accept by notice (**Acceptance**), in whole or in part, or declining it. A failure to respond within this time will be deemed a decline;
- (d) Any Requested Shares which are Offered to a Vendor, but not accepted via paragraph (c), may be offered by the Manager to any other Vendor/s who accepted their Offer in full as the Manager determines in its discretion until all of the Requested Shares have been allocated and crossed.

## **8. Notices**

### **8.1 Form and delivery**

A notice, consent, information or request that must or may be given or made to a party under this document is only given or made if it is:

- (a) delivered or posted to that party at the address stated in clause 8.2; or
- (b) emailed to that Party to the email address stated in clause 8.2,



or to any alternate address or email address notified.

## **8.2 Contact details**

The parties' contact details for the purposes of clause 8.1 are:

<b>Name:</b>	GMP Securities Australia Pty Limited
<b>Address:</b>	Level 9, 190 St Georges Terrace, Perth WA
<b>Attention:</b>	Mr Geoff Reilly
<b>Email:</b>	greilly@gmpsecurities.com.au

<b>Name:</b>	The Shareholder
<b>Address:</b>	As per the schedule
<b>Attention:</b>	As per the schedule
<b>Email:</b>	As per the schedule

## **8.3 Execution of emails**

In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that is being sent by a person authorised to send the email on behalf of that party.

## **8.4 Receipt and effect**

A notice, consent, information or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 3 Business Days after it is posted.
- (c) If it is sent by email, as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system).
- (d) If:
  - (i) a notice, consent, information or request is delivered; or
  - (ii) the electronic confirmation of receipt of an email of a notice, consent, information or request from the recipient's information system is received,

after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00 am the next Business Day.



**9. General**

**9.1 Governing Law**

This document shall be governed by and construed in accordance with the laws of Western Australia and the Parties submit themselves to the non-exclusive jurisdiction of the Courts of that State.

**9.2 Further Assurance**

Each Party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this document whether before or after its execution.

**9.3 Entire Agreement**

The Parties acknowledge that this document constitutes the entire agreement between them in relation to its subject matter and supersedes all previous negotiations, understandings and agreements with respect thereto subject to the parties entering into further documentation.

**9.4 Costs**

- (a) Each Party bear their own legal and other costs in respect of the preparation, consideration and execution of this document.
- (b) The Company will pay all stamp duty assessed on or in relation to this document and any counterparts.

**9.5 Variation**

No variation, modification or waiver of any provision of this document nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

**9.6 Severability**

If any provision of this document is void, voidable by any Party, unenforceable or illegal in any jurisdiction it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this document without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this document which will continue in full force and effect.

**9.7 Counterparts**

This document may be executed in any number of counterparts and by facsimile or electronic copies, all of which taken together constitute one and the same document. The execution of this document shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.



**Schedule**

**Shareholder:**

**Name:** Mal Steane Pty Ltd ACN 067 561 095

**Address:** 44 Bingley Street, Howrah, Tas 7018

**Attention:** Malcolm Steane

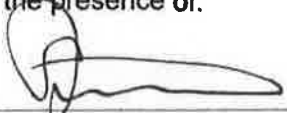
**Email:** msteane@bigpond.net.au

**Shares:** 1,086,766



Executed as an agreement:

Executed by GMP Securities Australia )  
Pty Ltd ACN 149 263 543 in accordance )  
with section 127 of the Corporations Act by )  
or in the presence of: )

  
\_\_\_\_\_  
Signature of Director

ANDREW FRAZER  
\_\_\_\_\_  
Name of Director in full

  
\_\_\_\_\_  
Signature of Director/Secretary

GEOFFREY REILLY  
\_\_\_\_\_  
Name of Director/Secretary in full

Executed by Mal Steane Pty Ltd ACN 067 )  
561 095 in accordance with section 127 of )  
the Corporations Act by or in the presence )  
of: )

  
\_\_\_\_\_  
Signature of Director

Annette Maria Steane  
\_\_\_\_\_  
Name of Director in full

  
\_\_\_\_\_  
Signature of Director/Secretary

Malcolm Steane  
\_\_\_\_\_  
Name of Director/Secretary in full



HOTCOPPER HOLDINGS LIMITED (ACN 611 717 036)

This is Annexure E of 11 pages referred to in Form 603 (Notice of Initial Substantial Holder)

Signed:

Print Name:

Capacity:

Date:

*Geoffrey Reilly*  
*DIRECTOR*  
*31/1/2017*

**ANNEXURE E**

## Orderly Market Agreement

GMP Securities Australia Pty Ltd ACN 149 263 543  
Manager

and

The Shareholder  
Shareholder



Grantleigh House

Grantleigh House Pty Ltd | ABN 28 604 999 902  
+61 413 777 286 | [simon.owen@bigpond.com](mailto:simon.owen@bigpond.com)  
PO Box 424 Cottesloe WA 6911

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## Orderly Market Agreement

Date 15 April 2016

### Parties

**GMP Securities Australia Pty Ltd**  
Manager

ACN 149 263 543  
Level 9, 190 St Georges Terrace, Perth WA  
6000

**The Shareholder**  
Shareholder

As described in the schedule

### Recitals

- A. The Company proposes to issue Shares to the Shareholder pursuant to the Sale Agreement.
- B. The Shareholder has agreed to appoint the Manager as the exclusive agent for the Disposal of any of those Shares for a period of 24 months from the Issue Date, and otherwise on the terms of this document.

### This document provides

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this document:

**ASX** means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange.

**ASX Listing Rules** means the official listing rules of ASX.

**Business Day** means a day upon which ASX is open for trading.

**Company** means HotCopper Holdings Limited ACN 611 717 036

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

**document** means this orderly market agreement.

**Dispose or Disposal** means:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign;
- (c) create, or agree to create, any Security Interest in the Shares; or



- (d) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Shares.

**Issue Date** means the date of issue of the Shares.

**Management Period** means the period commencing on the Issue Date and ending 24 months after the Issue Date.

**Sale Agreement** means the agreement for the sale and purchase of Report Card Pty Ltd ACN 092 598 859 between the shareholders of Report Card Pty Ltd and the Company.

**Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).

**Shares** means those Shares issued to the Shareholder pursuant to the Sale Agreement and set out in the schedule, and includes all other securities issued to the Shareholder in respect of those Shares as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

**Takeover Bid** has the same meaning given to that term in the Corporations Act.

## 1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;
- (c) a reference to this document or to any other agreement, document or document includes, respectively, this document or that other agreement, document or document as amended, novated, supplemented, varied or replaced from time to time;
- (d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document;
- (e) the word "includes" in any form is not a word of limitation;
- (f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and
- (g) all reference to times are to the time in Perth, Western Australia.



## **2. Exclusive agency for Disposal of Shares**

### **2.1 Exclusive agency**

- (a) The Shareholder appoints the Manager as the exclusive agent for the Disposal of the Shares during the Management Period.
- (b) The parties will execute any documents or other authorities required to give effect to this document and to comply with relevant legislation or regulation.
- (c) The Manager will be entitled to a brokerage fee of 2% on all Disposals of Shares under the terms of this document.

### **2.2 No Disposal otherwise**

The Shareholder undertakes and agrees not to Dispose of any Shares during the Management Period other than in accordance with clauses 4, 5, 6 or 7.

## **3. Acknowledgements, undertakings and warranties**

The Shareholder:

- (a) represents and warrants that it has not done or omitted to do any act before the date of this document which would breach any clause if done or omitted to be done after the date of this document;
- (b) undertakes that if it Disposes of any of the Shares in breach of the provisions of this document, the Shareholder will, within three Business Days of the Disposal, purchase on market, subject to paragraph (c), the number of Shares that equal the number of the Shares the subject of the Disposal;
- (c) shall not be required to acquire Shares under paragraph (b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this document or information of which it has become aware in connection with this document unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this document or information of which it has become aware in connection with this document from time to time as required by the ASX Listing Rules or the Corporations Act.

## **4. Exercise of other rights attaching to Shares**

The terms of this document do not impair any right of the Shareholder to exercise a right attaching to a Share that entitles the Shareholder to purchase or otherwise acquire another security or to exchange or convert a Share into another security or to exercise any voting rights in respect of a Share.



## 5. Takeover Bids

The restrictions imposed by this document will cease to apply in any instance of a Takeover Bid or otherwise where rules 9.17 and 9.18 of the ASX Listing Rules would apply to an instance of an ASX imposed restriction on securities of the Company.

## 6. Sale instigated by Shareholder

During the Management Period, the Shareholder may instigate a Disposal of Shares by:

- (a) Providing written notice to the Manager stating the number of Shares to be Disposed, any minimum price that will be accepted and any other relevant terms (**Disposal Notice**); and
- (b) Thereafter the Manager is authorised to effect the requested Disposal on a best endeavours basis and on the best terms available until, or unless, the Shareholder revokes the Disposal Notice by further written notice to that effect (**Revocation Notice**);

## 7. Sale instigated by Manager

During the Management Period, the Manager may instigate a Disposal of Shares by:

- (a) Providing written notice to all Shareholders who have entered into Orderly Market Agreements (**Vendors**) stating the number of Shares for which it has demand (**Requested Shares**), the price that is offered and any other relevant terms (**Offer**);
- (b) The opportunity to Dispose the Requested Shares in the Offer must be offered pro rata to all Vendors' proportion of Shares;
- (c) Each Vendor will then have 3 Business Days from the date of the Offer to accept by notice (**Acceptance**), in whole or in part, or declining it. A failure to respond within this time will be deemed a decline;
- (d) Any Requested Shares which are Offered to a Vendor, but not accepted via paragraph (c), may be offered by the Manager to any other Vendor/s who accepted their Offer in full as the Manager determines in its discretion until all of the Requested Shares have been allocated and crossed.

## 8. Notices

### 8.1 Form and delivery

A notice, consent, information or request that must or may be given or made to a party under this document is only given or made if it is:

- (a) delivered or posted to that party at the address stated in clause 8.2; or
- (b) emailed to that Party to the email address stated in clause 8.2,



or to any alternate address or email address notified.

## **8.2 Contact details**

The parties' contact details for the purposes of clause 8.1 are:

Name:	GMP Securities Australia Pty Limited
Address:	Level 9, 190 St Georges Terrace, Perth WA
Attention:	Mr Geoff Reilly
Email:	greilly@gmpsecurities.com.au

Name:	The Shareholder
Address:	As per the schedule
Attention:	As per the schedule
Email:	As per the schedule

## **8.3 Execution of emails**

In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that is being sent by a person authorised to send the email on behalf of that party.

## **8.4 Receipt and effect**

A notice, consent, information or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 3 Business Days after it is posted.
- (c) If it is sent by email, as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system).
- (d) If:
  - (i) a notice, consent, information or request is delivered; or
  - (ii) the electronic confirmation of receipt of an email of a notice, consent, information or request from the recipient's information system is received,

after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00 am the next Business Day.



## **9. General**

### **9.1 Governing Law**

This document shall be governed by and construed in accordance with the laws of Western Australia and the Parties submit themselves to the non-exclusive jurisdiction of the Courts of that State.

### **9.2 Further Assurance**

Each Party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this document whether before or after its execution.

### **9.3 Entire Agreement**

The Parties acknowledge that this document constitutes the entire agreement between them in relation to its subject matter and supersedes all previous negotiations, understandings and agreements with respect thereto subject to the parties entering into further documentation.

### **9.4 Costs**

- (a) Each Party bear their own legal and other costs in respect of the preparation, consideration and execution of this document.
- (b) The Company will pay all stamp duty assessed on or in relation to this document and any counterparts.

### **9.5 Variation**

No variation, modification or waiver of any provision of this document nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

### **9.6 Severability**

If any provision of this document is void, voidable by any Party, unenforceable or illegal in any jurisdiction it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this document without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this document which will continue in full force and effect.

### **9.7 Counterparts**

This document may be executed in any number of counterparts and by facsimile or electronic copies, all of which taken together constitute one and the same document. The execution of this document shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.





**Schedule**

**Shareholder:**

Name: Rebecca Caroline Argyle

Address: C/o PO Box Z5108, St Georges Terrace, Perth WA 6831

Attention: Rebecca Argyle

Email: c/o gavin@cipartners.com.au

**Shares: 5,039,439**





Executed as an agreement:

Executed by **GMP Securities Australia  
Pty Ltd** ACN 149 263 543 in accordance  
with section 127 of the Corporations Act by  
or in the presence of:

Signature of Director

ANDREW FRAZER  
Name of Director in full

Signature of Director/Secretary

GEORGE REILLY  
Name of Director/Secretary in full

Signed by  
**Rebecca Caroline Argyle**  
in the presence of:

Witness:

Signature:

Full Name:

Address:

Occupation:

CA Jones  
CAROL ANNE JONES  
35 ADDISLAND CT., HOLLAND VILLAS  
Retired  
Rd.  
LONDON W14 8DA





HOTCOPPER HOLDINGS LIMITED (ACN 611 717 036)

This is Annexure F of 11 pages referred to in Form 603 (Notice of Initial Substantial Holder)

Signed:

Print Name:

Capacity:

Date:

*Geoffrey Reilly*  
*DIRECTOR*  
*31/1/2017*

ANNEXURE F

## Orderly Market Agreement

GMP Securities Australia Pty Ltd ACN 149 263 543  
Manager

and

The Shareholder  
Shareholder

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## Orderly Market Agreement

Date 15 April 2016

### Parties

**GMP Securities Australia Pty Ltd**  
Manager

ACN 149 263 543  
Level 9, 190 St Georges Terrace, Perth WA  
6000

**The Shareholder**  
Shareholder

As described in the schedule

### Recitals

- A. The Company proposes to issue Shares to the Shareholder pursuant to the Sale Agreement.
- B. The Shareholder has agreed to appoint the Manager as the exclusive agent for the Disposal of any of those Shares for a period of 24 months from the Issue Date, and otherwise on the terms of this document.

### This document provides

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this document:

**ASX** means ASX Limited ACN 008 624 691 trading as the Australian Securities Exchange.

**ASX Listing Rules** means the official listing rules of ASX.

**Business Day** means a day upon which ASX is open for trading.

**Company** means HotCopper Holdings Limited ACN 611 717 036

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

**document** means this orderly market agreement.

**Dispose or Disposal** means:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign;
- (c) create, or agree to create, any Security Interest in the Shares; or



- (d) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Shares.

**Issue Date** means the date of issue of the Shares.

**Management Period** means the period commencing on the Issue Date and ending 24 months after the Issue Date.

**Sale Agreement** means the agreement for the sale and purchase of Report Card Pty Ltd ACN 092 598 859 between the shareholders of Report Card Pty Ltd and the Company.

**Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).

**Shares** means those Shares issued to the Shareholder pursuant to the Sale Agreement and set out in the schedule, and includes all other securities issued to the Shareholder in respect of those Shares as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

**Takeover Bid** has the same meaning given to that term in the Corporations Act.

## 1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;
- and unless the context indicates a contrary intention:
- (b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;
  - (c) a reference to this document or to any other agreement, document or document includes, respectively, this document or that other agreement, document or document as amended, novated, supplemented, varied or replaced from time to time;
  - (d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this document;
  - (e) the word "includes" in any form is not a word of limitation;
  - (f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and
  - (g) all reference to times are to the time in Perth, Western Australia.



## **2. Exclusive agency for Disposal of Shares**

### **2.1 Exclusive agency**

- (a) The Shareholder appoints the Manager as the exclusive agent for the Disposal of the Shares during the Management Period.
- (b) The parties will execute any documents or other authorities required to give effect to this document and to comply with relevant legislation or regulation.
- (c) The Manager will be entitled to a brokerage fee of 2% on all Disposals of Shares under the terms of this document.

### **2.2 No Disposal otherwise**

The Shareholder undertakes and agrees not to Dispose of any Shares during the Management Period other than in accordance with clauses 4, 5, 6 or 7.

## **3. Acknowledgements, undertakings and warranties**

The Shareholder:

- (a) represents and warrants that it has not done or omitted to do any act before the date of this document which would breach any clause if done or omitted to be done after the date of this document;
- (b) undertakes that if it Disposes of any of the Shares in breach of the provisions of this document, the Shareholder will, within three Business Days of the Disposal, purchase on market, subject to paragraph (c), the number of Shares that equal the number of the Shares the subject of the Disposal;
- (c) shall not be required to acquire Shares under paragraph (b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this document or information of which it has become aware in connection with this document unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this document or information of which it has become aware in connection with this document from time to time as required by the ASX Listing Rules or the Corporations Act.

## **4. Exercise of other rights attaching to Shares**

The terms of this document do not impair any right of the Shareholder to exercise a right attaching to a Share that entitles the Shareholder to purchase or otherwise acquire another security or to exchange or convert a Share into another security or to exercise any voting rights in respect of a Share.



## 5. Takeover Bids

The restrictions imposed by this document will cease to apply in any instance of a Takeover Bid or otherwise where rules 9.17 and 9.18 of the ASX Listing Rules would apply to an instance of an ASX imposed restriction on securities of the Company.

## 6. Sale instigated by Shareholder

During the Management Period, the Shareholder may instigate a Disposal of Shares by:

- (a) Providing written notice to the Manager stating the number of Shares to be Disposed, any minimum price that will be accepted and any other relevant terms (**Disposal Notice**); and
- (b) Thereafter the Manager is authorised to effect the requested Disposal on a best endeavours basis and on the best terms available until, or unless, the Shareholder revokes the Disposal Notice by further written notice to that effect (**Revocation Notice**);

## 7. Sale instigated by Manager

During the Management Period, the Manager may instigate a Disposal of Shares by:

- (a) Providing written notice to all Shareholders who have entered into Orderly Market Agreements (**Vendors**) stating the number of Shares for which it has demand (**Requested Shares**), the price that is offered and any other relevant terms (**Offer**);
- (b) The opportunity to Dispose the Requested Shares in the Offer must be offered pro rata to all Vendors' proportion of Shares;
- (c) Each Vendor will then have 3 Business Days from the date of the Offer to accept by notice (**Acceptance**), in whole or in part, or declining it. A failure to respond within this time will be deemed a decline;
- (d) Any Requested Shares which are Offered to a Vendor, but not accepted via paragraph (c), may be offered by the Manager to any other Vendor/s who accepted their Offer in full as the Manager determines in its discretion until all of the Requested Shares have been allocated and crossed.

