

# Online Broking

DIY Client Application Form,  
Terms & Conditions and  
Financial Services Guide



**Colonial.**

GEARED  
INVESTMENTS

# Terms and Conditions

## COMMONWEALTH SECURITIES LIMITED (COMMSEC) ABN 60 067 254 399

Please keep these terms and conditions for future reference.

### PRIVACY

#### In this Document

'We', 'us' and 'our' refer to: The Commonwealth Bank Group member named in the application form.

'You' and 'your' refer to: The individual whose information we collect and hold for our purposes.

#### 1. COLLECTION OF PERSONAL INFORMATION

We collect personal information (including your full name, address and contact details) so that we may administer our relationship with you, provide you with the products and services you request, as well as information on products and services that may be of benefit or interest to you. Where it is necessary to do so, we also collect information on individuals such as company directors and officers (where the company is our client) as well as clients, agents and persons dealing with us on a 'one-off' basis. The law can also require us to collect personal information.

We may take steps to verify the information we collect; eg a driver's licence provided as identification may be verified with the appropriate authority to protect against impersonation. If you provide us with incomplete or inaccurate information, we may not be able to provide you with the products or services you are seeking.

#### 2. DISCLOSURE OF PERSONAL INFORMATION

We are permitted by the Privacy Act to disclose personal information to other members of the Commonwealth Bank Group. This enables the Group to have an integrated view of its customers.

Personal information may also be disclosed to:

- (a) brokers and agents who refer business to us as well as external product and service providers;
- (b) any person acting on your behalf, including your financial adviser, wrap service provider, solicitor or accountant, executor, administrator, trustee, guardian or attorney;
- (c) organisations, including overseas organisations, to whom we outsource certain functions. These include, for example, software providers who provide us with services which enable the present position and transactional history with your accounts and investments to be viewed by persons acting for you, such as your accountant, financial adviser or wrap service provider.

In all circumstances where our contractors, agents and outsourced service providers become aware of personal information, confidentiality arrangements apply. Personal information may only be used by our agents, contractors and outsourced service providers for our purposes.

We may also disclose personal information to other financial institutions and organisations at their request if you seek credit from them. We may be allowed or obliged to disclose information by law, eg under Court Orders or Statutory Notices pursuant to taxation or social security laws.

#### 3. ACCESS TO YOUR INFORMATION

You may (subject to permitted exceptions) access your information by contacting:

Client Relations Department  
Locked Bag 22,  
Australia Square NSW 1215

We may charge you for providing access.

#### 4. FURTHER INFORMATION

For further information on our privacy and information handling practices, please refer to our Privacy Policy Statement, which is available at [commbank.com.au](http://commbank.com.au) or upon request from any Commonwealth Bank branch.

## GENERAL CONDITIONS OF TRADE

### General

1. These General Conditions apply to all dealings between you (the Client) and us (CommSec), Commonwealth Securities Limited.
2. All dealings between you and us are subject to:
  - (a) the Corporations Act 2001;
  - (b) the Rules, directions, decisions and requirements from time to time of the Australian Stock Exchange Limited (the "ASX");
  - (c) the customs and usages of the market;
  - (d) the Rules and Procedures for the Clearing Facility operated by the Australian Clearing House Pty Limited ("ACH"); and
  - (e) the Rules and Procedures for the Settlement Facility operated by the ASX Settlement and Transfer Corporation Pty Limited ("ASTC").
- 3(a). Each dealing between you and us is also subject to the provisions of the relevant Confirmation Contract Note issued by us and if there is any conflict between these General Conditions and those provisions, the provisions of the Confirmation Contract Note shall prevail. When you provide us with an electronic address ("email address") you authorise us to dispatch electronic Confirmation Contract Notes to your email address in respect of your dealings. It is your responsibility to ensure that your email address is operational and available for receipt of electronic Confirmation Contract Notes issued by us and to advise us of any change to your email address as soon as practicable after the change is made. You further agree that at our discretion, we may:
  - provide you with access to a standing facility (Standing Confirmation Facility), through which you can obtain or view an electronic version of a Confirmation Contract Note;
  - issue paper based Confirmation Contract Notes to your postal address in lieu of electronic Confirmation Contract Notes at your email address, or in lieu of a Standing Confirmation Facility;
  - substitute electronic Confirmation Contract Notes with a Standing Confirmation Facility by giving you notice in accordance with these terms and conditions.If you do not wish to use the Standing Confirmation Facility, or you do not want to receive electronic Confirmation Contract Notes at your email address, you must notify us either in writing or through a facility provided by us.
- 3(b). We may issue a further Confirmation Contract Note if the previous one(s) contained any errors or omissions and, in this event, the further Confirmation Contract Note shall supersede the previous one(s) in all respects.
4. Each dealing between you and us is also subject to the Trading Rules at the time of dealing, and if there is any inconsistency between these General Conditions and the Trading Rules, the latter shall prevail.
- 5(a). We will not be responsible for any loss or liability incurred by you where we do not receive your instructions or where any dealing or proposed dealing is interrupted, unable to be completed or unable to take place due to the failure of any telephone, computer, other electronic or technological service.
- 5(b). We will not be responsible for any loss or liability incurred by you where we are unable to receive or act on your instructions due to circumstances that are beyond our reasonable control, eg riot, civil disturbance.
- 5(c). We do not enter into trades with you on our behalf, but we may trade with you on behalf of ComSec Trading Ltd ABN 76 003 485 952, which would be trading for itself, or for a company in the Commonwealth Bank Group, as principal.