## 8. Notices

### 8.1 Form and delivery

A notice, consent, information or request that must or may be given or made to a party under this document is only given or made if it is:

- (a) delivered or posted to that party at the address stated in clause 8.2; or
- (b) emailed to that Party to the email address stated in clause 8.2,





or to any alternate address or email address notified.

## 8.2 Contact details

The parties' contact details for the purposes of clause 8.1 are:

Name:	GMP Securities Australia Pty Limited
Address:	Level 9, 190 St Georges Terrace, Perth WA
Attention:	Mr Geoff Reilly
Email:	greilly@gmpsecurities.com.au

Name:	The Shareholder
Address:	As per the schedule
Attention:	As per the schedule
Email:	As per the schedule

## 8.3 Execution of emails

In the case of email notices, the sending party must ensure that each email is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that is being sent by a person authorised to send the email on behalf of that party.

## 8.4 Receipt and effect

A notice, consent, information or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 3 Business Days after it is posted.
- (c) If it is sent by email, as soon as it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system).
- (d) If:
  - (i) a notice, consent, information or request is delivered; or
  - (ii) the electronic confirmation of receipt of an email of a notice, consent, information or request from the recipient's information system is received,

after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00 am the next Business Day.



## **9. General**

### **9.1 Governing Law**

This document shall be governed by and construed in accordance with the laws of Western Australia and the Parties submit themselves to the non-exclusive jurisdiction of the Courts of that State.

### **9.2 Further Assurance**

Each Party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this document whether before or after its execution.

### **9.3 Entire Agreement**

The Parties acknowledge that this document constitutes the entire agreement between them in relation to its subject matter and supersedes all previous negotiations, understandings and agreements with respect thereto subject to the parties entering into further documentation.

### **9.4 Costs**

- (a) Each Party bear their own legal and other costs in respect of the preparation, consideration and execution of this document.
- (b) The Company will pay all stamp duty assessed on or in relation to this document and any counterparts.

### **9.5 Variation**

No variation, modification or waiver of any provision of this document nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

### **9.6 Severability**

If any provision of this document is void, voidable by any Party, unenforceable or illegal in any jurisdiction it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this document without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this document which will continue in full force and effect.

### **9.7 Counterparts**

This document may be executed in any number of counterparts and by facsimile or electronic copies, all of which taken together constitute one and the same document. The execution of this document shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.





**Schedule**

**Shareholder:**

Name: David Brian Argyle

Address: 16 Farrier Walk, London SW109FW, UK

Attention: Brian Argyle

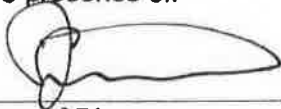
Email: dbargyle@yahoo.com

**Shares: 34,854,470**



Executed as an agreement:

Executed by GMP Securities Australia )  
Pty Ltd ACN 149 263 543 in accordance )  
with section 127 of the Corporations Act by )  
or in the presence of: )



Signature of Director

ANDREW FRAZER  
Name of Director in full



Signature of Director/Secretary

GEOFFREY REILLY  
Name of Director/Secretary in full

Signed by  
David Brian Argyle  
in the presence of:



Witness:

Signature:



Full Name:

CAROL ANNE JONES

Address:

35 ADDISLAND CT., HOLLAND VILLAS

Occupation:

Retired

INTERIOR DESIGN

LONDON W. 14 R.D. BDA





**Form 604**Corporations Act 2001  
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme **HOTCOPPER HOLDINGS LIMITED**ACN/ARSN **611 717 036****1. Details of substantial holder(1)**Name **SOMERS & PARTNERS PTY LTD**ACN/ARSN (if applicable) **149 263 543**There was a change in the interests of the  
substantial holder on26/09/2016

The previous notice was given to the company on

16/09/2016

The previous notice was dated

16/09/2016**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	49,078,834	44.62%	50,665,272	46.06%

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$121,250.00	500,000 ordinary shares	500,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$2,400.00	10,000 ordinary shares	10,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$2,452.32	10,218 ordinary shares	10,218
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$4,747.68	19,782 ordinary shares	19,782
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$19,252.32	80,218 ordinary shares	80,218
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$6,000.00	25,000 ordinary shares	25,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$18,000.00	75,000 ordinary shares	75,000

20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$3,273.13	14,231 ordinary shares	14,231
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$751.87	3,269 ordinary shares	3,269
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$3,450.00	15,000 ordinary shares	15,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$3,565.00	15,500 ordinary shares	15,500
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$460.00	2,000 ordinary shares	2,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$11,500.00	50,000 ordinary shares	50,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$5,340.14	22,724 ordinary shares	22,724
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$6,409.86	27,276 ordinary shares	27,276
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$5,340.14	22,724 ordinary shares	22,724
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$6,409.86	27,276 ordinary shares	27,276
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$2,990.14	12,724 ordinary shares	12,724
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$5,875.00	25,000 ordinary shares	25,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$2,884.86	12,276 ordinary shares	12,276
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$10,040.14	42,724 ordinary shares	42,724
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$1,709.86	7,276 ordinary shares	7,276
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$10,800.00	45,000 ordinary shares	45,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$1,200.00	5,000 ordinary shares	5,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$1,200.00	5,000 ordinary shares	5,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$4,800.00	20,000 ordinary shares	20,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$6,000.00	25,000 ordinary shares	25,000
20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$24,000.00	100,000 ordinary shares	100,000

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20/09/2016	Somers & Partners Pty Ltd	On market purchase	\$2,400.00	10,000 ordinary shares	10,000
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$1,108.50	4,717 ordinary shares	4,717
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$11,738.25	49,950 ordinary shares	49,950
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$11.75	50 ordinary shares	50
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$2,350.00	10,000 ordinary shares	10,000
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$1,175.00	5,000 ordinary shares	5,000
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$16,450.00	70,000 ordinary shares	70,000
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$940.71	4,003 ordinary shares	4,003
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$1,475.80	6,280 ordinary shares	6,280
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$892.80	3,720 ordinary shares	3,720
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$12,000.00	50,000 ordinary shares	50,000
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$6,000.00	25,000 ordinary shares	25,000
22/09/2016	Somers & Partners Pty Ltd	On market purchase	\$1,800.00	7,500 ordinary shares	7,500
23/09/2016	Somers & Partners Pty Ltd	On market purchase	\$23,040.00	100,000 ordinary shares	100,000
26/09/2016	Somers & Partners Pty Ltd	On market purchase	\$1,150.00	5,000 ordinary shares	5,000
26/09/2016	Somers & Partners Pty Ltd	On market purchase	\$3,450.00	15,000 ordinary shares	15,000

#### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Somers & Partners Pty Ltd	Anthony Raymond Cunningham	Anthony Raymond Cunningham	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/17.	3,812,445 ordinary shares	3,812,445

Somers & Partners Pty Ltd	Manikato Financial Services Pty Ltd ACN 007 417 549	Manikato Financial Services Pty Ltd ACN 007 417 549	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	2,156,003 ordinary shares	2,156,003
Somers & Partners Pty Ltd	Magenta City Pty Ltd ACN 065 388 936	Magenta City Pty Ltd ACN 065 388 936	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	2,129,711 ordinary shares	2,129,711
Somers & Partners Pty Ltd	Mal Steane Pty Ltd ACN 067 561 095	Mal Steane Pty Ltd ACN 067 561 095	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	1,086,766 ordinary shares	1,086,766
Somers & Partners Pty Ltd	Rebecca Caroline Argyle	Rebecca Caroline Argyle	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	5,039,439 ordinary shares	5,039,439
Somers & Partners Pty Ltd	David Brian Argyle	David Brian Argyle	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	34,854,470 ordinary shares	34,854,470
Somers & Partners Pty Ltd	Pershing Securities Australia Pty Ltd	Somers & Partners Pty Ltd	Beneficial Holder pursuant to Equities and Derivatives Clearing Agreement annexed as Annexure A.	1,586,438 fully paid ordinary shares	1,586,438

#### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

#### 6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Anthony Raymond Cunningham	C/- PO Box Z5467, Perth WA 6831
Manikato Financial Services Pty Ltd ACN 007 417 549	2 Manikato Court, Mill Park VIC 3082
Magenta City Pty Ltd ACN 065 388 936	PO Box 3051, Dudley Park WA 6210

Mal Steane Pty Ltd ACN 067 561 095	44 Bingley Street, Howrah TAS 7018
Rebecca Caroline Argyle	C/- PO Box Z5108, St Georges Terrace, Perth WA 6831
David Brian Argyle	16 Farrier Walk, London SW109FW, UK
Somers & Partners Pty Ltd	Level 9, 190 St Georges Terrace, Perth WA 6000
Pershing Securities Australia Pty Ltd	Level 7, 1 Chifley Square, Sydney NSW 2000

## Signature

print name **Geoff Reilly** capacity **Director of Substantial Holder**  
 sign here  date **31/01/2017**

### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

HOTCOPPER HOLDINGS LIMITED (ACN 611 717 036)

This is Annexure A of 60 pages referred to in Form 604 (Notice of Change of Interests of Substantial Holder)

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_

*Geoffrey Reilly*  
*DIRECTOR*  
*31/1/2017*

ANNEXURE A

## Equities and Derivatives Clearing Agreement

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### **Pershing Services Australia Pty Ltd**

ABN 601 361 84962

AFSL No. 338264

### **GMP Securities Australia Pty Limited**

ABN 46 149 263 543

AFSL No. 403684

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# Equities and Derivatives Clearing Agreement

**DATE** 23 MARCH 2012

## **PARTIES**

**Pershing Services Australia Pty Ltd** ABN 60 136 184 962 **AFSL No.** 338264 of Level 7,  
1 Chifley Square Sydney NSW 2000 (**Pershing**)

**GMP Securities Australia Pty Limited** ABN 46 149 263 543 **AFSL No.** 403684 of Level  
9, 190 St Georges Terrace, Perth WA 6000 (**Correspondent**)

## **RECITALS**

- A. Pershing is a Clearing Participant.
- B. The Correspondent is a Trading Participant of one or more Relevant Exchanges.
- C. The Correspondent and Pershing have agreed that Pershing will act as the Correspondent's Clearing Participant for all Transactions in accordance with the terms and conditions of this agreement under the regulatory framework established by each Relevant Exchange and ASX Clear.
- D. This agreement applies to the clearing of Equities and Derivatives Transactions.

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

#### **1.1 Definitions**

The following definitions apply in this document.

**Accredited Adviser** has the meaning given to it in the ASX Market Integrity Rules.

**AFSL** means an Australian financial services licence granted under Part 7.6 of the Corporations Act.

**AML/CTF Law** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

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

**ASX** means ASX Limited ABN 98 008 624 691.

**ASX Clear** means ASX Clear Pty Limited ABN 48 001 314 503 (previously Australian Clearing House Pty Ltd ABN 48 001 314 503).

**ASX Clear Client Account** means a Client Account (as defined in the ASX Clear Operating Rules) opened with ASX Clear in the name of Pershing in respect of a Client (or clients) of the Correspondent or in respect of the Correspondent (as the case may be).

**ASX Clear Rules** means the operating rules of ASX Clear as amended from time to time.

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**ASX Market Integrity Rules** means the *ASIC Market Integrity Rules (ASX Market) 2010*, as amended from time to time.

**ASX Settlement** means ASX Settlement Pty Ltd ABN 49 008 504 532.

**ASX Settlement Rules** means the operating rules of ASX Settlement as amended from time to time.

**Bond** has the meaning given to it in clause 28 and includes any additional amount that the Correspondent has to provide to Pershing as a result of an increase in the required amount of the Bond from time to time.

**Brokerage** means brokerage or commission which the Correspondent charges a Client in respect of a Transaction including an amount recoverable from the Client on account of GST.

**Business Day** has the meaning given to it in the ASX Clear Rules.

**Call Option** has the meaning given to it in the ASX Clear Rules.

**Chi-X** means Chi-X Australia Pty Ltd ABN 47 129 584 667.

**Chi-X Market Integrity Rules** means the *ASIC Market Integrity Rules (Chi-X Australia Market) 2011*, as amended from time to time.

**Clearing** means the delivery and settlement of Transactions by a Clearing Participant in accordance with the ASX Clear Rules.

**Clearing Obligations** has the meaning given to it in the ASX Clear Rules and, if Pershing is to clear Derivatives Transactions executed by the Correspondent, includes the obligations of a Clearing Participant in relation to:

- (a) the execution and settlement of the purchase and sale of Underlying Financial Products arising out of the submission of an Exercise Notice by Pershing to ASX Clear in relation to a Derivatives Contract or the allocation by ASX Clear to Pershing of an Exercise Notice in relation to a Derivatives Contract; and
- (b) the payment of the Settlement Amount (as defined in the ASX Clear Rules) on the allocation of an Exercise Notice in relation to a Derivatives Contract over an Underlying Index.

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

**Client** means a person to whom the Correspondent has provided, provides, or proposes to provide at any time in the future, services as a Trading Participant.

**Client Account** means an account opened by Pershing in relation to a particular Client for the purposes of this agreement.

**Client Agreement** means any of the following:

- (a) Pershing Derivatives Client Agreement;
- (b) Sponsorship Agreement;
- (c) Pershing's agreement with a Client which relates to the services provided by Pershing to the Client as anticipated under clause 22.2;
- (d) Pershing's direct debit terms and conditions; and

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- (e) any other agreement or document required by the Corporations Act, Exchange Rules, ASX Clear Rules or ASX Settlement Rules to be entered into by a Client and Pershing before services contemplated by this agreement or associated arrangements can be provided by Pershing to or in respect of that client.

**Client Debt** in relation to a Transaction for a Client means the sum of:

- (a) in the case of a purchase, the purchase price for the relevant Traded Products and, in the case of a sale, the cost of buying in the Traded Products in order for Pershing to meet its Clearing Obligations; and
- (b) if applicable, any amount referred to in clause 19.7, and any amount recoverable by Pershing from the Client under the Exchange Rules, the Disclosure Statement, the Pershing Derivatives Client Agreement, a Confirmation or a Daily Statement in the event that the Client fails to perform any of its obligations.

**Client Derivatives Obligations** means all obligations owed by a client to Pershing in accordance with the relevant Pershing Derivatives Client Agreement, Correspondent Derivatives Client Agreement, Daily Statements and Confirmations sent to that client, the Exchange Rules, the ASX Clear Rules and the ASX Settlement Rules including the obligations of the client:

- (a) under the relevant Pershing Derivatives Client Agreement to pay moneys or provide other security to Pershing in connection with the obligations incurred by Pershing in relation to Derivatives Transactions executed on behalf of that client;
- (b) in respect of any Derivatives Contract in relation to which Pershing has submitted an Exercise Notice to ASX Clear on behalf of that client and any sale or purchase of any Underlying Financial Products which results;
- (c) in respect of any Derivatives Contract in relation to which that client is the writer and an Exercise Notice has been allocated by ASX Clear and any sale or purchase of any Underlying Financial Products which results;
- (d) in respect of any Derivatives Transaction executed on the instruction of the client or by Pershing under the relevant Pershing Derivatives Client Agreement in order to Close Out any Derivatives Contract held by or on behalf of that client; and
- (e) to pay the Commission or any Relevant Exchange or ASX Clear fees to Pershing in accordance with the Pershing Derivatives Client Agreement or the Correspondent Derivatives Client Agreement.

**Client Obligations** means the obligations owed by a Client (or in respect of Principal Transactions, by the Correspondent) to Pershing in respect of Transactions, as set out in the Disclosure Statement and, if Pershing is to have the Clearing Obligations in respect of Derivatives Transactions executed by the Correspondent, includes Client Derivatives Obligations.

**Close Out** means the action taken to sell or purchase Traded Products relating to any Transaction where the Client has failed to complete the contract, or a portion of the contract, following the making of a demand to the Client to settle the Transaction and in relation to an Derivatives Transaction, has the meaning given to it in the ASX Clear Rules.

**Commencement Date** has the meaning given to it in clause 3.2.

**Competition Market Integrity Rules** means the *ASIC Market Integrity Rules (Competition in Exchange Markets) 2011*, as amended from time to time.

**Confirmation** has the meaning given to it in clause 14.1(a).

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**Corporate Transaction** means any underwriting, sub-underwriting, issue of Warrants or any other arrangement that may involve the Correspondent assuming a liability (other than a Liability).

**Correspondent Derivatives Client Agreement** means the agreement in the form approved by Pershing from time to time between the Correspondent and a Client entered into in accordance with the Exchange Rules.

**Correspondent's Data** has the meaning given to it in clause 5.2.

**Correspondent's Network** means the hardware, software and associated equipment used by the Correspondent to carry on its business as a Correspondent.

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

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

**Daily Statement** has the meaning given to it in clause 14.1(b).

**Derivatives Contract** means, as the context requires, a Derivatives Market Contract (as defined in the ASX Market Integrity Rules) and/or a Derivatives CCP Contract (as defined in the ASX Clear Rules) and/or the corresponding contract between the Correspondent and the Client and/or Pershing and client.

**Derivatives Transaction** has the meaning given to Derivatives Market Transaction in the ASX Market Integrity Rules and where the context requires includes the sale or purchase of Underlying Financial Products following the exercise of a Derivatives Contract.

**Disclosure Statement** means the written disclosure statement in the form approved by Pershing from time to time to be given to a Client in accordance with the Exchange Rules and this agreement.

**DTR** has the meaning given to it in the Market Integrity Rules.

**Event of Insolvency** means the entering into or the proposing of any, scheme, arrangement or assignment for the benefit of creditors, stopping or suspending payment of the relevant company's debt or announcing an intention of so doing, the appointment of or any other action which could lead to the appointment of, an administrator, receiver or receiver and manager with respect to the whole or any part of the assets or undertaking of the relevant company, the distress or execution of an amount exceeding \$10,000 being issued against the relevant company which is not satisfied within seven (7) days, the relevant company being or being presumed to be (or stating that it is) insolvent (within the meaning of the Corporations Act), the relevant company failing to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act) or the winding up, dissolution or deregistration of the relevant company.

**Exchange Rules** means the rules governing trading on a Relevant Exchange, as amended from time to time, including the operating rules of each Relevant Exchange and the Market Integrity Rules, as the context requires.

**Exercise Notice** has the meaning given to it in ASX Clear Rules.

**Fail Fees** means the fail fees set out in Schedule 1.

**Fees** has the meaning given to it in clauses 29.1 and 29.4.

**FSPL** means the Financial Services Protection Limited ABN 66 000 741 104.

**General Participant** has the meaning given to it in the ASX Clear Rules.

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**GST** means:

- (a) the same as in the GST Law;
- (b) any other goods and services tax, or any tax applying to any transaction envisaged under this agreement in a similar way; and
- (c) any additional tax, penalty tax, fine, interest or other charge under the GST Law or any other law for such a tax.

**GST Law** means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Liability** means, at any time, any indebtedness of the Correspondent to Pershing (or its related bodies corporate or affiliates) at that time, whether:

- (a) owed alone, jointly, severally or jointly and severally;
- (b) owed as principal debtor or as surety;
- (c) present or future, actual or contingent; or
- (d) constituting principal, interest, fees or amounts of any other kind.

**Market Integrity Rules** means any market integrity rules made by ASIC in accordance with Part 7.2A of the Corporations Act, as amended from time to time, that apply to a Relevant Exchange (including the ASX Market Integrity Rules, the Chi-X Market Integrity Rules and the Competition Market Integrity Rules).

**Material Adverse Effect** means, in respect of the Correspondent, a material adverse effect, on:

- (a) its business, property or financial condition; or
- (b) its ability to perform its obligations under this agreement.

**Misdirected Market Transaction** has the meaning given to it in the ASX Clear Rules.

**Order** means an order or instruction in respect of a Client or the Correspondent as principal (as the case may be) to purchase or sell Traded Products or an instruction to amend or cancel a prior instruction to purchase or sell Traded Products for the purposes of the Market Integrity Rules to be executed or given effect by the Correspondent, and, if Pershing is to have the Clearing Obligations in respect of Derivatives Transactions executed by the Correspondent includes an order or instruction in respect of a Client or the Correspondent as principal (as the case may be) to:

- (a) open or close a position in relation to a Derivatives Contract;
- (b) submit an Exercise Notice to ASX Clear in relation to a Derivatives Contract; and
- (c) buy or sell an Underlying Financial Product; or
- (d) amend or cancel any such prior order or instruction.

**Pershing Database** has the meaning given to it in clause 5.2.

**Pershing Derivatives Client Agreement** means the agreement between Pershing and a Client entered into in accordance with ASX Clear Rule 7.1 in the form approved by Pershing from time to time.

**Pershing Trading Limits** has the meaning given to it in clause 10.2.



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**PPS Act** means the *Personal Property Securities Act 2009* (Cth).

**Principal Order** means an Order which relates to a Principal Transaction.

**Principal Transaction** means:

- (a) any Transaction which Pershing elects to treat as a Principal Transaction under clause 12.3; and
- (b) any Transaction which is taken to have been entered into by the Correspondent as principal under the Market Integrity Rules.

**Procedures** means the procedures set out in Schedule 3 as amended by Pershing from time to time and such other procedures as may be advised by Pershing to the Correspondent from time to time.

**Property** means the property and/or cash over which Pershing has a Security Interest under this agreement.

**Put Option** has the meaning given to it in the ASX Clear Rules.

**Regulatory Agency** means a government or government department, a governmental, semi-governmental or judicial person and a person (whether autonomous or not) charged with administration of any applicable law.

**Relevant Exchange** means ASX and Chi-X, or the financial markets operated by them (as the context requires).

**Retail Investor** means a Client other than a Wholesale Client.

**Risk Based Capital Requirements** has the meaning given to it in the ASX Clear Rules.

**Security Interest** has the meaning given to "security interest" in the PPS Act.

**Termination Date** means the date after termination of this agreement on which:

- (a) no actual or contingent Liabilities remain outstanding or have yet to accrue or mature; or
- (b) the Liabilities have been discharged irrevocably and in full.

**Traded Products** has the meaning given to Cash Market Products in the ASX Market Integrity Rules and Equity Market Products in the Chi-X Market Integrity Rules (as the context requires), and if Pershing is to execute any Derivatives Transactions arranged by the Correspondent, includes Derivatives Contracts.

**Trading Limits** means the limits and restrictions referred to in clause 10.1.

**Trading Participant** means a person admitted as a participant of a Relevant Exchange with Trading Permission (each as defined in the Market Integrity Rules) in respect of a Trading Platform for Traded Products.

**Trading Platform** has the meaning given to Trading Platform in the ASX Market Integrity Rules or Chi-X Market Integrity Rules, as the context requires.

**Transaction** has the meaning given to Cash Market Transaction in the ASX Market Integrity Rules and Equity Market Transaction in the Chi-X Market Integrity Rules (as the context requires), and if Pershing is to execute Derivatives Transactions arranged by the Correspondent, subject to clause 2, also includes a Derivatives Transaction.

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**Transferred Derivatives Transaction** has the meaning given to it in clause 9.2.

**Trust Account** has the meaning given to it in clause 18.

**Underlying Index** has the meaning given to it in the ASX Clear Rules.

**Underlying Financial Products** has the meaning given to it in the ASX Clear Rules.

**Wholesale Client** has the meaning given to it in the Corporations Act.

**Wholesale Client Agreement** has the meaning given to it the ASX Market Integrity Rules.

## **1.2 Interpretation**

In this agreement, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) a reference to any party means and includes a reference to that party or its successors or personal representatives (as the case may be) and transferees;
- (c) the word "person" also includes corporation, partnership, joint venture, firm and association;
- (d) the singular includes the plural and vice versa;
- (e) a reference to any gender includes all genders;
- (f) reference to any statute includes all statutes amending or consolidating the statutes referred to;
- (g) a reference to a Schedule, recital, clause or annexure is a reference to a Schedule, recital, clause or annexure of this agreement;
- (h) a reference to "dollars" or "\$" is to the lawful currency of Australia unless otherwise stated;
- (i) a reference to related body corporate has the meaning given to it in the Corporations Act; and
- (j) words used in this agreement have the meanings given to them in the Exchange Rules, ASX Clear Rules or the ASX Settlement Rules as the context requires unless otherwise defined.

## **1.3 Headings**

In this agreement, headings are for convenience of reference only and do not affect interpretation.

## **1.4 Business Days**

If the day on or by which a person must do something under this agreement is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

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## **1.5 The Procedures**

In the event of any inconsistency between the requirements of this agreement and the Procedures, this agreement is to prevail to the extent of that inconsistency.

## **2. DERIVATIVES TRADING**

### **2.1 Agreement applies to Derivatives Transactions**

If the Correspondent executes Derivatives Transactions and Pershing has agreed to have the Clearing Obligations in respect of such Derivatives Transactions, this agreement applies in respect of such Derivatives Transactions.

### **2.2 If this agreement does not apply to Derivatives Transactions**

If the Correspondent does not execute Derivatives Transactions or if Pershing has not agreed to have the Clearing Obligations in respect of Derivatives Transactions executed by the Correspondent, this agreement will not apply to Derivatives Transactions, in which case, the following definitions, clauses and other provisions do not apply:

- (a) **(definitions in clause 1.1):** Accredited Adviser, ASX Clear Client Account, Call Option, Client Derivatives Obligations, Correspondent Derivatives Client Agreement, Daily Statement, Exercise Notice, Pershing Derivatives Client Agreement, Put Option, Transferred Derivatives Transaction, Underlying Index, Underlying Financial Products and Wholesale Client Agreement;
- (b) **(clauses)** clauses 6.7, 6.11, 6.14, 8.3, 8.4(f), 8.9, 8.13, 8.14, 9, 10.1, 10.6(b), 15.3, 17, 19.3, 19.10, 25.3, 30(b), 31.3, 36.2(b), 36.2(c) 36.2(d), 37.2(b), 37.2(c) and 37.2(d); and
- (c) **(other provisions)** any provisions to the extent that they relate to Pershing Derivatives Client Agreements, Correspondent Derivatives Client Agreements, Exercise Notices and Daily Statements.

## **3. COMMENCEMENT OF APPOINTMENT OF CLEARING PARTICIPANT**

### **3.1 Appointment of Pershing**

Subject to this agreement, the Correspondent irrevocably appoints Pershing for the term of this agreement as the Clearing Participant of the Correspondent to perform all of the obligations and functions for which a Clearing Participant is responsible under the Corporations Act, Exchange Rules, ASX Clear Rules, ASX Settlement Rules or otherwise at law. This agreement once commenced supersedes all previous agreements between Pershing and the Correspondent.

### **3.2 Commencement Date**

Subject to clause 3.3 and 3.4, Pershing will commence Clearing Transactions executed by the Correspondent on a date to be mutually agreed between Pershing and the Correspondent (**Commencement Date**).

### **3.3 ASX to be given a copy of this agreement**

To the extent required by the Exchange Rules, the Correspondent must promptly after execution of this agreement give a copy of it to any applicable Relevant Exchange. In the event that a Relevant Exchange requires any amendment to this agreement which is unacceptable to Pershing in its absolute discretion, Pershing may terminate this agreement at any time before the Commencement Date by written notice to the Correspondent, provided that such notice is given within 5 Business Days of Pershing receiving notice of the amendments required by the Relevant Exchange.

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### **3.4 ASX Clear to be given a copy of this agreement**

Pershing must promptly after execution of this agreement give a copy of it to ASX Clear Rule 9.1.3. In the event that ASX Clear requires any amendment to this agreement which is unacceptable to Pershing in its absolute discretion, Pershing may terminate this agreement by written notice to the Correspondent, provided that such notice is given within 5 Business Days of Pershing receiving notice of the amendments required by ASX Clear.

## **4. AUTHORITY AND RELATIONSHIP**

### **4.1 Correspondent's Identification code**

The Correspondent irrevocably authorises Pershing and each of its directors, employees, consultants and agents to include the unique identifier (which means the same as the term "UIC" in ASX Settlement Rule 2) in a document, when necessary, that may be used to effect a "proper ASX Settlement transfer" (as defined in Regulation 1.0.02 of the Corporations Regulations) in connection with Clearing.

### **4.2 Exchange Rules and ASX Clear Rules, etc [ASX Clear Minimum Term 1]**

The Correspondent and Pershing agree that the terms of their relationship in respect of Transactions and any dealings between them concerning Transactions are subject to, and that they are each bound by, the ASX Clear Rules and the Exchange Rules, the Corporations Act and the customs, usages and practices of ASX Clear and each Relevant Exchange and their related entities (as amended from time to time) in so far as they apply to Transactions.

### **4.3 Non-Exclusivity of Services**

The Correspondent acknowledges and agrees that Pershing may act as Clearing Participant or settlement agent for, or otherwise provide services of a kind provided to the Correspondent under this agreement, to other Trading Participant and third parties and may enter into agreements with such persons in the form of this agreement or otherwise.

### **4.4 Appointment of ASX Clear as agent [ASX Clear Minimum Term 8]**

The Correspondent and Pershing irrevocably appoint severally ASX Clear, and every director, manager and assistant manager for the time being of ASX Clear, at the option of ASX Clear to do all acts and execute all documents on Pershing's or the Correspondent's behalf for the purpose of exercising the powers conferred on ASX Clear under ASX Clear Rule 15 including, without limitation, the power to sell or buy Financial Products in respect of Cash CCP Transactions or, if applicable, transfer or Close Out Derivatives Contracts if an event of default arises in respect of Pershing.

### **4.5 Correspondent's undertaking in respect of clearing arrangements**

The Correspondent undertakes that, after the Commencement Date, it will not clear any Transactions executed by it or appoint another Clearing Participant (other than Pershing) to clear any Transactions executed by it without the prior written consent of Pershing. Pershing may withhold its consent in its absolute discretion.

Subject to clause 39.2, Pershing may terminate this agreement by notice to the Correspondent if the Correspondent arranges to clear any Transactions executed by it or appoints another Clearing Participant (other than Pershing) to clear any Transactions executed by it without the prior written consent of Pershing.

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## **5. COMPUTER EQUIPMENT AND SOFTWARE**

### **5.1 Computer equipment**

Pershing may specify from time to time:

- (a) the hardware, software, associated equipment and hardware consumables (**Equipment**) to be used by the Correspondent in connection with this agreement;
- (b) when the Correspondent is to:
  - (i) provide, maintain and (if necessary) replace such Equipment;
  - (ii) pay the cost of such Equipment and insure it;
  - (iii) have the legal title to it; and
  - (iv) be responsible for the training of staff in the use of such Equipment.
- (c) where such Equipment is to be located (whether in the Correspondent's office, Pershing's office or elsewhere);
- (d) what data link is to be established to link the Correspondent's Network to Pershing's Database (including production and disaster recovery links to the Correspondent) and who is to pay the costs of establishing and maintaining such data link; and
- (e) the Correspondent shall be responsible for the costs and insurance of any such Equipment to be provided or maintained by Correspondent.

### **5.2 Database**

Pershing must provide, maintain and replace during the period of this agreement at its expense, a database (**Pershing Database**). Pershing will use reasonable efforts to ensure that the data within the Pershing Database relating to the Correspondent cannot be accessed by any person other than Pershing and the Correspondent (except required by law). Pershing must establish separate organisations as a subset of that database, which can be accessed from equipment located in the Correspondent's office, and to be used solely in connection with the services provided by Pershing to the Correspondent under this agreement (**Correspondent's Data**).

### **5.3 Compliance with Procedures in relation to access**

The Correspondent must comply with the Procedures with respect to its access to the Pershing Database, provided that such procedures are not inconsistent with the terms and conditions of this agreement or in breach of the Exchange Rules, ASX Clear Rules or the ASX Settlement Rules.

### **5.4 Access to database**

Pershing and the Correspondent will agree from time to time the arrangements (including the security arrangements) concerning the access by the Correspondent to specified data contained on the Pershing Database relating to the Correspondent.

The Correspondent acknowledges that it will have no access to any data within the Pershing Database which does not relate directly to the Correspondent.

### **5.5 Software Licence**

Pershing's licence of the GBST SHARES<sup>TM</sup> software will allow the Correspondent to be connected to the Pershing Database.

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## **6. ACCOUNT OPENING**

### **6.1 New Client Accounts**

On request from the Correspondent, Pershing may open a new Client Account for a Client of the Correspondent. Pershing may refuse to open a new Client Account for any person in its absolute discretion.

### **6.2 Client Approval Criteria**

Without limiting Pershing's rights under clause 6.1, Pershing is not obliged to open a new Client Account for, and the Correspondent must not accept or execute an Order from, any Client unless:

- (a) the Correspondent has complied with the obligations in the Exchange Rules in respect of opening new Client Accounts;
- (b) the Correspondent or Pershing has satisfied the Client approval criteria for that Client and the Correspondent has complied with the requirements for opening new Client Accounts set out in the Procedures, including the verification by the Correspondent of the client's signature (or Pershing has agreed in writing to open a new Client Account without compliance with those requirements and the Correspondent has complied with any conditions to that agreement); and
- (c) if the Client is a Retail Investor, the Client has been provided with Pershing's Financial Services Guide and has been provided with (and if applicable, signed) any other documents which are required by the Corporations Act, the Exchange Rules, the ASX Clear Rules or the ASX Settlement Rules to be given to that client.

### **6.3 Record Keeping**

The Correspondent must maintain records in accordance with the Procedures.

### **6.4 Correspondent as Pershing's attorney to sign Client Agreements on Pershing's behalf**

Pershing appoints the Correspondent and each officer of the Correspondent for the time being (each an **Attorney**) jointly and each of them severally to be the attorney of Pershing with power in Pershing's name and on behalf of Pershing to execute, sign and deliver any Client Agreement in a form approved in writing by Pershing from time to time.

Pershing may by notice in writing to the Correspondent revoke the approval of a form of Client Agreement and approve one or more additional or replacement forms of Client Agreement. Pershing may also specify conditions to be satisfied before an Attorney may sign a Client Agreement in a particular form or at all.

For the avoidance of doubt, nothing in this clause 6.4 gives the Correspondent or its officers authority to execute, sign or deliver any document or agreement that is not a Client Agreement or a form of Client Agreement that has not been approved by Pershing under this clause or the approval of which has been revoked by Pershing under this clause.

### **6.5 Documents to be kept at Correspondent's premises**

All documents and agreements referred to in this clause 6 (including Client Agreements) executed or returned by or on behalf of a Client are, unless otherwise directed by Pershing to the Correspondent, to be retained in safe custody by the Correspondent on behalf of Pershing at the Correspondent's premises.

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The Correspondent takes full responsibility for the safeguarding of all such documents and agreements and must provide to Pershing immediately at Pershing's request such documents either in electronic or hard copy, as Pershing requires.

#### **6.6 Disclosure Statement**

Without limiting Pershing's rights under clause 6.1, Pershing is not obliged to open a new Client Account for, and the Correspondent must not accept or execute an Order from, any person unless the person has been given a Disclosure Statement.

#### **6.7 Requirements for trading in Derivatives Contracts**

If the Correspondent is to execute Derivatives Transactions for a client, the Correspondent must ensure that either:

- (a) the Client has entered into both:
  - (i) a Correspondent Derivatives Client Agreement; and
  - (ii) a Pershing Derivatives Client Agreement; or
- (b) the Correspondent confirms in writing to Pershing that the Correspondent is satisfied that the person:
  - (i) is a Wholesale client; and
  - (ii) has previously executed and lodged with ASX Clear a Wholesale Client Agreement,

and if the person is a Retail Investor, the Retail Investor has been provided with the Correspondent's Product Disclosure Statement and has been provided with (and if applicable, signed) any other documents which are required by the Corporations Act, the Exchange Rules, the ASX Clear Rules or the ASX Settlement Rules to be given to that client.