## YOUR COMMITMENTS

6. You warrant that all information provided by you in your application is complete and correct and is not misleading, and agree that we may rely on that information unless and until we receive written notice of any change signed by you or through a facility provided by us. Any such varied information will be covered by this warranty.
7. You agree to notify us either in writing or through a facility provided by us of changes in information that are relevant to any dealing or proposed dealing. Email is not an acceptable method of notification. Information which is relevant to any dealing includes you:
  - (i) name
  - (ii) postal address
  - (iii) contact phone number, facsimile number and email address
  - (iv) bank account details
  - (v) settlement instructions
  - (vi) authorised representatives and particulars of that authorised representative as set out in (i) to (ii) above.
8. If you are a trustee, you warrant that you have full power and authority to enter into these arrangements and to exercise the rights and perform the obligations under these arrangements.
- 9(a). You undertake not to reveal any access code, number or password for your account, and not to allow any unauthorised person to issue instructions on your account. You will abide by the following:
  - do not tell anyone your code or let anyone find out your code – not even family or friends;
  - do not let anyone watch you enter your code;
  - if codes are advised by letter, we suggest that they be memorised as soon as the letter is received. The letter should then be destroyed. This is the safest policy;
  - make a reasonable attempt to disguise the code in any record – that is, scramble the details in such a way that others will not be able to decode.

We are not liable to reimburse you if an unauthorised transaction occurs on your account and you or any other user have not made a reasonable attempt to disguise a code or to prevent unauthorised access to the code record.

For example, we will not consider that a reasonable attempt has been made to disguise a code if you or any user only:

- recorded the code in reverse order;
  - recorded the code as a "phone" number where no other "phone" numbers are recorded;
  - recorded the code as a number, prefixed by a telephone area code;
  - recorded the code as a series of numbers or words with any of them marked, circled or in some way highlighted to indicate the code;
  - recorded the code disguised as a date (eg 9/6/63) where no other dates are recorded;
  - recorded the code in an easily understood code, eg A=1, B=2;
  - self-selected a code which is an obvious word or number or one that can be found in a purse or wallet or can be easily guessed by someone else (such as a date of birth, middle name, family member's name or driver's licence number).
- 9(b). You are responsible for fraudulent, illegal or unauthorised dealings on your account which are attributable to your conduct, and you release and discharge us from liability in this regard.
  - 10(a). You represent that at all times during your dealings with us you will be in a position to meet all your commitments and obligations arising from these dealings.
  - 10(b). You represent that when you wish to sell shares, you own those shares and that they are available for delivery, and when you wish to buy shares, you will have sufficient funds to pay for those shares at the time the order is placed, and at the time the order is settled.

- 10(c). Where you have a margin lending account, you acknowledge that you are liable for:
  - (i) all settlement obligations irrespective of whether your margin lender is able to deliver sufficient securities or funds to satisfy your obligations;
  - (ii) any over-sold positions on your account;
  - (iii) payment of monies owing on your account irrespective of whether the margin lender will advance you those monies.
11. You agree that we may debit any of your accounts, or any margin lending facility, with monies that you owe us, eg unpaid settlement obligations.
12. You acknowledge and agree:
  - (a) that we are entitled to cancel or reverse a dealing or order without further reference to you where the ASX has recommended or required cancellation or reversal for market integrity reasons, or where the market was operating under an error, or where the cancellation or reversal is permitted under the ASX Market Rules.
  - (b) that the ASX is entitled under the ASX Market Rules to require cancellation or amendment of a dealing or order.
13. You acknowledge that we do not give personalised advice or make personalised recommendations and that it is therefore your responsibility, before ordering the purchase or sale of any securities through us, to assess and evaluate the proposed transaction in the light of your then current financial situation, investment objectives and particular needs.
14. You acknowledge that as soon as you become aware of an error or omission, you are responsible for taking necessary action to mitigate further loss within 24 hours of receipt of notification. See Clause 32(a) for the definition of receipt. You acknowledge that time is of the essence in dealings with us.
15. You acknowledge that these General Conditions are governed by the laws of New South Wales, and you submit to the non-exclusive jurisdiction of the courts of New South Wales.

## ACCOUNT AGGREGATION

16. If we permit you to aggregate your accounts with one client ID and password, you authorise any one who has access to your account through aggregation to have full use of any of the accounts, including trading privileges. You also acknowledge that where the accounts are aggregated, the person who is authorised to have access to your account will be able to have access to your personal information on any accounts that have been aggregated.