#### **6.8 Correspondent's Client Agreements**

The Correspondent's terms of trading, Correspondent Derivatives Client Agreement, other Client agreements and correspondence with, and materials available to, clients must not be inconsistent with the Disclosure Statement, Pershing Derivatives Client Agreement, Confirmations, Daily Statements, this agreement or the Procedures. The Correspondent must immediately provide such documents to Pershing for its review immediately on request by Pershing.

The Correspondent shall not make any change that could affect Pershing's rights and obligations under this agreement, unless it has sought Pershing's prior written consent.

#### **6.9 Credit checks with, and report to, FSPL**

Pershing, as the Correspondent's agent, must, as soon as practicable following a request under clause 6.1, make enquiries of the FSPL in respect of the relevant client. Pershing must notify the Correspondent as soon as practicable of the results of any such enquiry where those results may be detrimental to the client's credit worthiness. The Correspondent acknowledges that the Correspondent and not Pershing is responsible for determining the credit worthiness of any client.

Without limiting Pershing's rights under clause 6.1, Pershing is not obliged to open a new Client Account for, and the Correspondent must not accept or execute an Order from, any new Client unless Pershing has made an FSPL enquiry, in respect of that client, and notified the Correspondent of the results of that enquiry, in accordance with this clause.

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Pershing may at any time during the term of this agreement direct the Correspondent to report a Client to FSPL, and the Correspondent must comply with any such direction. The Correspondent acknowledges that Pershing may report clients to FSPL without notice to the Correspondent.

**6.10 Correspondent to verify identity of client**

The Correspondent agrees that it, and not Pershing (nor any financial planner or other person who has referred or introduced the Client to the Correspondent), is solely responsible for verifying the identity of each client.

**6.11 Correspondent's ability to contact clients**

The Correspondent must immediately notify Pershing if a Client in respect of whom a Derivatives Contract is registered in the ASX Clear Client Account ceases to be contactable by the Correspondent immediately in order to obtain instructions or call for the performance of Client Obligations and there are no special arrangements in place for this purpose.

**6.12 Client and Correspondent Instructions**

The Correspondent must ensure that, except as Pershing otherwise agrees, all instructions from Clients to Pershing must be communicated by the Client to the Correspondent and then communicated by the Correspondent (as agent for the Client) to Pershing.

The Correspondent must communicate all instructions to Pershing (whether on its own behalf or as agent for a Client) in the manner set out in the Procedures.

**6.13 Correspondent's obligation to notify Pershing when certain events occur**

The Correspondent must comply with the Procedures with regards to notifying Pershing when certain events occur.

**6.14 Pershing may require a Wholesale Client to enter into a Pershing Derivatives Client Agreement**

If, after Pershing has opened a Client Account for a Wholesale client as contemplated in clause 6.1 and clause 6.7(b) applies, Pershing notifies the Correspondent that Pershing requires that Wholesale Client to enter into a Pershing Derivatives Client Agreement with Pershing, the Correspondent must not execute any Orders for that Wholesale Client until the Wholesale Client has entered into a Pershing Derivatives Client Agreement with Pershing.

**7. AML/CTF INFORMATION CONCERNING CLIENTS**

**7.1 Procedures may include AML/CTF requirements**

The Correspondent acknowledges that the Procedures may include account opening requirements intended to satisfy Pershing's obligations (if any) under the AML/CTF Law.

**7.2 Appointment of Correspondent as Pershing's agent**

If the Procedures include such requirements, Pershing may require the Correspondent to collect and verify information relating to a Client as agent for Pershing for the purposes of the AML/CTF Law before the Correspondent requests Pershing to open a Client Account in respect of that client.



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### **7.3 Customer Identification and verification procedures**

Before the Correspondent requests Pershing to provide nominee and custodial services to a client, the Correspondent must undertake in respect of the Client and in a manner which is satisfactory to Pershing, the applicable customer identification and verification procedures required under the AML/CTF Law.

In particular, the Correspondent must obtain and/or verify (as the case may be) the relevant information in respect of the Client as notified by Pershing to the Correspondent from time to time.

### **7.4 Correspondent's warranties and representations**

Each time the Correspondent requests Pershing to provide nominee and custodial services to a client, the Correspondent will be taken to have represented and warranted to Pershing that:

- (a) the Correspondent has undertaken, in respect of the Client and in a manner which is satisfactory to Pershing, the applicable customer identification and verification procedures required under the AML/CTF Law; and
- (b) the Correspondent has obtained and/or verified (as the case may be) the relevant information in respect of the Client as notified by Pershing to the Correspondent from time to time.

### **7.5 Access to records and other information**

The Correspondent will, upon request by Pershing, provide Pershing with access to, or copies of:

- (a) records made by or on behalf of the Correspondent of the applicable customer identification procedure carried out in respect of the Client (including the information and documents obtained in the course of carrying out the procedure); and
- (b) such other information and documents in respect of a Client as Pershing may reasonably require to comply with the AML/CTF Law.

### **7.6 Assistance to be provided by Correspondent**

The Correspondent will, upon request by Pershing, provide all reasonable assistance in seeking:

- (a) any information from the Client that Pershing may request; and
- (b) any clarification or explanation from the Client of any information collected from and recorded in respect of a client.

### **7.7 Employee Due Diligence Program**

The Correspondent must develop, implement and maintain an "Employee Due Diligence Program" which includes:

- (a) appropriate risk based systems and controls for the Correspondent to determine whether to, and in what manner to, screen all prospective and current employees, officers, agents and subcontractors who may be in a position to facilitate the commission of a money laundering or financing of terrorism offence in connection with the provision of a designated service by the Correspondent in the performance of its obligations as agent of Pershing under this agreement; and

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- (b) a system for the Correspondent to manage any employee, officer, agent or subcontractor who fails, without reasonable excuse, to comply with its systems controls and procedures relating to the performance of the Correspondent of its obligations as such agent under this agreement.

#### **7.8 Risk awareness training program**

The Correspondent must develop, implement and maintain a risk awareness training program for its employees, officers, agents and subcontractors which is designed to enable its employees, officers, agents and subcontractors to understand the obligations of the Correspondent as agent of Pershing under this clause 7.2.

#### **7.9 Suspicious matters advice to Pershing**

If, during a course of performance of any activity as agent of Pershing contemplated by this clause 7, the Correspondent suspects on reasonable grounds any of the matters referred to in section 41 of the AML/CTF Law, the Correspondent will advise Pershing of the suspicious matters immediately.

### **8. EXECUTION OF ORDERS**

#### **8.1 Execution of Orders**

The Correspondent is solely responsible for receiving Orders from clients and executing Orders.

#### **8.2 Pershing's right to require the Correspondent to refuse to execute Orders**

Pershing may at any time during the term of this agreement direct the Correspondent:

- (a) to refuse to accept an Order or Orders from any person or class of persons specified by Pershing;
- (b) not to execute an Order or Orders from any person or class of persons specified by Pershing,

and the Correspondent must comply with any such direction.

#### **8.3 Orders relating to Derivatives Transactions**

The Correspondent must:

- (a) not execute an Order for a Derivatives Transaction in respect of a Client unless all of the applicable requirements under clause 6.7 have been satisfied in respect of that client; and
- (b) notify Pershing whether an Order relating to a Derivatives Transaction is to open or close a position in relation to a Derivatives Contract. Where, in connection with such an Order, Pershing receives a message through the Trading Platform which specifies that the relevant Order is to open or close a position, the Correspondent will be taken to have notified Pershing in accordance with this clause.

#### **8.4 Correspondent's warranties at the time it executes an Order**

The Correspondent warrants and represents to Pershing at the time it executes an Order (not being a Principal Transaction) that:

- (a) in executing the Order, the Correspondent has complied fully with its best execution obligations under the Competition Market Integrity Rules;

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- (b) the Order is for a Client for whom Pershing has opened a Client Account and the Correspondent has complied with its obligations under clause 6 in respect of that Client Account;
  - (c) it has verified the identity of the relevant Client as required by this agreement and the AML/CTF Act;
  - (d) in the case of a purchase, the Client will pay to Pershing the purchase price (if any) and Brokerage in respect of the relevant Transaction by the settlement date stated on the Confirmation;
  - (e) in the case of a sale, the Client will provide Pershing with the number of Traded Products the subject of the Transaction on or before the settlement date stated on the Confirmation;
  - (f) if the Order relates to a Derivatives Transaction, all of the applicable requirements under clause 6.7 have been satisfied in respect of that Client and the Client will perform all of the Client Obligations from time to time in respect of the relevant Derivatives Transaction by the due time in respect of each such Client Obligation;
  - (g) the settlement details and other information recorded by the Correspondent in the Correspondent's Data in respect of the relevant Client is accurate and up to date; and
  - (h) the Order if executed will not breach any Trading Limit or Pershing Trading Limit.

#### **8.5 Warrants and Partly Paid Securities**

In addition to the warranties and representations set out in clause 8.4, at the time the Correspondent executes an Order for Warrants or Partly Paid securities (as defined in the ASX Market Integrity Rules), the Correspondent warrants and represents to Pershing that it has complied with its relevant obligations under the Exchange Rules in respect of that Order.

#### **8.6 Forward Delivery Transactions**

The Correspondent must not accept or execute an Order on a forward delivery basis except in accordance with the Exchange Rules and the Corporations Act.

#### **8.7 Permitted naked Short Sales**

Subject to this agreement and to the requirements of any applicable law as it applies from time to time, the Correspondent may accept and execute an Order for a sale on behalf of itself or a Client (each a **Seller**) where the seller does not have a presently exercisable and unconditional right to vest the relevant Traded Products in a buyer only if the Seller is able to satisfy all conditions of any one or more exemptions to the prohibition on short selling set out in the Corporations Act, Corporations Regulations or provided by way of ASIC Class Order relief or other current and effective relief granted by ASIC.

#### **8.8 Sale of borrowed Traded Products**

Subject to this agreement and to the requirements of any applicable law, the Correspondent may accept and execute a sell Order where the Client has borrowed the relevant Traded Products and has a presently exercisable and unconditional right to vest those Traded Products in a buyer.

#### **8.9 Sale of borrowed Underlying Financial Products**

Subject to this agreement and the law as it applies from time to time, the Correspondent may accept an Order from the taker of a Put Option for Pershing to submit an Exercise

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Notice to ASX Clear in relation to that Put Option where the taker has borrowed the relevant Underlying Financial Products and has a presently exercisable and unconditional right to vest those Underlying Financial Products in another person.

#### **8.10 Discretionary Accounts**

The Correspondent must not establish, operate or request Pershing to open any discretionary account except in accordance with the Market Integrity Rules and Corporations Act including obtaining appropriate written authorisation from the client.

#### **8.11 Breach of this clause**

Without limiting Pershing's rights under clause 39.5, if the Correspondent breaches any of its obligations under this clause or clauses 10 or 11 without the prior consent of Pershing, Pershing may immediately do any one or more of the following:

- (a) direct the Correspondent to (in which case, the Correspondent must) Close Out any of the Correspondent's unsettled Principal Transactions and any Transactions not allocated to a Client Account;
- (b) direct the Correspondent to (in which case, the Correspondent must) purge any unexecuted Principal Order; or
- (c) require the Correspondent not to accept Orders or execute any Transactions until otherwise notified by Pershing.

#### **8.12 Pershing directions**

Any directions to be given by Pershing under this agreement (including under clauses 6.5, 6.9 and 8.2, 8.11(a), 8.11(b), 8.11(c) or 37.3) may be given by Pershing by communicating the direction by:

- (a) telephone to the Correspondent's DTR (as notified by the Correspondent to Pershing from time to time); or
- (b) via e-mail to any other person nominated by the Correspondent.

Any direction given by Pershing in any such manner will be taken to have been given immediately and must, in all circumstances, be implemented immediately by the Correspondent.

#### **8.13 Correspondent dealing as principal**

The Correspondent must not execute any Principal Derivatives Transactions without the prior written approval of Pershing which may be withheld by Pershing in its absolute discretion.

#### **8.14 Pershing dealing as principal [ASX Clear Minimum Term 9]**

The Correspondent acknowledges that Pershing may take the opposite position in a Derivatives Contract, either acting for a Client or on its own account.

### **9. GIVE UP**

#### **9.1 Give up from Pershing**

The Correspondent acknowledges that:

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- (a) subject to this clause, Pershing is obliged as principal and has the Clearing Obligations in respect of all Derivatives Transactions executed by the Correspondent on behalf of any client, and in respect of all Principal Derivatives Transactions;
  - (b) Pershing may, but is not obliged to:
    - (i) enter into any arrangement under which the Clearing Obligations in respect of any Derivatives Transaction executed by the Correspondent on behalf of a client, any Transferred Derivatives Transaction or any Principal Derivatives Transaction, are allocated in accordance with ASX Clear Rule 11.1 to another General Participant; or
    - (ii) request ASX Clear to transfer any Derivatives Contract to another Clearing Participant as contemplated by ASX Clear Rule 13.1;
  - (c) any Clearing Obligations of Pershing relating to any Derivatives Transactions executed by the Correspondent on behalf of a client, any Transferred Derivatives Transactions or arising out of Principal Derivatives Transactions (as the case may be) cease if and when:
    - (i) the relevant Derivatives Transaction is allocated to another General Participant in accordance with ASX Clear Rule 11.1; or
    - (ii) the relevant Derivatives Contract is transferred to another General Participant in accordance with ASX Clear Rule 13.1.

## **9.2 Give up to Pershing and similar arrangements**

Pershing and the Correspondent may make arrangements under which Derivatives Transactions executed by a Trading Participant other than the Correspondent on behalf of a Client in respect of whom a Client Account has been opened by Pershing for the Correspondent in accordance with clause 6 are:

- (a) in the case of any Derivatives Transactions executed by another Trading Participant for whom Pershing does not act as General Participant in respect of Derivatives Contracts, allocated to Pershing as contemplated by ASX Clear Rule 11.1 (or the Derivatives Contract in respect of which is transferred to Pershing as contemplated by ASX Clear Rule 13.1) and booked to the Correspondent's Client Account for that client; or
- (b) in the case of any Derivatives Transactions executed by another Trading Participant for whom Pershing acts as General Participant in respect of Derivatives Contracts, booked to the Correspondent's Client Account for that client,

(in each case, a **Transferred Derivatives Transaction**).

Pershing and the Correspondent agree that, with effect in each case from the time that the relevant Transferred Derivatives Transaction is booked to the Correspondent's Client Account for a Client in accordance with the relevant arrangement between Pershing and the Correspondent and any relevant Procedures, the provisions of this agreement (including without limitation clauses 17 and 19) apply to that Transferred Derivatives Transaction as if:

- (a) the relevant Client had placed the Order in respect of that transaction with the Correspondent; and
- (b) the Correspondent had executed that transaction,

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and the Correspondent warrants and represents to Pershing that the Client will perform all of the Client Obligations from time to time in respect of the relevant Transferred Derivatives Transaction by the due time in respect of each such obligation.

## **10. TRADING LIMITS AND OTHER RESTRICTIONS**

### **10.1 Relevant Exchange and ASX Clear Trading and Position Limits**

The Correspondent must comply with any applicable limits prescribed by a Relevant Exchange from time to time under the Exchange Rules.

Pershing must comply with any applicable limits and restrictions prescribed by:

- (a) a Relevant Exchange from time to time under the Exchange Rules; and
- (b) ASX Clear from time to time under ASX Clear Rule 14.

### **10.2 Correspondent to comply with Pershing Trading Limits**

The Correspondent must comply with the trading limits notified to the Correspondent by Pershing (**Pershing Trading Limits**).

The Correspondent's initial Pershing Trading Limit is \$ 7million and is calculated as a 50x multiple of the Bond held with a minimum limit of \$ 2million.

### **10.3 Amendments to Trading Limits**

Pershing may amend the Pershing Trading Limits at any time in its discretion by giving either oral or written notice to the Correspondent.

The Correspondent may request amendments to Pershing Trading Limits by giving written notice to Pershing. Pershing is under no obligation to comply with any such request.

### **10.4 Need for Pershing approval before exceeding Pershing Trading Limits**

As soon as the Correspondent becomes aware that an Order will exceed any of the Trading Limits, the Correspondent must notify Pershing immediately in writing and prior to executing the Order which will result in the Correspondent exceeding any of the Trading Limits. The Correspondent must provide Pershing with sufficient notice to allow Pershing to determine how the increase in Pershing Trading Limit will affect Pershing's Risk Based Capital Requirements and whether the Correspondent can support the increase its Bond requirements.

### **10.5 Anti-avoidance**

The Correspondent must not split, aggregate or otherwise alter the terms of Orders received from clients or structure its own principal trading so as to avoid breaching the Pershing Trading Limits.

### **10.6 Restricted List of Traded Products**

Pershing may direct the Correspondent to:

- (a) before accepting Orders in a particular Traded Product, obtain (if the Correspondent has not already obtained) all funds and documents necessary to settle any Transaction which may result from the relevant Order;
- (b) before accepting any Orders in a particular Derivatives Contract, obtain (if the Correspondent has not already obtained) funds or other security equal in value to that multiple of the total margin prescribed by ASX Clear under ASX Clear Rule

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14.5.1 and 14.5.2 (**Total Margin**) and unless otherwise agreed to by Pershing, the Correspondent must obtain the following additional margins:

- (i) 1.2 x Total Margin where Total Margin is up to \$50,000;
- (ii) 1.5 x Total Margin where Total Margin is between \$50,000 to \$100,000;
- (iii) 2 x Total Margin where Total Margin is greater than \$100,000

or such other margins as Pershing in its absolute discretion considers appropriate; or

- (c) refuse to accept Orders in a particular Traded Product (including in a particular Derivatives Contract) in order to ensure that Pershing's aggregate exposure to a particular Traded Product does not exceed levels acceptable to Pershing.

and the Correspondent must comply with any such directions.

## **11. AUTOMATED ORDER PROCESSING**

### **11.1 Automated Order Processing and Automated Client Order Processing**

If the Correspondent is to offer clients Automated Client Order Processing (as defined in the Market Integrity Rules) or otherwise conduct Automated Order Processing (as defined in the Market Integrity Rules), in addition to its obligations under the Market Integrity Rules, the Correspondent must:

- (a) obtain Pershing's approval of the automated filters established by the Correspondent in relation to size and value of transactions and any changes to those filters;
- (b) provide Pershing with sufficient information to enable Pershing to determine what adjustments (if any) are to be made to the Pershing Trading Limits or the Bond; and
- (c) place disclaimers on any web site through which Automated Order Processing is offered to the effect of clause 11.2 in a form agreed with Pershing.