## YOUR INSTRUCTIONS

17. We are not obliged to accept any application or instruction to trade, nor are we obliged to provide you with reasons for refusing your application or instruction to trade. If you are a body corporate, you acknowledge that we reserve the right at any time to request a guarantee from all or any one of your directors in such form as we may reasonably require relating to your obligations under these arrangements.
18. We will act only within the parameters of your instructions.
19. If we consider it is in our reasonable interest to do so and to the extent permitted by law, we may decline to act on your behalf in relation to any particular dealings, without explanation or advance notice. Additionally, we may decline to act on your behalf:
  - where the original instruction is more than 20 business days old and is not reconfirmed at that time;
  - where the basis of quotation for the security has changed and the order has not been reconfirmed;
  - where the security has been subject to a trading halt and the order has not been reconfirmed;
  - where the ASX has purged the order from the Integrated Trading System (ITS);
  - where we believe the transaction would result in no change of beneficial ownership;
  - where we believe the transaction would have the effect, or is likely to have the effect of creating a false or misleading

appearance of active trading in any securities or with respect to the market for, or the price of, any securities; or

- where we believe the instructions are ambiguous, incomplete or unclear.
20. If more than one person constitutes the Client, then they are jointly and severally bound by these arrangements and we are entitled to act upon the instructions of any one of those persons.
21. You acknowledge that we are not responsible for missed market opportunities during the time it takes us to follow our internal procedures, for example, opening accounts, transferring Participant Sponsored Holdings, confirming your identity.
- 22(a). You acknowledge that we will make all reasonable attempts to enter your instructions to buy or sell securities as quickly as possible. However, should delays be experienced:

- (i) in connection with the number of participants or persons attempting to participate in the market at a point in time;
- (ii) due to verification or authorisation processes; or,
- (iii) due to delays resulting from call waiting time or adherence to internal procedures;

we will not be liable for any claims for lost opportunity.

- 22(b). You acknowledge that we will make all reasonable attempts to effect any instructions to cancel or amend orders as quickly as possible.

However, should an order be filled prior to a cancellation or amendment instruction being effected you will be obliged to accept the transaction(s) on the original terms. Whilst all reasonable attempts will be made to inform you when the order is filled prior to an amendment or cancellation instruction being effected, we are not obliged to do so.

- 22(c). You acknowledge and accept that there may be delays in processing between the time an amendment or cancellation instruction is dealt with by us and the time the amendment or cancellation is effected on market. In the event an order is filled between the time it has been "approved" by us and the time we effect the instruction on market, you will be obliged to accept the transaction on the original terms.

- 22(d). If you are uncertain as to whether your order has been received you will make all reasonable attempts to verify whether the order has been received, approved and effected prior to taking any further action. You agree to issue specific cancellation or amendment instructions with respect to an existing order and not to attempt to effect such changes by placing a second or duplicate order. You will be solely responsible and liable for any duplicate instruction that you place.

## **AUTHORITIES & INDEMNITIES**

23. In connection with the establishment of these arrangements and the collection of any overdue payments, you authorise us to supply relevant information contained in your application form and other records to a credit reporting agency and to obtain credit reports about you from a credit reporting agency.
- 24(a). You authorise us to record any telephone conversation(s) between you and us, with or without an audible tone warning device.
- 24(b). You acknowledge that any recording is our property and that we reserve the right to charge you a cost recovery fee for access to a recording.
- 24(c). You shall record all relevant details of any conversation that you have with us, including the name of the operator and the date and time of the call, and you acknowledge that we will ask you for this information when you seek access to a recording.
25. You agree to pay our normal brokerage fees and to reimburse us for any extraneous costs, such as GST, for share transactions made on your behalf.

You authorise us to appropriate any credits, payments and other receipts from you or your account in such manner and order as we think fit against any amounts due or owing by you to us or otherwise.

26. You will indemnify us against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses (including legal costs on a solicitor and client basis) paid,

suffered or incurred by us directly or indirectly as a result of undertaking your instructions in respect of any dealings in securities or of any failure by you to comply with these conditions.

27. You acknowledge that we may pay money that we have received for you into a trust account, for example, if we cannot effect payment into your nominated bank account, and that we retain any interest earned on such money.

## **FAILURE TO SETTLE**

28. If by the settlement date shown on any Confirmation Contract Note we have not received the relevant payment due, you agree to pay us:
- interest on the amount outstanding from time to time at the Commonwealth Bank Overdraft Interest Rate plus 3 percent, calculated daily; and
  - a late settlement fee determined by us from time to time to cover our reasonable costs and expenses arising from your failure to settle by the due date together with any applicable GST.
29. If by the settlement date shown on any Confirmation Contract Note you have not delivered to us the relevant certificates or security holder information, you agree to pay us:
- any fail fees levied by the ASX or ACH; and
  - a late settlement fee determined by us from time to time to cover our reasonable costs and expenses arising from your failure to settle by the due date together with any applicable GST.
30. If, after a demand, you have not delivered to us the relevant certificates or security holder information, or payment due, then:

- (a) you direct us to buy back or sell on your behalf any of the securities that are the subject of the contract;
- (b) you authorise us to sell any other securities outstanding on your account, or any securities in our control or possession (except, in each case, shares in the Commonwealth Bank of Australia); and
- (c) you agree to indemnify us against all costs, expenses and losses incurred, including brokerage, GST, fail fees levied by the ASX or ACH and bank fees, resulting from your failure to settle by the due date.

## **VARIATION**

31. We reserve the right to vary these General Conditions. Any variation of these General Conditions shall apply to all dealings between you and us on and from the day on which the variation takes effect. If we vary these General Conditions, we shall give not less than seven days notice to you at the postal or electronic address last notified to us by you, or at our website. Also, we may use our IVR facility to notify you of amendment(s), and provide information about where you can access full details of the amendment(s). However, we may make a variation without prior notice where such variation is necessary to restore or maintain the security of our systems or any accounts.

## **NOTICE**

- 32(a). Any notice, request, demand or other communication may be sent to your postal, facsimile or electronic address last notified to us and the notice, request, demand or other communication shall be taken to have been received by you:
- (i) when sent by email, one hour after we sent it;
  - (ii) when sent by facsimile transmission, when it has been sent;
  - (iii) when sent by mail, 3 business days after we sent it;
  - (iv) when delivered, on the day of delivery.
- 32(b). Notice, request, demand or other communication that you send to us is taken to have been received by us when we receive it.

## **TERMINATION**

33. Subject to the completion of any outstanding obligations, these arrangements may be terminated by either party giving not less than seven days written notice to the other party.
34. To the extent permitted by law, we shall not be liable for consequential, or indirect, incidental, special, punitive or exemplary damages suffered by you arising from or related to the subject matter of these terms and conditions.

## IMPORTANT NOTICE

Commonwealth Securities Limited is a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia.

## CANCELLATION OF POWER OF AUTHORITY

You agree to advise us immediately of the cancellation of the Power of Authority. The Power of Authority may be cancelled by written notice to Commonwealth Securities or by calling 1300 650 675.

## TRADING RULES

We accept buy and sell orders from registered clients. To be accepted and qualify for our Internet brokerage rates, online orders must comply with these Trading Rules.

When an order is received that does not comply with these Trading Rules, we will endeavour to contact you. However, you are ultimately responsible for revising your order. We will not be held responsible for any loss that may arise when an order is not accepted.

These Trading Rules apply to all dealings between you as a client and us. We reserve the right to vary these Trading Rules at any time. Any such variation shall apply to any dealing by you after it takes effect.

### Market/Limit Order

All orders must be submitted either 'At Market' or 'At Limit'.

'At Market' orders cannot be accepted outside of market hours or when trading in a particular stock is halted/suspended.

An 'At Limit' order will not be accepted, without any advice to you, if we consider the limit price to be too far away from the prevailing market price of that stock.

Limit orders can be amended or cancelled provided the order has not already been executed. However, market orders cannot be amended or cancelled during market hours.

### Buy Orders

Buy Orders can be placed for all ASX listed securities. In some circumstances, a deposit may be required before your order is sent to market.

Unless otherwise advised, we provide each account with a credit limit. Part of this credit limit can be used for non-leading stocks.

If your order exceeds the credit limit, then a deposit may be required. The notional deposit amount is calculated by reference to:

- whether you are buying a leading or non-leading stock;
- the market value of the order; and
- other open or unsettled buy orders.

Where a deposit is required, we will automatically offset the notional deposit amount with the market value of your Participant Sponsored Holdings and any cleared funds held in your Commonwealth Direct Investment Account (CDIA). In many cases, no actual deposit will be needed and your order will be automatically sent to market.

### Sell Orders

We do not accept short selling orders.

Sell orders will only be accepted when selling Issuer-sponsored stock, if the Shareholder Reference Number (SRN) of the holding is quoted at the time of placing the trade and the number of units available is sufficient for settlement of the trade.

Sell orders may not be accepted if:

- there are insufficient units available for settlement in your Participant Sponsored Holdings sponsored by us; or
- there are insufficient units available for settlement in an Issuer-sponsored holding quoted by you; or
- an invalid SRN for Issuer-sponsored stock is supplied; or
- more than one valid SRN for Issuer-sponsored stock is supplied; or
- stock is Participant Sponsored by a broker other than us.

## Amending Orders

If you wish to amend the price of an order to a new price that is further away from the prevailing market price, the change in the total value must be at least \$20. Smaller limit price amendments will only be accepted if the new price is closer to the prevailing market price for the stock.

## Orders not accepted online

Orders involving any of the following do not qualify for our Internet brokerage rates and can only be placed over the telephone:

- limit price amendments away from the prevailing market price where the change in total value is less than \$20; or
- registration details which are different from your CommSec account details; or
- payment in the name of a person or entity other than the account holder; or
- request for early settlement; or
- payment instructions which are different from the standing instructions for your CommSec account; or
- multiple SRNs.