### **11.2 Pershing not responsible for Automated Order Processing**

The Correspondent acknowledges and agrees that Pershing is not responsible for:

- (a) the performance and availability of any computer or electronic system or network for Automated Order Processing (or any other third party's computer or electronic system or network);
- (b) the successful transmission of data from such system or network to the Pershing Database; and
- (c) the accuracy and adequacy of the data and information input into such system or network by the Correspondent or its clients.

## **12. BOOKING OF TRADES**

### **12.1 Booking**

The Correspondent must ensure that on every Client Order submitted to a Trading Platform or otherwise transmitted to Pershing a Client reference is recorded which is sufficient to enable Pershing once it is executed to link that Order to a Client Account for the purposes of booking.

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The Correspondent must provide sufficient information to Pershing to allow Pershing to match each unmatched executed Transaction to the corresponding Orders ("book" the Transaction) to create a Confirmation.

#### **12.2 Correspondent warranty in relation to bookings**

The Correspondent agrees and warrants to Pershing that Transactions will only be booked to Client Accounts in accordance with this clause where the Correspondent had prior to executing the relevant Transaction:

- (a) received a corresponding Order from the relevant client; or
- (b) was acting within the scope of a written authorisation from the relevant Client to operate a discretionary account in executing the Transaction and had complied with clause 8.10 in respect of that account.

#### **12.3 Unallocated or disputed Transactions**

Pershing is entitled to elect to treat any Transaction:

- (a) that has not been booked in accordance with clause 12.1;
- (b) not allocated to a Client Account;
- (c) disclaimed or otherwise disputed by the relevant client;
- (d) executed by the Correspondent without the authority of the relevant Client or otherwise in breach of the relevant Correspondent Derivatives Client Agreement; or
- (e) executed by the Correspondent in contravention of a direction by Pershing under this agreement,

as a Principal Transaction.

#### **12.4 Re-bookings**

Pershing must on request from the Correspondent re-book a Transaction and, if necessary, issue amending Confirmations or Daily Statements as required.

The Correspondent warrants to Pershing that it will only make such requests in the event of a genuine error in the order referencing of the Transaction or for another reason deemed acceptable by Pershing in its absolute discretion.

If the Correspondent requests Pershing to re-book any Transaction, the Correspondent:

- (a) must do so in writing (in the form specified by Pershing to the Correspondent from time to time); and
- (b) must pay the Fees set out in Schedule 1 in respect of any such re-booking.

### **13. CANCELLATIONS**

#### **13.1 Cancellations**

Pershing must on request from the Correspondent cancel a Transaction and, if necessary, issue amending Confirmations.

The Correspondent warrants to Pershing that it will only make such requests in the event of a genuine error in the execution of the Transaction or under express instructions from a Relevant Exchange in accordance with the Exchange Rules. The Correspondent must pay the Fees set out in Schedule 1 in respect of any such cancellation.



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### **13.2 Cancellation or amendment by a Relevant Exchange**

Pershing and the Correspondent acknowledge that a Relevant Exchange may cancel or amend (or require the cancellation or amendment) of Transactions in accordance with the Exchange Rules.

### **13.3 Pershing's right to direct the Correspondent in relation to its rights under the Exchange Rules**

The Correspondent must exercise any right of the Correspondent under the applicable Exchange Rules that relate to trade errors, cancellations and dealing disputes in accordance with any directions given by Pershing from time to time.

In particular, the Correspondent must notify a Relevant Exchange of an Error (as defined in the operating rules of ASX) or an error trade (as defined in rule 5.6 of the operating rules of Chi-X) or request a Relevant Exchange to amend or cancel a Transaction executed by the Correspondent if directed by Pershing to do so subject to the requirements of the Exchange Rules.

## **14. CONFIRMATIONS AND CORRESPONDENCE**

### **14.1 Responsibility for Confirmations**

Subject to clause 14.4, Pershing, as agent for the Correspondent, must produce and dispatch:

(a) confirmations (including confirmations in respect of the sale or purchase of Underlying Financial Products arising from the submission of an Exercise Notice by Pershing in relation to a Derivatives Contract or the allocation of an Exercise Notice by ASX Clear to Pershing in relation to a Derivatives Contract) (**Confirmations**); and/or

(b) in the case of Derivatives Transactions, daily statements (**Daily Statements**),

(each in a form approved by Pershing and the Correspondent from time to time) in respect of Transactions executed by the Correspondent in accordance with the Market Integrity Rules and the Corporations Act.

### **14.2 Correspondent to check accuracy of Confirmations and Daily Statements**

Pershing must provide a copy to the Correspondent by the means agreed with the Correspondent from time to time of each Confirmation and Daily Statement dispatched by Pershing under clause 14.1.

The Correspondent must promptly check the accuracy of each Confirmation and Daily Statement dispatched by Pershing on behalf of the Correspondent and notify Pershing immediately of any error or inaccuracy in relation to any such Confirmation or Daily Statement.

In the absence of such notification by the Correspondent to Pershing within 24 hours of the Confirmation or Daily Statement being dispatched to the client, the Correspondent will be taken to have accepted the accuracy of the Confirmation or Daily Statement.

### **14.3 Pershing preference for electronic dispatch of Confirmations and Daily Statements**

The Correspondent acknowledges that it is Pershing's preference to dispatch Confirmations and Daily Statements to clients electronically. The Correspondent must comply with any requests from Pershing for assistance in obtaining authorisation from clients to such dispatch. The Correspondent acknowledges that Pershing may charge a

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Client a fee (as notified by Pershing from time to time) where that Client chooses to receive Confirmations and/or Daily Statements by post (rather than electronically).

**14.4 Confirmations for Wholesale clients**

Subject to the compliance with any applicable laws, Pershing and the Correspondent may agree that Confirmations are not to be provided to particular clients or classes of clients.

**15. CLEARING**

**15.1 Settlement Obligations [ASX Clear Minimum Term 2]**

The parties acknowledge that immediately upon execution of a Transaction by the Correspondent, Pershing is obliged as principal and has the Clearing Obligations (including obligations owed to ASX Clear as principal) for those kinds of Transactions agreed between Pershing and the Correspondent for which Pershing is the Clearing Participant, even though the Correspondent entered into the Transaction.

**15.2 Rights of Correspondent [ASX Clear Minimum Term 3]**

The Correspondent acknowledges that any benefit or right obtained by Pershing upon registration of the Transaction with ASX Clear under the ASX Clear Rules or any other legal result of registration is personal to Pershing and the benefit of that benefit, right or legal result does not pass to the Correspondent. The Correspondent has no rights, whether by way of subrogation or otherwise, against the Relevant Exchange or ASX Clear in relation to any Transaction registered with ASX Clear.

**15.3 Compliance with the Procedures**

The Correspondent and Pershing must comply with the Procedures in relation to the clearing of Derivatives Transactions.

**15.4 Payments and deliveries by the client**

The Correspondent must direct clients to forward to Pershing (and not the Correspondent) all moneys and other security in respect of Client Obligations, Brokerage, compensation for GST and documents (and any security holder information) in respect of any executed Transactions, the exercise of any Derivatives Contract or the transfer of Underlying Financial Products on the exercise of any Derivatives Contract.

**15.5 Payments and delivery to the Correspondent after execution**

If the Correspondent receives any moneys and other security in respect of Client Obligations, Brokerage, compensation for GST or documents (and security holder information) in respect of any executed Transaction, the Correspondent must immediately forward those moneys or documents to Pershing or transfer or deposit those moneys into the Trust Account. In the event that the Correspondent deposits moneys in the Trust Account it will immediately notify Pershing of the deposit.

**15.6 Payments and deliveries to the Correspondent before execution**

If the Correspondent receives any settlement moneys or documents before the execution of the Transaction to which they relate, it must ensure that those documents are forwarded to Pershing and those moneys are forwarded to Pershing or transferred to or deposited into the Trust Account before the time at which Pershing is obliged to settle that Transaction.

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### **15.7 Third Party Payments**

The Correspondent acknowledges that Pershing will only make a payment out of the Trust Account of funds to which a Client is entitled to a person other than the Client in the circumstances set out in the Procedures.

### **15.8 Correspondent to give certain directions in writing**

If the Correspondent wishes to direct Pershing:

- (a) to hold (that is, not send for registration to the extent permissible under the Exchange Rules, ASX Clear Rules and ASX Settlement Rules) transfer forms and scrip received in respect of purchases (including purchases of Underlying Financial Products following the exercise of a Put Option or a Call Option) made on behalf of clients with actively traded accounts; or
- (b) in respect of any other matters set out in the Procedures which require a written direction,

the Correspondent must do so in writing.

If a direction is given to which this clause applies, Pershing may request the instruction directly from the Client or require the Correspondent to provide evidence of the client's instruction.

### **15.9 Derivatives Transactions identifying Pershing as clearing counterparty in error**

In the event that a Derivatives Transactions submitted by a Relevant Exchange to ASX Clear identifies in error (or alleged error) Pershing as a clearing counterparty to that Derivatives Transaction executed by the Correspondent (not being a Misdirected Market Transaction), then:

- (a) Pershing and the Correspondent must use reasonable endeavours to arrange for that Derivatives Transaction to be allocated or transferred to a Client Account in the name of the General Participant that should have been identified by the Relevant Exchange as the clearing counterparty for that Derivatives Transaction; and
- (b) the parties must otherwise consult with ASX Clear and that Relevant Exchange as to the action to be taken by Pershing and the Correspondent in respect of that Derivatives Transaction.

## **16. MISDIRECTED MARKET TRANSACTIONS [ASX Clear MINIMUM TERM 2]**

Pershing and the Correspondent acknowledge that, if Transactions executed by the Correspondent are also to be cleared through a Clearing Participant (other than Pershing), a Misdirected Market Transaction may occur.

Pershing and the Correspondent agree that any Misdirected Market Transaction is a Transaction for the purpose of this agreement and Pershing is obliged as principal and has the Clearing Obligations for that Transaction in accordance with this agreement.

Pershing and the Correspondent agree that any Misdirected Market Transaction will be treated as a Principal Transaction for the purposes of this agreement and, accordingly, the Correspondent will owe the Client Obligations to Pershing in respect of that transaction. The Correspondent acknowledges that Pershing will not produce or dispatch any Confirmation or Daily Statement on behalf of the Correspondent in respect of any Misdirected Market Transaction.

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## **17. EXERCISE OF DERIVATIVES PRODUCTS**

### **17.1 Responsibility for Receiving Instructions**

The Correspondent is solely responsible for receiving instructions from clients in relation to the submission of Exercise Notices to ASX Clear and communicating those instructions to Pershing.

### **17.2 Communication of Instructions**

The Correspondent acknowledges and agrees that:

- (a) Pershing will not accept any instructions to submit an Exercise Notice to ASX Clear in relation to any Derivatives Contract registered in an ASX Clear Client Account in respect of a Client of the Correspondent, unless those instructions have been communicated to Pershing by the Correspondent;
- (b) in particular Pershing will not accept instructions to submit an Exercise Notice to ASX Clear directly from any client;
- (c) any instructions to submit an Exercise Notice to ASX Clear must be notified by the Correspondent to Pershing in accordance with the Procedures and, in any event, must be notified not later than the latest time advised by Pershing to the Correspondent that Pershing will accept an Exercise Notice for it to be exercised that same day;
- (d) Pershing will not be responsible for any errors in the notification by the Correspondent of instructions to submit an Exercise Notice to ASX Clear;
- (e) Pershing will not be responsible for any delay in the notification by the Correspondent to Pershing of any instructions to submit an Exercise Notice to ASX Clear; and
- (f) the Correspondent (and not Pershing) is obliged by the ASX Clear Rules to report the sale and purchase of the Underlying Financial Products on the exercise of a Derivatives Contract, (unless the Correspondent requests Pershing to execute that sale or purchase) and that the Correspondent will be taken to have complied with this obligation if that report is generated automatically and supplied to a Relevant Exchange by ASX Clear.

### **17.3 Allocation of an Exercise Notice by ASX Clear**

If ASX Clear allocates an Exercise Notice in relation to a Derivatives Contract to Pershing in respect of an ASX Clear Client Account relating to a Client of the Correspondent under the ASX Clear Rules, then:

- (a) Pershing must notify the Correspondent of this allocation; and
- (b) the Correspondent must notify the relevant Client of the allocation.

### **17.4 Correspondent's Warranties and Representations**

The Correspondent warrants and represents to Pershing at the time it notifies Pershing of an instruction from the Client for Pershing to submit an Exercise Notice to ASX Clear, or, if the Client is the writer of a Derivatives Contract, at the time an Exercise Notice is allocated by ASX Clear to an ASX Clear Client Account of Pershing that relates to a Client of the Correspondent, that:

- (a) where the Client is the taker of a Call Option or the writer of a Put Option, the Client will pay to Pershing the Exercise Value (as defined in the ASX Clear Rules) or the

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Settlement Amount (as defined in the ASX Clear Rules) (as the case may be) in respect of that Derivatives Contract by the due date stated on the relevant Confirmation;

- (b) where the Client is the writer of a Call Option or the taker of a Put Option (in each case not being a Derivatives Contract over an Underlying Index), the Client will provide Pershing with the number of the Underlying Financial Products the subject of that Derivatives Contract on or before the due date stated on the relevant Confirmation;
- (c) the Client will pay to Pershing the Relevant Exchange and ASX Clear fees in respect of the exercise of that Derivatives Contract or the allocation of that Exercise Notice (as the case may be), by the due date stated on the relevant Confirmation; and
- (d) the information recorded by the Correspondent in the Correspondent's data in respect of the relevant Client is accurate and up to date.

#### **17.5 Relevant Exchange and ASX Clear Trading Limits**

The Correspondent must not:

- (a) accept or execute an Order in relation to a Derivatives Transaction which would:
  - (i) cause the Correspondent to exceed a limit prescribed by a Relevant Exchange in accordance with the Exchange Rules; or
  - (ii) cause Pershing to exceed a limit prescribed by ASX Clear in accordance with ASX Clear Rule 14;
- (b) communicate an instruction or in any way procure Pershing to submit an Exercise Notice to ASX Clear, which would cause:
  - (i) Pershing (or the Correspondent) to contravene a limit restricting the exercise of options prescribed by a Relevant Exchange in accordance with the Exchange Rules; or
  - (ii) Pershing to contravene a limit restricting the exercise of options prescribed by ASX Clear in accordance with ASX Clear Rule 14; or
- (c) perform any act or refrain from performing any act which would cause either the Correspondent, Pershing or the Client to contravene any restriction or exceed any other limit prescribed by a Relevant Exchange in accordance with the Exchange Rules or ASX Clear in accordance with ASX Clear Rule 14.

### **18. PERSHING'S TRUST ACCOUNT**

#### **18.1 Trust Account**

Pershing must operate an account, designated as a trust account (**Trust Account**). Pershing must notify the Correspondent of the details of the bank, branch and account number relating to the Trust Account and any change to those details.

#### **18.2 Direct Deposits**

The Correspondent acknowledges that if any funds are directly deposited by clients into the Trust Account and Pershing is unable to identify the relevant Client who made the deposit, Pershing will reject the funds deposited. Rejected funds will not satisfy any part of the relevant Client Obligations and subject to clause 18.3 the Client may incur Fail Fees.

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### **18.3 Receipt into Trust Account**

Moneys deposited by the Correspondent in the Trust Account are not deemed to be received by Pershing and the client's obligations to Pershing are not discharged until Pershing has confirmed receipt of funds in the Trust Account or has received proof of the deposit.

### **18.4 Request not to charge Fail Fees**

If the Correspondent requests Pershing not to charge Fail Fees to a Client who has deposited funds which have been rejected under clause 18.2, then Pershing will charge the Fail Fees to the Correspondent.

### **18.5 Interest**

The Correspondent acknowledges that Pershing will retain the interest (if any) earned on monies held in the Trust Account from time to time.

## **19. CREDIT**

### **19.1 Correspondent has no authority to give Pershing's credit**

The Correspondent has no authority to give Pershing's credit to any Client (nor to itself, in the case of any Principal Transaction) without the prior written authority of Pershing.

### **19.2 Pershing's rights under the Exchange Rules and the Confirmation in the event of a failure to complete**

The Correspondent acknowledges that under the Exchange Rules, the Disclosure Statement, the Confirmation and, if applicable, the Pershing Derivatives Client Agreement, Pershing has various rights against a Client in the event the Client fails to perform any of its obligations. The Correspondent agrees that Pershing may exercise these rights in its absolute discretion without giving prior notice to the Correspondent.

The Correspondent acknowledges that Pershing may also take steps necessary to recover from the Client any amounts unpaid and to charge the Client the costs of doing so including reasonable legal fees.

### **19.3 Pershing's rights in the event of default by the Correspondent in relation to a Derivatives Contract [ASX Clear Minimum Term 11]**

Without limiting the operation of clause 23, if, in relation to any Derivatives Market Transactions in respect of which Pershing has the Clearing Obligations:

- (a) the Correspondent fails to pay, or provide security for, amounts payable to Pershing;
- (b) the Correspondent fails to complete a contract for the transfer of Underlying Financial Products following the exercise of a Derivatives Contract;
- (c) a guarantee lodged by the Correspondent pursuant to the ASX Clear Rules is withdrawn or becomes ineffective; or
- (d) any other event occurs which Pershing and the Correspondent have agreed in this agreement constitutes a default,

Pershing may, in addition to any other rights which they may have against the Correspondent, without giving prior notice to the Correspondent, take any action, or refrain from taking action, which it considers reasonable in the circumstances in connection with Derivatives Contracts registered in the Correspondent's account and, without limitation, Pershing may:

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- (a) enter into or cause to be entered into one or more transactions to effect the Close Out of one or more Derivatives Contracts in accordance with the ASX Clear Rules;
  - (b) exercise one or more Derivatives Contracts in accordance with the ASX Clear Rules; or
  - (c) exercise or cause to be exercised any other rights conferred by the ASX Clear Rules or this agreement or perform any other obligations arising under the ASX Clear Rules or this agreement in respect of those Derivatives Contracts,

and the Correspondent must account to Pershing as if those actions were taken on the instructions of the Correspondent and, without limitation, the Correspondent is liable for any deficiency and is entitled to any surplus which may result.