## General

Except as provided for in Clause 19 of our General Conditions of Trade, a limit order if not cancelled or executed earlier is valid for:

- warrants and day only orders – for that business day only;
- orders involving settlement through a margin lender, if accepted – a further 5 Business Days (order day +5) after the date your order is placed in the market;
- share limit orders – 20 Business Days (order day +20) after the date your order is placed in the market.

Usually, an order received after market closing time is treated as an order received on the next ASX Business Day.

In the event of a change in the basis of quotation of a stock (eg the stock going ex-dividend), your outstanding order will be purged by the ASX prior to the expiry date.

We reserve the right to take such steps as we consider necessary to check the bona fides of any client, order or instruction before acting on that order or instruction.

## CONDITIONAL ORDER INSTRUCTION

1. We accept, administer and implement a Conditional Order Instruction, or a variation or cancellation of a Conditional Order Instruction, in accordance with these terms and conditions.
2. You agree to be bound by these terms and conditions.

### Definitions

3. "Conditional Order Instruction" means an instruction you give to us to place an order for a Security on the market:
  - (a) when the Trigger occurs; and
  - (b) at a price in accordance with the Limit.

"Security" means a security or securities for which you have placed a Conditional Order Instruction.

"Trigger" means criteria that are acceptable to us, which you nominate for your Conditional Order Instruction, which, when satisfied, causes us to place an order for the Security on the market.

"Limit" means the minimum price at which we are instructed to sell, or the maximum price at which we are instructed to purchase, the security under your Conditional Order Instruction.

"We" and "Our" means Commonwealth Securities Limited.

"You" means each account holder and owner of a holding, jointly and severally.

### Placing a Conditional Order Instruction

4. We are not obligated to accept a Conditional Order Instruction.
5. You must nominate a price for the Limit.

6. We do not accept "at market" as a price for the Limit.
7. We accept a Trigger only if it relates specifically to the same Security for which the Conditional Order Instruction is being placed. We do not accept the price of another stock as a Trigger or a Limit.
8. You must not place a Conditional Order Instruction for the purposes of manipulating or influencing the price of a Security, market rigging, insider trading, disruption of the market, threatening the integrity of the market, misleading or deceptive conduct concerning dealings in the security, or where you do not have proper authority to place a Conditional Order Instruction.
9. The range between the price in the Trigger and the price in the Limit must be acceptable to us.
10. We accept a selling Conditional Order Instruction only for a Participant Sponsored Holding that is sponsored by us. You must nominate the Participant Sponsored Holding to which the Conditional Order Instruction applies. We apply the Conditional Order Instruction only to that holding.
11. A Conditional Order Instruction is not valid until we have told you that we have accepted it.
26. In the event of system failure or malfunction, we may not have placed orders in accordance with the Conditional Order Instruction. Upon resumption for an outage, the system will not act on events that occurred during the system failure or malfunction.
27. The placement of an order on the market does not guarantee that the order will be filled.
28. The order remains on the market in accordance with our Trading Rules.
29. We use our best endeavours to place an order on the market following a Conditional Order Instruction being triggered. However, we reserve the right to review an order that results from a triggered Conditional Order Instruction and to refuse to place that order on the market. Also, it might not be possible for us to place an order on the market for example:
  - (a) where the basis for quotation for the Security has changed and you have not varied your Conditional Order Instruction;
  - (b) where the Security has been subject to a trading halt and you have not varied your Conditional Order Instruction;
  - (c) if we believe that your instructions are ambiguous, incomplete or unclear;
  - (d) where we believe that the instruction contravenes the terms or conditions or the General Conditions of Trade or the Trading Rules;
  - (e) where acting on the order is consistent with our legal obligations in respect of the maintenance of an orderly market.

#### **Maintaining your Conditional Order Instruction**

12. You must ensure that you have sufficient securities and funds, either in your bank account, or your margin lending facility, to satisfy an order.
13. We apply the Conditional Order Instruction for a holding only to securities which are in that holding. We do not satisfy an order by taking securities from another holding.
14. A Conditional Order Instruction is valid for 12 months unless it is varied or cancelled.
15. A Conditional Order Instruction remains valid in the event of a trading halt, unless the ASX purges orders for the Security from the market.

#### **Variation or cancellation of a Conditional Order Instruction**

16. Conditional Order Instructions are taken on a 'best endeavours' basis and in the event of a system failure, we may cancel Conditional order Instructions.
17. We may cancel a Conditional Order Instruction of orders for the Security are purged from the market by the ASX, for example:
  - (a) the Security going ex-dividend;
  - (b) the Security being subject to a reconstruction of capital such as a share split or consolidation; or
  - (c) a rights issue.
18. You may vary or cancel a Conditional Order Instruction. When you do, we may accept or reject it, and in doing so, we are entitled to rely on these terms and conditions as if the variation or cancellation is a new Conditional Order Instruction.
19. We reserve the right to charge a fee for a cancellation or variation.
20. You must apply to us to reinstate a Conditional Order Instruction after it has been cancelled. When you apply, we will apply our rules and policies for accepting a new or varied Conditional Order Instruction. We may charge a fee for the reinstatement.

#### **Implementing a Conditional Order Instruction**

21. A Conditional Order Instruction is triggered when the Trigger for the Security occurs.
22. When the Conditional Order Instruction is triggered we place an order for the Security on the market at a price not below the Limit, in the case of a sale order, and at a price not greater than the Limit in the case of a purchase order.
23. If the order is triggered by events as a result of the closing price auction, the order may be placed on the market the following day, during the pre-open.
24. A Conditional Order Instruction will not be triggered by national values or indicative prices.
25. We place a Conditional Order Instruction according to the time precedence of the Conditional Order Instruction, but we cannot guarantee the order in which it is placed onto the market.

#### **Fees**

30. You agree to pay us the fee that we charge you for a Conditional Order Instruction.
31. You authorise us to debit the fee on T+1 from your bank account or margin lending account that you maintain for the purposes of trading with us.

#### **General**

32. You must open and maintain a bank account or a margin lending account to which we will debit fees that we charge you for a Conditional Order Instruction. You must give us a direct debit authority for that account.
33. We may vary these terms and conditions. Any variation of these terms and conditions shall apply to all dealings between you and us on and from the day on which the variation takes effect. If we vary these terms and conditions we shall give not less than seven days notice to you at the postal or electronic address last notified to us by you, or at our website.
 

Also, we may use our IVR facility to notify you of amendment(s), and provide information about where you can access full details of the amendment(s). However, we may make a variation without prior notice where such variation is necessary to restore or maintain the security of our systems or any accounts.
34. You accept these terms and conditions, or and variation of them, the first time you place a Conditional Order Instruction after receiving these terms and conditions, or a notice of variation of these terms and conditions.
35. Your obligations to us under this agreement are in addition to your obligations to us under:
  - (a) our general terms and conditions of trading;
  - (b) rules of CHESSE sponsorship; and
  - (c) our Trading Rules

An order that is placed pursuant to a Conditional Order Instruction is subject to:

- (a) these terms and conditions;
- (b) our General Conditions of Trade;
- (c) rules of CHESSE sponsorship; and
- (d) our Trading Rules.

36. You agree to use Conditional Order Instructions only in connection with your personal investment activities, and not use Conditional Order Instructions in connection with any business activities or to hold or monitor security trading for another person.
37. You indemnify us and release us from any liability for loss or damage (including consequential loss, loss of profit and economic loss):
- that we incur as a result of your use of the Conditional Order Instruction in breach of these terms and conditions, or in a manner, or for a purpose, not reasonably contemplated by us;
  - you suffer as a result of delays in executing orders following a triggered Conditional Order Instruction;
  - you suffer as a result of system failure;
  - you suffer as a result of a triggered Conditional Order Instruction not being executed upon submission to the market.
38. These terms and conditions are subject to the laws of New South Wales.
39. If there is more than one account holder, or there is more than one owner of a holding, you represent to us that all account holders and owners of the holding have read, and understood, and that they accept:
- these Conditional Order Instruction Term and Conditions;
  - any Risk Disclosure Statement for the particular Conditional Order Instruction facility;
- and that each account holder and owner of the holding agrees to act in accordance with these Conditional Order Instruction Term and Conditions.

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

### Debit arrangements

- We will advise you, in writing or electronically, in the form of a Confirmation Contract Note the drawing details that includes the settlement amount due and the settlement date.
- Where the settlement date falls on a non-business day we will draw the amount on the following business day.
- We reserve the right to charge a dishonour fee if any debit item already debited from your nominated account is returned as unpaid by the Financial Institution.
- We will keep your information about your nominated account at the financial institution private and confidential unless this information is required by us to investigate a claim made on it relating to an alleged incorrect or wrongful debt, or as otherwise required by law.
- In the event of a debit returned unpaid we may attempt a redraw on your nominated account.
- We will advise you 14 days in advance of any changes to the Direct Debit arrangements.
- If you provide an incorrect bank account number, you may incur a fee if we have processed a transaction to that account.

### Your rights

- You may terminate the Direct Debit arrangement of your trades with us, however, this termination must be in writing and sent to us in the first instance at the following address:  
 Adviser Trading Centre  
 Locked Bag 34  
 Australia Square NSW 1214.
- Where you consider the debit is incorrect in either the due date or amount or both, you should raise the matter with CommSec on 1300 650 675.