#### **19.4 Pershing's rights and obligations if trade not settled at T+5**

The Correspondent acknowledges to Pershing that where a client (or in the case of a Principal Transaction, the Correspondent) has failed to settle a Transaction (other than a Derivatives Transaction, but include the sale and purchase of Underlying Financial Products following the exercise of a Derivatives Contract) by the fifth Business Day after the relevant Order was executed, Pershing may (and may be obliged to) exercise its rights and take steps:

- (a) in the case of a sale, buy-in (or cause to be bought-in) Traded Products under the ASX Settlement Rules to settle the sale or ensure that the sale is settled; or
- (b) in the case of a purchase, sell (or cause to be sold) the Traded Products purchased,

and that Pershing may exercise its right to do so without prior notice to the Correspondent or the relevant client.

#### **19.5 Pershing's intention**

If a Client fails to comply with its Client Obligations in respect of any Transaction or part thereof, Pershing may, at its discretion and without limitation to any other rights Pershing may have under this agreement or the Exchange Rules, exercise any of the rights referred to in clause 19.2, 19.3 or 19.4 and may do so without giving prior notice to the Correspondent.

#### **19.6 Instructions to the Correspondent**

If a Client fails to perform any of its obligations in respect of a Transaction and Pershing wishes to exercise its right to cause to be sold or purchased (as the case may be) sufficient of the Traded Products the subject of the relevant Transaction or, in the case of a Derivatives Transaction, to Close Out one or more Derivatives Contracts, Pershing must instruct the Correspondent to do so. If the Correspondent fails to execute those instructions by 11:00 am EST on the Business Day following receipt of those instructions, Pershing may:

- (a) give those instructions to another Trading Participant; or
- (b) execute those instructions itself.

The Correspondent must reimburse Pershing on request for Pershing's costs of executing such instructions through another Trading Participant or itself.

#### **19.7 Assignment of Client Debt**

If a Client fails to perform any of its obligations by the due time for any reason (including without limitation because the Client has died or an Event of Insolvency has occurred in

relation to the Client), the Correspondent acknowledges that Pershing may (whether or not Pershing has exercised or attempted to exercise any of its rights against the Client in respect of that failure) by notice to the Correspondent and the relevant Client assign to the Correspondent the relevant Client Debt, in which event the Correspondent immediately becomes liable to pay the full amount of the Client Debt to Pershing.

**19.8 No advice**

The manner in which Pershing may exercise or not exercise, or the timing of or any delay in any exercise by Pershing of, any right of Pershing is not to be taken to be financial product advice by Pershing to the Correspondent or to any client, and the Correspondent must not represent to any person that it is financial product advice by Pershing.

**19.9 Pershing not liable for failure to exercise its rights against a client**

Pershing will not be liable to the Correspondent for any failure by Pershing to exercise (or any delay in the exercise by Pershing of) any right Pershing may have against a client, or any loss incurred by the Correspondent as a result of Pershing not exercising any of its rights against a Client immediately, or at all, following any failure by the Client to comply with its obligations.

**19.10 Cover for Principal Derivatives Transactions by the Correspondent [ASX Clear Minimum Term 10]**

Pershing may call for payment of money or the provision of other security which Pershing considers, in its absolute discretion, appropriate in connection with the obligations incurred by Pershing in respect of Derivatives Contracts registered in the ASX Clear Client Account in respect of the Correspondent. The time by which the Correspondent must pay any amount called or provide security is of the essence and the Correspondent must pay the amounts or provide the relevant security within 24 hours of the call for payment.

**20. SECURITIES LENDING**

The Correspondent acknowledges that Pershing may, in its absolute discretion and without the consent of the Correspondent or its client, borrow Traded Products to satisfy its obligations as Clearing Participant in respect of a particular Transaction including, where the relevant Client or the Correspondent as principal has failed to provide the Traded Products in a timely manner to meet its obligations in respect of the Transaction (including in respect of the sale of Traded Products following the exercise of a Derivative Contract) and Pershing may, in its absolute discretion, seek reimbursement from the Correspondent or its Client of any fees or interest charged to or payable by Pershing in relation to borrowing Traded Products for the Correspondent or its Client (as the case may be) pursuant to this clause.

**21. SPONSORSHIP**

**21.1 Arrangements if Pershing is to provide sponsorship services**

Unless Pershing agrees that the Correspondent may act as the Controlling Participant for clients (in which case, clauses 21.2 and 21.3 apply), the Correspondent must:

**(a) Novation of Sponsorship Agreements**

as soon as practicable after the execution of this agreement, novate the Specified Terms of each Sponsorship Agreement that it has entered into with a Participant Sponsored Holder to Pershing in accordance with ASX Settlement Rule 7.1.10; and



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In this clause 21.4, the terms "FOR Financial Products" and "Registration Details" have the meaning given to them in the ASX Settlement Rules.

## **22. NOMINEE COMPANY**

### **22.1 Nominee Companies**

The Correspondent must:

- (a) not, either itself or through a nominee company, provide nominee and custodial services to clients without Pershing's written consent.
- (b) administer its nominee company (if any); and
- (c) procure that the Correspondent's nominee company (if any) enters into a Sponsorship Agreement with Pershing in respect of all CS Approved Products registered in the name of the Correspondent's nominee company.

### **22.2 Nominee and Custodial Services**

Unless the Correspondent provides nominee and custodial services to clients with Pershing's consent under clause 22.1 (a), Pershing will, on request from the Correspondent, provide nominee and custodial services to the Correspondent's clients (and if requested to the Correspondent as principal) through Pershing's nominee company, subject to its right to refuse to provide such services to any one or more clients (or to the Correspondent as principal) in its absolute discretion.

## **23. PRINCIPAL TRANSACTIONS**

The Correspondent agrees that the provisions of this agreement, the Disclosure Statement and the Pershing Derivatives Client Agreement apply in relation to a Principal Transaction as if:

- (a) Pershing has entered an agreement with the Correspondent on the same terms as are contained in the Disclosure Statement provided to clients in accordance with the Market Integrity Rules and the Pershing Derivatives Client Agreement in the form notified by Pershing to the Correspondent from time to time; and
- (b) a reference in this agreement, the Disclosure Statement and the Pershing Derivatives Client Agreement to:
  - (i) a Transaction were to the Principal Transaction; and
  - (ii) a Client were to the Correspondent.

## **24. CORRESPONDENT'S CORPORATE TRANSACTIONS AND RISK BASED CAPITAL**

### **24.1 Underwritings and Other Corporate Transactions**

On entering into any agreement or making any commitment in relation to any Corporate Transaction, the Correspondent must provide Pershing with details (including the maximum potential liability of the Correspondent in respect of) that Corporate Transaction. Pershing may, in its discretion, increase the amount of the Bond or amend the Trading Limits to take into account that potential liability.

### **24.2 Correspondent's Risk Based Capital Requirements**

The Correspondent must inform Pershing before:

- (a) executing a Principal Transaction;

(b) executing an agency transaction which is not a Transaction or a Derivatives Transaction; or

(c) the happening of any other event,

which may result in the Correspondent failing to meet the "Risk Based Capital Requirements" in respect of the Correspondent under the Exchange Rules applicable for the time being and, if the Correspondent has applied to a Relevant Exchange for an exemption from those requirements under the Exchange Rules, the Correspondent must provide Pershing with a copy of the application and any request by the Correspondent to any bank, financial institution or any other person for additional funds.

## **25. CLIENT CORRESPONDENCE AND ADVERTISING**

### **25.1 Stationery**

Subject to clause 25.4, all Confirmations, Daily Statements, Client statements issued by the Correspondent or Pershing, Disclosure Statements, Pershing Derivatives Client Agreement, Correspondent Derivatives Client Agreement and correspondence with a Client in relation to Client Obligations or failure to settle must be on stationery or in a form identifying the Correspondent as "Trading Participant" and Pershing as "Clearing Participant". In Pershing's absolute discretion, the identification of Pershing may be in smaller font than the identification of the Correspondent. If requested by Pershing, the Correspondent must cease using any particular form which is unacceptable to Pershing in its reasonable discretion.

### **25.2 No advice from Pershing group**

No document containing advice issued by the Correspondent may refer to Pershing or any related body corporate of Pershing (including any Pershing company) or imply that Pershing or any such body corporate has been involved in its preparation or endorses its publication without the prior written consent of Pershing.

### **25.3 Accredited Adviser**

The Correspondent must procure that it and its Employees (as defined in the Market Integrity Rules) comply with the Market Integrity Rules in relation to any advice or recommendation to a Client in relation to Derivatives Contracts or Derivatives Transactions.

### **25.4 Removal of Correspondent's name**

The Correspondent acknowledges that it may not always be practicable to include references to the Correspondent on all correspondence between Pershing and clients and other than where required by the Exchange Rules, ASX Clear Rules, ASX Settlement Rules, the Corporations Act or any other law, Pershing may in its absolute discretion remove references to the Correspondent from any Client correspondence including, without limitation, credit control letters and corporate action letters.

### **25.5 Advertising**

The Correspondent must not place any advertisement in any media, or otherwise make public statements, which refer to Pershing or the clearing services, the nominee and custodial services provided by Pershing (or Pershing Nominees) or use Pershing's name, logo and other proprietary identifying marks without the prior written approval of Pershing.

All advertising and public statements made by the Correspondent must not be inconsistent with the Disclosure Statement, Confirmation, this agreement or the Procedures.

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## **25.6 Use of name and logo**

If either the Correspondent or Pershing (**Consenting Party**) gives consent to the other party (**Using Party**) to the use of its name and/or logo in connection with any document or communication (including any electronic document or website page) contemplated by this agreement, the Using Party must:

- (a) comply with the conditions (if any) of the consent of the Consenting Party in connection with the use of the Consenting Party's name and/or logo;
- (b) not use the name and/or logo of the Consenting Party for any other purpose without the prior written consent of the Consenting Party; and
- (c) immediately cease to use the name and logo of the Consenting Party on termination of this agreement.

## **26. TRANSFER OF CLIENTS FROM ANOTHER TRADING PARTICIPANT**

If the Correspondent acquires another Trading Participant or the clients of another Trading Participant, then the Correspondent must, if clients of that Trading Participant are to transfer to the Correspondent:

- (a) give to each Client a Disclosure Statement;
- (b) comply with the requirements of this agreement (including the Procedures) for opening new Client Accounts for all transferring clients (other than clause 6.6);
- (c) if Pershing is to be the Controlling Participant in respect of Holdings for those clients, subject to the clients' consent, novate to Pershing all relevant Sponsorship Agreements entered into by those clients with:
  - (i) the other Trading Participant; or
  - (ii) another Controlling Participant subject to that person's consent;
- (d) uses its best endeavours to obtain information about transferring clients in electronic form;
- (e) provide Pershing with sufficient information to enable Pershing to determine what adjustments (if any) are to be made to the Trading Limits or the amount of the Bond; and
- (f) pay the reasonable costs of Pershing incurred in including information about transferring clients in the Correspondent's Data in addition to any Fees for opening new Client Accounts in respect of those clients.

## **27. RECORDS, INFORMATION & DIRECTIONS**

### **27.1 Records**

Pershing must, as the Correspondent's agent, maintain records of certain information which comes into Pershing's possession in carrying out its obligations under this agreement for a period of at least 7 years in electronic form.

### **27.2 Correspondent's notification of regulatory breaches, etc**

The Correspondent must notify Pershing:

- (a) if the Correspondent (or any of the Correspondent's representatives or advisers) contravenes an Exchange Rule, ASX Clear Rule, ASX Settlement Rule, the

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Corporations Act, or any other law - of such contravention, and any subsequent regulatory investigation or disciplinary action, as soon as it becomes aware of those matters;

- (b) of all relevant investigations, queries and issues raised by ASIC, a Relevant Exchange, ASX Clear, ASX Settlement or other Regulatory Agency, irrespective of whether they relate to a contravention of the Exchange Rules, ASX Clear Rules, ASX Settlement Rules, the Corporations Act or any other law, including of any enforceable undertakings given by the Correspondent to any Regulatory Agency; and
- (c) of any current or threatened litigation, or any other matters, which may have a Material Adverse Effect, as soon as it becomes aware of those matters.

### **27.3 Correspondent notification of previous regulatory breaches, etc**

The Correspondent warrants and represents to Pershing that it has provided to Pershing in writing before execution of this agreement full details of:

- (a) any contravention by the Correspondent (or any of the Correspondent's representatives or advisers) of an Exchange Rule, ASX Clear Rule, ASX Settlement Rule, the Corporations Act, or any other law, and any subsequent regulatory investigation or disciplinary action in respect of that contravention, in each case, which occurred before the date of this agreement;
- (b) any relevant investigations, queries and issues raised by ASIC, a Relevant Exchange, ASX Clear, ASX Settlement or other Regulatory Agency, irrespective of whether they relate to a contravention of the Exchange Rules, ASX Clear Rules, ASX Settlement Rules, the Corporations Act or any other law, and any enforceable undertakings given by the Correspondent to any Regulatory Agency, in each case, which occurred before the date of this agreement; and
- (c) any current or threatened litigation, or any other matters, which may have a Material Adverse Effect, as at the date of this agreement,

### **27.4 Relevant Exchange Returns**

The Correspondent must, upon request by Pershing, provide Pershing with a copy of each return or report which the Correspondent is required to submit to a Relevant Exchange or ASIC under the Exchange Rules, on the date it is submitted, being no later than the date that the relevant return or report is required to be submitted under the Exchange Rules.

### **27.5 Request for Information**

Pershing must provide relevant information to the Correspondent (at the Correspondent's cost) which is requested by the Correspondent from time to time in order that the Correspondent may comply with any request for information, investigation or disciplinary proceeding by any Regulatory Agency or any other litigation or proceeding that directly or indirectly involves Pershing or the Correspondent, or a request for information that relates to a beneficial interest information request.

The Correspondent must, upon reasonable notice from Pershing, (at the Correspondent's cost) supply such assistance, and such information, documents or records as are in its possession, and as are required from time to time by Pershing.

Except as required by law, nothing in this clause 27.5 requires Pershing or the Correspondent to disclose any information:

- (a) in respect of which that party owes a duty of confidentiality to any other person; or

- 
- (b) which does not relate directly or indirectly to the fact that Pershing acts as the Correspondent's Clearing Participant.

## **28. BOND**

### **28.1 Calculation and provision of the Bond**

The Correspondent must provide to Pershing a Bond, the amount of which must at all times be not less than the amount determined by Pershing in accordance with 1.1.

Pershing must notify the Correspondent on commencement of this agreement and during the term of this agreement of the amount of the Bond to be provided by the Correspondent.

The amount of the Bond and the manner in which it may be provided by the Correspondent is to be determined from time to time in accordance with 1.1.

The Correspondent acknowledges that:

- (a) Pershing may increase the amount of the Bond to be provided by the Correspondent at any time to cover any exposures including any arising out of client debts, margin requirements or to satisfy its risk based capital requirements under the ASX Clear Rules that is attributable to the Correspondent (**Exposure**);
- (b) Pershing may also increase the amount of the Bond to be provided by the Correspondent by any amount that Pershing considers appropriate at any time in Pershing's absolute discretion under paragraph **Error! Reference source not found.** of 1.1; and
- (c) any call by Pershing for the Bond must be met immediately and failure by the Correspondent to provide the Bond may lead to:
  - (i) Pershing utilising the Correspondent's accrued Brokerage to satisfy any amount of the Bond payable by the Correspondent as contemplated by clause **Error! Reference source not found.**; or
  - (ii) immediate termination of this agreement.

In Pershing's absolute discretion, Pershing may agree to fund the Exposure and charge interest on the Exposure at the Reserve Bank Rate plus 8%.

### **28.2 Use of the Bond to meet Risk Based Capital Requirements**

The Correspondent acknowledges that, if permitted by the Exchange Rules, Pershing may use the Bond provided by the Correspondent, towards satisfaction of its "Risk Based Capital Requirements" or "Capital Requirements" under the Exchange Rules and/or the ASX Clear Rules.

### **28.3 Bond is the property of Pershing**

The Correspondent acknowledges that the Bond is the property of Pershing and not the Correspondent. Subject to this clause 28, Pershing may use or apply the Bond as it thinks fit including, without limitation, mixing it with its own funds.

### **28.4 Return of the Bond**

Subject to clause 28.5, the Correspondent may only require repayment of the Bond:

- (a) in accordance with the provisions of 1.1;

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- (b) on or after the Termination Date, provided that no amounts are owing by the Correspondent or any Client to Pershing at that time; or
  - (c) with the consent of Pershing.

This sub-clause prevails over any provision to the contrary in any other document or agreement.

#### **28.5 Set-off**

Pershing may set-off any amount that is due and payable from the Correspondent to Pershing under this agreement (or to any other Indemnified Person under clause 35) against the Bond, and the amount of the Bond reduces accordingly. For the avoidance of doubt, Pershing may exercise this right of set-off in respect of any amount owed to Pershing as trustee for any third party (including any amount owed under the indemnity under clause 35) or to Pershing's nominee company or any other related body corporate or affiliate of Pershing.

Pershing must notify the Correspondent of any set-off under this clause 28.5.

#### **28.6 Right to apply not affected**

Pershing is entitled to exercise its rights under this clause:

- (a) without making any demand on or giving any prior notice to the Correspondent, and without any advertisement or other formality;
- (b) without having recourse to any other document, agreement, arrangement or security in respect of the Liabilities;
- (c) irrespective of the date on which any Liability becomes due and payable; and
- (d) irrespective of the date on which the Bond becomes due and payable to the Correspondent.

#### **28.7 Protection of Pershing**

Pershing is:

- (a) entitled, but not obliged, to exercise its rights under this clause;
- (b) not liable to the Correspondent in respect of any exercise of, failure to exercise or delay in exercising its rights under this clause; and
- (c) entitled to exercise its rights under this clause on more than one occasion, as it chooses.