### Your responsibilities

- It is your responsibility:
  - to check with the Financial Institution where your account is held before completing the Direct Debit Request (DDR) as Direct Debiting through Bulk Electronic Clearing System (BECS) is not allowed on the full range of accounts. You should also complete your account details (including Bank

State Branch (BSB) number) directly off a recent account statement from your Financial Institution;

- to ensure sufficient cleared funds are available in the nominated account to meet the debit on the due settlement date of your transactions executed by CommSec;
- to ensure that the authorisation to debit the nominated account is in the same name as the account signing the instruction held by the financial institution where the account is held;
- to advise us if the account you have nominated to debit is transferred or closed;
- to ensure that suitable arrangements are made if the Direct Debit is cancelled;
  - by yourself;
  - by your nominated Financial Institution; or
  - for any other reason.

## TERMS AND CONDITIONS OF CHESS SPONSORSHIP

These Terms and Conditions apply when a person ("the Client") agrees to be sponsored by Commonwealth Securities Limited ABN 60 067 254 399 ("the Broker") in the Clearing House Electronic Subregister System ("CHESS").

### 1. INTERPRETATION

- Any term used in this Agreement which is defined in, or given a meaning under, the ASTC Settlement Rules ("the Rules") has the meaning given in the Rules.

(Should you require a copy of these definitions please contact the Broker).

- In this Agreement, the Broker is referred to as the "Participant" and the Client is referred to as the "Participant Sponsored Holder". These terms are defined in the Rules.

### 2. APPOINTMENT

The Participant Sponsored Holder appoints the Participant to provide, and the Participant agrees to provide, transfer and settlement services as agent for the Participant Sponsored Holder on the terms and conditions contained in this Agreement.

### 3. AUTHORISATIONS, PARTICIPANT RIGHTS AND PARTICIPANT SPONSORED HOLDER'S RIGHTS

#### 3.1 Authorisations

- Upon delivery to the Participant of all necessary certificates, marked or unmarked transfers and other documents in relation to Financial Products to be held in Participant Sponsored Holdings:

- the Participant Sponsored Holder authorises the Participant to effect any Transfers and Conversions necessary to register the Financial Products into Participant Sponsored Holdings; and
- the Participant must initiate the necessary Transfers or Conversions within the time prescribed under the Rules.

#### 3.2 Participant Rights

- Where the Participant Sponsored Holder authorises the Participant to buy Financial Products, the Participant Sponsored Holder will pay for those Financial Products on or before the date agreed with the Participant for payment.
- Subject to Clause 3.2.3, the Participant is not obliged to Transfer Financial Products into the Participant Sponsored Holding, where payment for those Financial Products has not been received, until payment is received.
- Where a contract for the purchase of Financial Products remains unpaid, after the Participant has made a demand of the Participant Sponsored Holder to pay for the Financial Products, the Participant may sell those Financial Products that are the subject of that contract at the Participant Sponsored Holder's risk and expense and that expense will include brokerage.
- Where the Participant claims that an amount lawfully owed to it has not been paid by the Participant Sponsored Holder, the Participant has the right to refuse to comply with the Participant

Sponsored Holder's Withdrawal Instructions, but only to the extent necessary to retain Financial Products of the minimum value held in a Participant Sponsored Holding (where the minimum value is equal to 120% of the current market value of the amount claimed). Where the Participant exercises this right, it must inform the Participant Sponsored Holder within a reasonable period of the action it has taken.

### 3.3 Participant Sponsored Holder's Rights

3.3.1 Subject to Clauses 3.2.3 and 3.2.4, the Participant will initiate any Transfer, Conversion or other action necessary to give effect to Withdrawal Instructions within two (2) Business Days of the date of the receipt of the Withdrawal Instructions.

3.3.2 The Participant will not initiate any Transfer or Conversion into or out of the Participant Sponsored Holding without the express authority of the Participant Sponsored Holder.

3.3.3 The Participant will notify the participant Sponsored Holder of the HIN for each CHESS Holding of the Participant Sponsored Holder to which this Agreement relates.

3.3.4 The regulatory regime which applies to the Participant is the regime established under the Corporations Act and Corporations Regulations, the ASX Market Rules, the ASTC Settlement Rules and the ACH Clearing Rules. The Participant Sponsored Holder can obtain information as to the status of the Participant from the relevant regulatory authorities under this regime, namely, the Australian Securities and Investments Commission (ASIC), the Australian Stock Exchange Limited (ASX), ASX Settlement and Transfer Corporation Pty Ltd (ASTC) and Australian Clearing House Pty Ltd (ACH).

3.3.5 The Participant Sponsored Holder may lodge a complaint against the Participant with ASIC, ASX, ASTC, ACH or the Financial Industry Complaints Service Limited ("FICS"). The Participant Sponsored Holder may lodge any claim for compensation:

- (a) with the Participant in the first instance and if not satisfied with the Participant's response, the Participant Sponsored Holder may refer the claim to FICS; and
- (b) in relation to the National Guarantee Fund, with the Securities Exchange Guarantee Corporation Limited.

(Refer clause 7 below for further details with respect to claims for compensation).