#### **28.8 No mortgage or charge created**

Without affecting any right of combination, consolidation, appropriation or set-off exercisable by Pershing in respect of the Bond under common law, equity or statute or under this agreement, none of the provisions of this agreement takes effect to the extent that it creates (or would, but for this sub-clause, create) a mortgage, charge, pledge, lien, or hypothecation over the Bond in favour of the Correspondent or any other person.

#### **28.9 Survival of rights on liquidation**

To the extent permitted by law, the rights of Pershing under this agreement continue even if an Event of Insolvency occurs in relation to the Correspondent.

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## **29. FEES AND CHARGES**

### **29.1 Fees**

The Correspondent must pay Pershing all of the fees and the charges set out in Schedule 1 (**Fees**).

### **29.2 Increase in Fees on Notice**

Pershing may increase the amount of any Fee by giving not less than 60 days written notice to the Correspondent.

### **29.3 Other Increases in Fees**

Where the amount of a Fee is expressed to be calculated by reference to an amount to be paid by Pershing to a necessary third party in connection with the provision of clearing services to the Correspondent (including without limitation a Relevant Exchange, ASX Clear and CHES fees) the amount of the Fee is to be immediately increased by the amount by which the corresponding amount payable by Pershing to the third party increases from time to time.

### **29.4 New Fees**

Pershing may introduce a new fee or charge (also a **Fee**) by giving not less than 60 days written notice to the Correspondent.

### **29.5 Reimbursement of Pershing's third party costs**

Upon written request from Pershing, the Correspondent must reimburse Pershing for any costs it incurs to third parties which:

- (a) do not form part of the Fees; and
- (b) the Correspondent has previously agreed to reimburse.

### **29.6 Relevant Exchange Charges**

It is expressly acknowledged that the Correspondent will be billed directly by a Relevant Exchange for any Relevant Exchange related charges applicable to a Trading Participant, including but not restricted to Trading Platform trade orders and execution fees and charges.

### **29.7 Payment for Pershing's costs and time**

At Pershing's request the Correspondent must pay Pershing for all reasonable costs incurred by Pershing and must compensate Pershing for time spent by Pershing (at a reasonable rate per hour, as determined by Pershing) in performing its obligations under this agreement to the extent that there is no Fee specified in Schedule 1 for performance of that service. This includes all reasonable costs and time spent by Pershing in establishing the Correspondent in the third party clearing environment.

## **30. INVOICING**

Pershing may issue the Correspondent an invoice in respect of the Fees and other permissible charges on a monthly basis. The Correspondent must pay the amount of the invoice within 7 days of the date of the invoice.

An invoice may include Fees and other permissible charges in respect of any:

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- (a) Transaction executed by the Correspondent, whether or not Pershing has settled the particular Transaction; and
  - (b) without limiting clause 30(a), sale or purchase of Underlying Financial Products following the submission of an Exercise Notice by the Correspondent (or the allocation by ASX Clear of an Exercise Notice in relation to a Derivatives Contract to Pershing in respect of an ASX Clear Client Account relating to a Client of the Correspondent), which has yet to be settled by Pershing.

## **31. BROKERAGE**

### **31.1 Receipt of Brokerage by Pershing**

The parties acknowledge that Pershing will receive payment from clients of Brokerage. The Correspondent agrees that:

- (a) Pershing receives such money as the agent of (and not as trustee for) the Correspondent;
- (b) Pershing is entitled to set-off any amount of Brokerage received by Pershing against any amount payable by the Correspondent to Pershing (including any amount of the Bond payable by the Correspondent under clause 28.1), whether or not that amount relates to the Transaction to which the Brokerage received by Pershing relates;
- (c) Pershing is not required to pay any amount of Brokerage to the Correspondent until cleared funds have been received by Pershing from the client; and
- (d) any GST recovered from the Client in relation to Brokerage which is received by Pershing as agent of the Correspondent, will be held in a separate account in Pershing's records from that GST recovered by Pershing on any supplies made by Pershing.

### **31.2 Payment of Brokerage by Pershing**

Subject to clause 31.1 and any other arrangements that Pershing and the Correspondent may agree, Pershing must within 7 days after the date of its invoice under clause 30 in respect of a calendar month pay to the Correspondent the amount of any Brokerage received by Pershing for that calendar month less any Fees payable.

If Pershing has exercised its right of set-off in respect of any Brokerage received by Pershing, it must provide details to the Correspondent of the relevant set-off within 7 days of the issue of the invoice under clause 30.

### **31.3 Brokerage in respect of exercise of a Derivatives Contract**

The parties acknowledge that if a Derivatives Contract held on behalf of a Client of the Correspondent is exercised (whether because of the submission of an Exercise Notice to ASX Clear on behalf of that Client or the allocation by ASX Clear to Pershing of an Exercise Notice in respect of a Derivatives Contract registered in an ASX Clear Client Account in respect of that client) it is the Correspondent (and not Pershing) that executes any sale or purchase of Underlying Financial Products which results, and it is the Correspondent who is entitled to charge the Brokerage in respect of that sale or purchase in those circumstances.

## **32. GST**

### **32.1 Rules for interpreting this document**

- (a) Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.



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- (b) All monetary amounts stated in this agreement, including the Schedules, are exclusive of GST (unless otherwise stated).

### **32.2 Liability for GST**

In addition to paying the Fees or any other consideration or amount (**original amount**, which is exclusive of GST) payable by the Correspondent to Pershing for any supply made by Pershing under this agreement, the Correspondent must:

- (a) pay to Pershing an amount calculated by multiplying the original amount by the Prevailing GST Rate (rate specified in the GST Law) in respect of any supply by Pershing under or in connection with this agreement, without deduction or set-off of any other amount; and
- (b) make that payment as and when the Fees or other consideration or amount, or part of it, must be paid or provided, or otherwise on demand.

### **32.3 Tax invoice**

Pershing must issue a tax invoice or an adjustment note to the Correspondent for any supply or adjustment event for which Pershing may recover an amount for GST from the Correspondent under this agreement, and must include in the tax invoice or adjustment note the particulars required by the GST Law for the Correspondent to obtain an input tax credit for that GST.

### **32.4 Adjustment events**

The Correspondent shall pay Pershing an amount equal to any GST payable as a result of any adjustment event. Pershing must refund to the Correspondent any overpayment by the Correspondent for GST, but Pershing need not refund to the Correspondent any amount for GST paid to the Commissioner of Taxation unless Pershing has received a refund or credit of that amount.

### **32.5 GST on claims**

- (a) If a payment to satisfy a claim or a right to claim under or in connection with this agreement (including any payments made under paragraphs (b) and (c) below) gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.
- (b) If a party has a claim under or in connection with this agreement for a cost on which that party must bear GST, the claim is for the cost plus any GST for which that party is not entitled to an input tax credit.
- (c) If a party has a claim under or in connection with this agreement whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

## **33. PERSHING INTERNAL AUDIT**

The Correspondent must on demand by Pershing give persons nominated by Pershing immediate access during usual business hours to the Correspondent's premises, books and records to enable those persons to conduct an audit concerning the Correspondent's compliance with its obligations under this agreement.

Each party is to bear its own costs of any such audit.

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However this clause does not require the Correspondent to disclose any information which would infringe its obligations to individuals under the national privacy principles of the *Privacy Act 1988* (Cth).

#### **34. OBLIGATIONS AND WARRANTIES**

##### **34.1 Obligations of the Correspondent**

The Correspondent must, during the term of this agreement and in addition to its other obligations and responsibilities under this agreement:

- (a) comply with all regulatory obligations of the holder of an AFSL;
- (b) comply with all regulatory obligations of a Trading Participant including its best execution obligations under Chapter 3 of the Competition Market Integrity Rules;
- (c) comply with the Procedures;
- (d) subject to the express terms of this agreement, prepare and lodge any documents required of it by Regulatory Agencies;
- (d) promptly pay or reimburse Pershing in respect of any penalties imposed by ASIC, a Relevant Exchange, ASX Clear or ASX Settlement or any other Regulatory Agency as a result of the Correspondent's act, neglect or default; and
- (e) diligently perform such duties, exercise such powers and promptly comply with the terms and conditions under this agreement.

##### **34.2 Warranties by the Correspondent**

The Correspondent represents and warrants to Pershing that the Correspondent is and will remain for the term of this agreement:

- (a) duly incorporated and validly existing under the law of the jurisdiction of its incorporation, and that:
  - (i) the execution, delivery and performance of this agreement by the Correspondent has been duly and validly authorised by all necessary corporate action on its part; and
  - (ii) this agreement is a valid and binding agreement of the Correspondent enforceable in accordance with its terms;
- (b) accredited by one or more Relevant Exchange as a Trading Participant or, before the Commencement Date, would be so accredited once this agreement had been lodged with a Relevant Exchange;
- (c) the holder of an AFSL, the conditions of which permit the Correspondent to carry on business as a Correspondent as contemplated by this agreement; and
- (d) where required a member of an external complaints resolution scheme approved by ASIC.

The Correspondent also represents and warrants to Pershing that all information provided by the Correspondent to Pershing before this agreement was executed is true and correct in all material respect and there are no material omissions from that information.

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### 34.3 Obligations of Pershing

Pershing must, during the term of this agreement and in addition to its other obligations and responsibilities under this agreement:

- (a) comply with all regulatory obligations of a General Participant of ASX Clear (as defined in the ASX Clear Rules);
- (b) comply with the Procedures;
- (c) subject to the express terms of this agreement, prepare and lodge any documents required of it by Regulatory Agencies;
- (d) promptly pay or reimburse the Correspondent in respect of any penalties imposed by ASIC, a Relevant Exchange, ASX Clear, ASX Settlement or any Regulatory Agencies as a result of Pershing's act, neglect or default; and
- (e) diligently perform such duties, exercise such powers and promptly comply with the terms and conditions under this agreement.

### 34.4 Warranties by Pershing

Pershing represents and warrants to the Correspondent that Pershing is and will remain for the term of this agreement:

- (a) duly incorporated and validly existing under the Corporations Act, and that:
  - (i) the execution, delivery and performance of this agreement by Pershing has been duly and validly authorised by all necessary corporate action on its part; and
  - (ii) this agreement is a valid and binding agreement of Pershing enforceable in accordance with its terms;
- (b) accredited by ASX Clear as a General Participant of ASX Clear (as defined in the ASX Clear Rules); and
- (c) the holder of an AFSL, the conditions of which permit Pershing to carry on business as a Clearing Participant as contemplated by this agreement.

### 35. INDEMNITY FROM THE CORRESPONDENT TO PERSHING

The Correspondent must, to the maximum extent permitted by law, in addition to its other obligations and responsibilities under this agreement, at all times and from time to time indemnify and keep Pershing and its related bodies corporate and their respective directors, officers, contractors, agents and employees (each an **Indemnified Person**) harmless from and against all liabilities, losses, damages, costs or expenses directly or indirectly incurred or suffered by the Indemnified Person, and from and against all actions, proceedings, claims or demands made against the Indemnified Person (each a **Loss**) as a result of:

- (a) Pershing's performance of its obligations under this agreement (including without limitation, under the Procedures);
- (b) any transaction or proposal contemplated by this agreement including any Loss resulting from a Transaction executed by the Correspondent, or arising from the submission by or allocation to Pershing of an Exercise Notice;
- (c) any breach by the Correspondent of the Corporations Act, the Exchange Rules, ASX Clear Rules, ASX Settlement Rules or any other applicable law;

- 
- (d) the Correspondent failing to perform or observe any of its obligations under this agreement (including without limitation, under the Procedures);
  - (e) any representation or warranty made or given or deemed to have been made or given by the Correspondent under this agreement (including without limitation, under the Procedures) proving to be untrue or incorrect;
  - (f) any breach by a Client of the Correspondent of its Client Obligations to Pershing, obligations under the Disclosure Statement, relevant Pershing Derivatives Client Agreement, Correspondent Derivatives Client Agreement, Daily Statements, Confirmations or other Client agreement, the Corporations Act, the Exchange Rules, ASX Clear Rules, ASX Settlement Rules or any other applicable law;
  - (g) any error, omission, fraud, malfeasance, negligence, or misappropriation by any client, employee, agent, consultant or servant of the Correspondent;
  - (h) the cancellation by Pershing of any Transaction at the request of the Correspondent; or
  - (i) any failure of any of the Correspondent's computer or electronic systems or networks (including any system for Automated Order Processing) to perform, be available or successfully transmit data to the Pershing Database, or any error or inadequacy in the data or information input into such systems or networks by the Correspondent or its clients,

other than to the extent that the Loss is found in a final judgment of a court to have resulted from Pershing's gross negligence or fraud.

## **36. COMPUTER FAILURE**

### **36.1 Computer Failure**

For the purpose of this clause 36, Computer Failure means the total or partial failure of, or inability to operate, the computers used by Pershing to operate the Pershing Database as a result of a power failure, inability to access the building, computer hardware or software failure, fire or any other reason whatever, whether as a result of Pershing's default or otherwise.

### **36.2 Suspension of Obligations**

The obligations under this agreement of Pershing are suspended, except for:

- (a) Pershing's Settlement Obligations in respect of the Transactions of the Correspondent that have already been executed at the time the Correspondent is advised of the Computer Failure);
- (b) Derivatives Contracts in respect of which an Exercise Notice has been submitted by Pershing to ASX Clear and has been allocated in accordance with the ASX Clear Rules; or
- (c) Derivatives Contracts in respect of the allocation by ASX Clear to Pershing of an Exercise Notice; or
- (d) Derivatives Contracts in respect of which Pershing has received an instruction from the Correspondent in accordance with clause 6 of this agreement to Close Out,

In each case, to the extent they are affected by the Computer Failure, from the time of the Computer Failure until as soon as practicable after the cessation of the Computer Failure.

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### **36.3 Suspension of trading**

If directed by Pershing the Correspondent will:

- (a) not accept or execute Orders (except instructions to effect the exercise of a Derivatives Contract or instructions to Close Out a Derivatives Contract) once it becomes aware of, or is notified by Pershing, of a Computer Failure; and
- (b) advise clients that Orders received and not executed by the Correspondent will not be executed by the Correspondent before the relevant Computer Failure has been remedied.

### **36.4 Disclaimer**

Pershing and its directors, officers, employees, servants, agents and contractors are not responsible for any liability (including liability for negligence) arising out of or in relation to liabilities, losses (including loss of profits), damages, costs or expenses directly or indirectly incurred or suffered by the Correspondent as a result of or in connection with the suspension of the obligations of Pershing under clause 36.2.

### **36.5 Remedial Action**

Pershing must use its reasonable endeavours to remedy a Computer Failure affecting performance of this agreement.

### **36.6 Alternative Arrangements**

During the period of suspension of any obligation of Pershing under clause 36.2, the Correspondent and Pershing must co-operate to make any reasonable alternative arrangements for the performance, whether by another person or otherwise, of any obligations so suspended.

### **36.7 Insurance**

The Correspondent must enter into appropriate insurance arrangements to insure against Computer Failure with an insurer. The terms of the Correspondent's insurance arrangements must be approved by Pershing and cover all such business risks as are agreed between Pershing and the Correspondent.

## **37. FORCE MAJEURE EVENTS**

### **37.1 Force Majeure Event**

For the purpose of this clause 37, **Force Majeure Event** means any act, occurrence or omission, as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations (other than, in the case of the Correspondent, a payment obligation) under this agreement, and which is beyond the reasonable control of that party, including (without limitation) occurrence of weather or other forces of nature, industrial action and action or inaction by any Regulatory Agency or the failure of any computer system of a Relevant Exchange, ASX Clear or ASX Settlement.

### **37.2 Suspension of Obligations**

The obligations of the party the performance of whose obligations are affected by the Force Majeure Event (**Affected Party**) are suspended (except for Pershing's Clearing Obligations in respect of:

- (a) the Transactions of the Correspondent that have already been executed;

- 
- (b) Derivatives Contracts in respect of which an Exercise Notice has already been submitted to ASX Clear and allocated in accordance with the ASX Clear Rules;
  - (c) Derivatives Contracts in respect of which an Exercise Notice has been allocated to Pershing by ASX Clear; and
  - (d) Derivatives Contracts in respect of which Pershing has received an instruction from the Correspondent to close out in accordance with this agreement),

to the extent that they are affected by the Force Majeure Event, from the date of the commencement of the Force Majeure Event until after a reasonable time has elapsed after the cessation of the Force Majeure Event except for any obligation of the Correspondent to pay Fees as provided in this agreement.

### **37.3 Suspension of Trading**

If directed by Pershing the Correspondent will:

- (a) not accept or execute Orders (except instructions to effect the exercise of a Derivatives Contract and instructions to Close Out a Derivatives Contract) once it becomes aware of, or is notified by Pershing, of a Force Majeure Event affecting Pershing's ability to perform its obligations under this agreement; and
- (b) advise its clients that Orders received and not executed by the Correspondent will not be executed by the Correspondent before the relevant Force Majeure Event has been remedied.

### **37.4 Disclaimer**

Pershing and its directors, officers, employees, servants, agents and contractors are not responsible for any liability (including liability for negligence) arising out of or in relation to liabilities, losses (including loss of profits), damages, costs or expenses directly or indirectly incurred or suffered by the Correspondent as a result of or in connection with the suspension of the obligations of Pershing pursuant to clause 37.2.

### **37.5 Remedial Action**

The Affected Party must use its reasonable endeavours to remove the effect of each Force Majeure Event affecting its performance of this agreement.

### **37.6 Alternative Arrangements**

During the period of suspension of any obligation of Pershing under clause 37.2, the Correspondent and Pershing must co-operate to, if feasible, make alternative arrangements for the performance, whether by another person or otherwise, of any obligations so suspended. The costs of any such alternative arrangements are to be at the Correspondent's cost.

## **38. AMENDMENT**

### **38.1 Requirements for Amendment**

Except as otherwise provided in this agreement, this agreement may only be amended, varied or supplemented in writing, signed by the parties.

### **38.2 Excepted Amendments**

Pershing may amend, vary or supplement this agreement:

- 
- (a) with Correspondent's consent which shall not be unreasonably withheld, to enable or permit Pershing to exercise or continue to exercise its rights or perform or continue to perform its obligations under this agreement; or
  - (b) to accommodate requirements of ASIC, a Relevant Exchange, ASX Clear, ASX Settlement, the Exchange Rules, ASX Clear Rules, ASX Settlement Rules or the Corporations Act from time to time affecting Pershing's status as a General Participant of ASX Clear, the provision of Clearing services or any of the provisions, or the form, of this agreement.

**38.3 Notice to a Relevant Exchange and ASX Clear of proposed amendments**

Subject to clause 38.6, any amendment to this agreement under clauses 38.1 or 38.2 takes effect on the later of the dates specified in respect of the particular amendment or 10 Business Days after notification of that amendment to a Relevant Exchange under the Exchange Rules and to ASX Clear under ASX Clear Rule 9.1.5.

**38.4 Revised terms prescribed by ASX Clear [ASX Clear Minimum Term 4]**

Where ASX Clear prescribes amended minimum terms for a Clearing Agreement (**New Terms**), to the extent of any inconsistency between the terms of this agreement and the New Terms, the New Terms will override the terms of this agreement and apply as if the New Terms were incorporated into this agreement.

**38.5 Pershing to provide Correspondent with copy of changes [ASX Clear Minimum Term 5]**

Pershing will provide a copy of the New Terms to the Correspondent as soon as practicable after ASX Clear prescribes the New Terms.

**38.6 Agreement subject to any amendments required by a Relevant Exchange or ASX Clear [ASX Clear Minimum Term 6]**

The parties agree to make any amendments to this agreement which are required from time to time by a Relevant Exchange (including by ASX under ASX Operating Rule S1.1022) or ASX Clear under ASX Clear Rule 9.1.6.

**38.7 Parties to refrain from making amendments as a Relevant Exchange ASX Clear directs**

The parties agree to refrain from making any amendments to this agreement as a Relevant Exchange directs under the Exchange Rules or ASX Clear directs under ASX Clear Rule 9.1.6.

**39. TERMINATION**

**39.1 Termination [ASX Clear Minimum Term 7]**

The Correspondent and Pershing acknowledge and agree that, subject to clauses 39.3 and 39.4, neither of them may terminate this agreement:

- (a) within 5 years of the Commencement Date; and
- (b) except in accordance with the Exchange Rules and the ASX Clear Rules.

**39.2 Termination subject to the Exchange Rules and the ASX Clear Rules**

Termination of this agreement takes effect subject to the Exchange Rules and ASX Clear Rules. For example, to the extent (if any) that the Exchange Rules or ASX Clear Rules require:

- 
- (a) termination does not take effect until:
    - (i) the Correspondent has notified ASX in accordance with Rule S1.1040 of the operating rules of ASX; and
    - (ii) Pershing has notified ASX Clear in accordance with ASX Clear Rule 9.1.10.
  - (b) Pershing has Clearing Obligations in respect of all Transactions of the Correspondent which take place prior to the time at which the termination of this agreement takes effect.

### **39.3 Termination on 9 months Notice**

This agreement commences on the date of this agreement and continues until, subject to clauses 39.2, 39.4 and 39.5 terminated at any time by mutual agreement of the Correspondent or Pershing or by either of them giving 9 months written notice of termination to the other. Subject to clause 39.4 and 39.5, notice of termination can only be provided at the expiry of the minimum term specified in clause 39.1.

### **39.4 Immediate Termination**

Subject to clause 39.2, either Pershing or the Correspondent may, by written notice to the other (**other party**), terminate this agreement immediately if at any time:

- (a) there is an Event of Insolvency with respect to the Correspondent;
- (b) there is an Event of Insolvency with respect to Pershing;
- (c) the Correspondent ceases to be a Trading Participant or to hold an AFSL;
- (d) Pershing ceases to be a General Participant of ASX Clear (as defined in the ASX Clear Rules) or to hold an AFSL; or
- (e) the Correspondent fails to provide any amount of the Bond (including any increase in the amount of the Bond) when required to do so under clause 28.1.

### **39.5 Pershing's right to terminate**

Subject to clause 39.2 but despite any other provision of this agreement, Pershing may, by written notice to the Correspondent, terminate this agreement immediately at any time if:

- (a) the Correspondent is the subject of an investigation by a Regulatory Agency which may affect the Correspondent's ability to conduct its business as a Trading Participant;
- (b) in the opinion of Pershing there is a Material Adverse Effect or potential Material Adverse Effect in respect of the Correspondent;
- (c) the Correspondent breaches clause 4.5, 8, 10, 11, 19.1 or 37.3;
- (d) material judgment is signed or entered against the Correspondent and remains unappealed or unsatisfied for thirty (30) days;
- (e) any representation or warranty given in this agreement by the Correspondent is or becomes incorrect;
- (f) concerns raised by an audit performed under this agreement are not addressed by the Correspondent to the satisfaction of Pershing within 30 days after the Correspondent receives notice of such concerns; or



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- (g) the Correspondent is not complying with its "Risk Based Capital Requirements" under the Exchange Rules or any other Exchange Rule applicable for the time being and the Correspondent has not obtained an exemption from those requirements from the Relevant Exchange or ASIC.

**39.6 Notification of termination to a Relevant Exchange or ASX Clear**

If the Exchange Rules or the ASX Clear Rules require either Pershing or the Correspondent to notify a Relevant Exchange or ASX Clear of the termination or proposed termination of this agreement, the relevant party must do so.

**39.7 Consequences of termination generally**

Subject to clause 39.2, upon termination of this agreement:

- (a) all moneys owing by one party to any other party become immediately due and payable;
- (b) the Correspondent must immediately return to Pershing any computer records, confidential documentation and computer instruction manuals supplied to the Correspondent by Pershing and any copies of them;
- (c) Pershing must, on the request of the Correspondent and at the Correspondent's expense, make available copies of all documents and information in the possession or control of Pershing relating to clients of the Correspondent;
- (d) Pershing must provide the Correspondent with all documents and information requested by the Correspondent relating to its clients or retained for the purposes of complying with the Market Integrity Rules, ASX Settlement Rule 6.14.1 (if applicable) and section 988A of the Corporations Act and destroy any copies of such documents or information still remaining in its possession, power or control (and any costs incurred by Pershing in complying with this clause 39.7(d) will be paid by the Correspondent); and/or
- (e) Pershing must immediately return the Correspondent's Data to the Correspondent in a computer useable form.

**39.8 Accrued Rights**

The termination of this agreement does not affect any rights or obligations of the parties which may have accrued prior to the termination of this agreement. The parties agree that Pershing's rights under clauses 19, 35 and 40 survive termination of this agreement.

**40. CONFIDENTIALITY**

**40.1 Confidentiality of Correspondent's Transactions**

Except as required by law or the Exchange Rules, ASX Clear Rules or ASX Settlement Rules, Pershing and the Correspondent must maintain the confidentiality of information relating to the Correspondent's Transactions and information provided to Pershing or the Correspondent under this agreement, where that information is not in the public domain.

**40.2 Agreement Confidential**

The parties must maintain absolute confidentiality concerning the terms of this agreement, and no public announcement or communication relating to the negotiations of the parties or the terms of this agreement may be made or authorised by:

- (a) Pershing without the prior written approval of the Correspondent; or

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(b) the Correspondent without the prior written approval of Pershing,

except that a party may make a disclosure in relation to this agreement:

- (c) to its professional advisers, bankers, financial advisers and financiers upon those persons undertaking to keep confidential any information so disclosed; or
- (d) to comply with any applicable law or requirement of any regulatory body, Regulatory Agency or stock exchange, subject to the relevant party giving the other party sufficient notice of any proposed disclosure to enable that party to seek a protective order or other remedy to prevent such disclosure.

#### **41. DISPUTE RESOLUTION**

If any party disputes any matter which is relevant to the subject matter of this agreement, that party (**Disputing Party**) must before commencing proceedings in respect of that dispute:

- (a) notify the representative of the other party nominated in the Procedures as handling disputes (**Notified Party's Representative**) of details of that dispute; and
- (b) allow for the opportunity for the dispute to be resolved in accordance with this clause.

On receipt of such notification, the Notified Party's Representative must contact the representative of the Disputing Party nominated in the Procedures (**Disputing Party's Representative**) to discuss the dispute.

The Disputing Party's Representative and the Notified Party's Representative must use their respective best endeavours to resolve the dispute within 30 days from the date of such notification.

#### **42. NOTICES**

##### **42.1 Method of giving notices**

Subject to clause 8.12, a notice, consent, approval or other communication (each a **Notice**) under this agreement must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address;
- (c) transmitted by facsimile to that person's address; or
- (d) transmitted by electronic mail to that person's address.

##### **42.2 Time of Receipt**

A Notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if it is sent by pre-paid mail on the third Business Day after posting;

- 
- (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day; and
  - (d) if transmitted by electronic mail to a person's e-mail address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

#### **42.3 Addresses for notices**

For the purpose of this clause the address of a person is the address set out below or another address of which that person may from time to time give Notice to each other person:

##### **Pershing**

Attention: Craig Mason  
Address: Level 7, 1 Chifley Square, SYDNEY NSW 2000  
Telephone: (02) 8999 4000  
Facsimile: (02) 8999 4099  
E-mail: [cmason@Pershing.com.au](mailto:cmason@Pershing.com.au)

##### **Correspondent**

Attention: Geoff Reilly  
Address: Level 9, 190 St Georges Terrace, Perth WA 6000  
Telephone: (08) 6141 6302  
E-mail: [greilly@gmpaustralia.com](mailto:greilly@gmpaustralia.com)

#### **43. PPS ACT**

##### **43.1 Application of the PPS Act**

This agreement may give rise to a Security Interest in Pershing's favour under the PPS Act. The following clauses are intended to protect any Security Interest Pershing has in the Correspondent's Property that arises under this agreement.

##### **43.2 Perfection of Security Interest**

To the extent that Pershing has a Security Interest in any of the Correspondent's Property, the Correspondent must do anything that Pershing (or any person who has agreed to act on the instructions of Pershing) may require to enable Pershing to perfect its Security Interest in whatever way Pershing requires.

##### **43.3 Security Interest in Correspondent's Property**

For the purposes of section 20(2)(b)(i) of the PPS Act, any Security Interest arising in Pershing's favour under this agreement is in the Correspondent's Property and in any proceeds to which the Correspondent is entitled to under, in connection with or otherwise arising or derived from, this agreement.

##### **43.4 Pershing may register Security Interests**

The Correspondent acknowledges that Pershing may, at the Correspondent's cost, register one or more financing statements or financing change statements in relation to Pershing Security Interests. To the extent permissible, the Correspondent waives its right under section 157 of the PPS Act to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

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#### **43.5 Correspondent to provide information required for registration**

The Correspondent must provide Pershing with all information that Pershing (or any person who has agreed to act on the instructions of Pershing) requires to ensure that any registration of Pershing's Security Interest on the PPS register is, and remains, fully effective or perfected (or both), and that the Security Interest has the priority required by Pershing.

#### **43.6 Security Interests over intermediated securities**

Without limiting clause 43.2, to the extent that any Security Interest Pershing has is in any collateral that is an intermediated security for the purposes of the PPS Act and that is not otherwise perfected by control, the Correspondent agrees that the intermediary (as defined in the PPS Act) that maintains the securities account in relation to that intermediated security:

- a) must not comply with instructions given by the Correspondent in relation to the intermediated security without seeking Pershing's consent (or the consent of a person who has agreed to act on Pershing's instructions); or
- b) must comply with instructions (including instructions to debit the securities account) given by Pershing (or any person who has agreed to act on the instructions of Pershing) in relation to the intermediated security without seeking the Correspondent's consent (or the consent of any person who has agreed to act on the Correspondent's instructions).

Pershing (or any person who has agreed to act on the instructions of Pershing) may notify any intermediary in relation to any intermediated security of the provisions of this clause 43. If required by Pershing, the Correspondent must notify the intermediary of the provisions of this clause 43.

#### **43.7 Security Interests over investment instruments**

Without limiting clause 43.2, to the extent that any Security Interest Pershing has is in collateral that is an investment instrument that is not evidenced by a certificate as contemplated in the PPS Act, the Correspondent agrees that Pershing (or someone who has agreed to act on its instructions) may:

- a) initiate or control sending instructions by which the investment instrument could be transferred or otherwise dealt with; and
- b) initiate or control the sending of some or all electronic messages or other electronic communications by which the investment instrument could be transferred or otherwise dealt with.

Without limiting clause 43.2, to the extent that any Security Interest Pershing has is in collateral that is an investment instrument for the purposes of the PPS Act that is evidenced by a certificate, the Correspondent must deliver to Pershing the instrument and the Correspondent agrees that Pershing (or any person who has agreed to act on the instructions of Pershing) has the right and power to deal with the instrument (including, to transfer the instrument to itself or a third party).

#### **43.8 Other Security Interests**

If Pershing has a Security Interest in any collateral of a type referred to in section 340(5) of the PPS Act, the Correspondent must do anything that Pershing (or any person who has agreed to act on the instructions of Pershing) may require to enable Pershing to control that collateral for the purpose of section 340(2)(b) of the PPS Act. If the Correspondent

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EXECUTED as an agreement.

EXECUTED by PERSHING SECURITIES  
AUSTRALIA PTY LTD;

  
\_\_\_\_\_  
Signature of director

CRAIG MASON

Name

17<sup>th</sup> APRIL 2012

Date

  
\_\_\_\_\_  
Signature of director/secretary

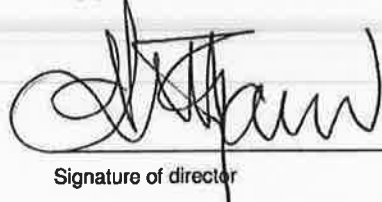
TONY LYNCH

Name

17<sup>th</sup> APRIL 2012

Date

EXECUTED by GMP SECURITIES  
AUSTRALIA PTY LIMITED

  
\_\_\_\_\_  
Signature of director

KARL PAGANIN

Name

23 MARCH 2012

Date

  
\_\_\_\_\_  
Signature of director/secretary

GEOFFREY REILLY

Name

23 MARCH 2012

Date

**Form 604**Corporations Act 2001  
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme **HOTCOPPER HOLDINGS LIMITED**ACN/ARSN **611 717 036****1. Details of substantial holder(1)**Name **SOMERS & PARTNERS PTY LTD**ACN/ARSN (if applicable) **149 263 543**There was a change in the interests of the  
substantial holder on15/11/2016

The previous notice was given to the company on

11/10/2016

The previous notice was dated

11/10/2016**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary Shares	50,665,272	46.06%	49,130,151	44.66%

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
30/09/2016	Somers & Partners Pty Ltd	On market purchase	\$23.50	100 ordinary shares	100
30/09/2016	Somers & Partners Pty Ltd	On market purchase	\$11,750.00	50,000 ordinary shares	50,000
03/10/2016	Somers & Partners Pty Ltd	On market purchase	\$916.50	3,900 ordinary shares	3,900
03/10/2016	Somers & Partners Pty Ltd	On market purchase	\$4,700.00	20,000 ordinary shares	20,000
03/10/2016	Somers & Partners Pty Ltd	On market purchase	\$235.00	1,000 ordinary shares	1,000
05/10/2016	Somers & Partners Pty Ltd	On market sale	\$94.00	400 ordinary shares	400
07/10/2016	Somers & Partners Pty Ltd	On market purchase	\$485.54	2,207 ordinary shares	2,207
15/11/2016	Somers & Partners Pty Ltd	Off market sale	\$396,517.61	1,663,245 ordinary shares	1,663,245
16/11/2016	Somers & Partners Pty Ltd	On market purchase	\$10,519.99	51,317 ordinary shares	51,317

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**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Somers & Partners Pty Ltd	Anthony Raymond Cunningham	Anthony Raymond Cunningham	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	3,812,445 ordinary shares	3,812,445
Somers & Partners Pty Ltd	Manikato Financial Services Pty Ltd ACN 007 417 549	Manikato Financial Services Pty Ltd ACN 007 417 549	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	2,156,003 ordinary shares	2,156,003
Somers & Partners Pty Ltd	Magenta City Pty Ltd ACN 065 388 936	Magenta City Pty Ltd ACN 065 388 936	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017	2,129,711 ordinary shares	2,129,711
Somers & Partners Pty Ltd	Mal Steane Pty Ltd ACN 067 561 095	Mal Steane Pty Ltd ACN 067 561 095	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	1,086,766 ordinary shares	1,086,766
Somers & Partners Pty Ltd	Rebecca Caroline Argyle	Rebecca Caroline Argyle	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	5,039,439 ordinary shares	5,039,439
Somers & Partners Pty Ltd	David Brian Argyle	David Brian Argyle	Somers & Partners Pty Ltd has power to control the exercise of a power to dispose of the securities pursuant to an Orderly Market Agreement as annexed to Form 603 dated 31/01/2017.	34,854,470 ordinary shares	34,854,470
Somers & Partners Pty Ltd	Somers & Partners Pty Ltd	Somers & Partners Pty Ltd	Principal Account	51,317 ordinary shares	51,317

**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

**6. Addresses**

The addresses of persons named in this form are as follows:

Name	Address
Anthony Raymond Cunningham	C/- PO Box Z5467, Perth WA 6831
Manikato Financial Services Pty Ltd ACN 007 417 549	2 Manikato Court, Mill Park VIC 3082
Magenta City Pty Ltd ACN 065 388 936	PO Box 3051, Dudley Park WA 6210
Mal Steane Pty Ltd ACN 067 561 095	44 Bingley Street, Howrah TAS 7018
Rebecca Caroline Argyle	C/- PO Box Z5108, St Georges Terrace, Perth WA 6831
David Brian Argyle	16 Farrier Walk, London SW109FW, UK
Somers & Partners Pty Ltd	Level 9, 190 St Georges Terrace, Perth WA 6000

**Signature**

print name **Geoff Reilly**

capacity **Director of Substantial Shareholder**

sign here

date **31/01/2017**

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.