## 4. OTHER RIGHTS AND DUTIES

### 4.1 Supply of Information

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

4.1.2 Where statements of holding balances or other information are obtained by the Participant from ASTC or Issuers at the Participant Sponsored Holder's request, the Participant Sponsored Holder will bear the reasonable costs incurred by the Participant in obtaining the statements or information.

4.1.3 The Participant Sponsored Holder authorises the Participant to provide information about the Participant Sponsored Holder and Participant Sponsored Holdings to ASTC, ASX and ASIC as appropriate or necessary from time to time.

### 4.2 Exchange Traded Options, Pledging And Sub-Positions

4.2.1 Where the Participant Sponsored Holder arranges with ACH to lodge Financial Products in a Participant Sponsored Holding as cover for written positions in the Australian Options Market, and informs the Participant of the arrangement, the Participant Sponsored Holder authorises the Participant to take whatever action is reasonably required by ACH in accordance with the Rules to give effect to that arrangement.

4.2.2 Where the Participant Sponsored Holder arranges with any person to give a charge or any other interest in Financial Products in a Participant Sponsored Holding, the Participant Sponsored Holder authorises the Participant to take whatever action is reasonably required by the person in accordance with the Rules to give effect to that arrangement.

4.2.3 The Participant Sponsored Holder acknowledges that where, in accordance with this Agreement and/or the Participant Sponsored Holder's instructions, the Participant initiates any action which has the effect of creating a sub-position over Financial Products in a Participant Sponsored Holding, the right of the Participant Sponsored Holder to Transfer, Convert or otherwise deal with those Financial Products is restricted in accordance with the terms of the Rules relating to sub-positions.

4.2.4 Nothing in this Agreement operates to override any interest of ACH in the Financial Products.

## 5. NOTIFICATIONS AND ACKNOWLEDGEMENTS

### 5.1 General

5.1.1 The Participant Sponsored Holder acknowledges that if the Participant is not a Market Participant of ASX, neither ASX nor any Related Party of ASX has any responsibility for supervising or regulating the relationship between the Participant Sponsored Holder and the Participant, other than in relation to the Rules relating to Sponsorship Agreements.

5.1.2 The Participant Sponsored Holder acknowledges that if a Transfer is taken to be effected by the Participant under Section 9 of the ASTC Settlement Rules and the Source Holding for the Transfer is a Participant Sponsored Holding under the Sponsorship Agreement, then:

- (a) the Participant Sponsored Holder may not assert or claim against ASTC or the relevant issuer that the Transfer was not effected by the Sponsoring Participant or that the Sponsoring Participant was not authorised by the Participant Sponsored Holder to effect the Transfer; and
- (b) unless the Transfer is also taken to have been effected by a Participant of ASX or a Clearing Participant of ACH, the Participant Sponsored Holder has no claim arising out of the Transfer against the National Guarantee Fund under Part 7.5, Division 4 of the Corporations Regulations.

5.1.3 In the event that the Participant breaches any of the provisions of this Agreement, the Participant Sponsored Holder may refer that breach to any regulatory authority, including ASTC.

5.1.4 In the event that the Participant is suspended from CHESS participation, subject to the assertion of an interest in Financial Products controlled by the Participant, by the liquidator, receiver, administrator or trustee of that Participant:

- (a) the Participant Sponsored Holder has the right, within twenty (20) Business Days of ASTC giving Notice of suspension, to give notice to ASTC requesting that any Participant Sponsored Holdings be removed either:
  - (i) from the CHESS Subregister; or
  - (ii) from the control of the suspended Participant to the control of another Participant with whom they have concluded a valid Sponsorship Agreement pursuant to Rule 12.19.10; or
- (b) where the Participant Sponsored Holder does not give notice under Clause 5.1.4 (a), ASTC may effect a change of Controlling Participant under Rule 12.19.11. and the Participant Sponsored Holder will be deemed to have entered into a new Sponsorship Agreement with the substitute Participant on the same terms as the existing Sponsorship Agreement. Where a Participant Sponsored Holder is deemed to have entered into a Sponsorship Agreement, the new Participant must enter into a Sponsorship Agreement with the Participant Sponsored Holder within ten (10) Business Days of the change of Controlling Participant.

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

- 5.1.6 The Participant Sponsored Holder acknowledges that in the event of the death or bankruptcy of the Participant Sponsored Holder, a Holder Record Lock will be applied to all Sponsored Holdings in accordance with the ASTC Settlement Rules, unless the Participant Sponsored Holder's legally appointed representative or trustee elects to remove the Participant Sponsored Holdings from the CHES Subregister.
- 5.1.7 The Participant Sponsored Holder acknowledges that in the event of the death of the Participant Sponsored Holder, this Sponsorship Agreement is deemed to remain in operation, in respect of the legally appointed representative authorised to administer the Participant Sponsored Holder's estate, subject to the consent of the legally appointed representative, for a period of up to three calendar months after the removal of the Holder Record Lock applied pursuant to Clause 5.1.6.
- 5.1.8 The Participant Sponsored Holder acknowledges that the Participant shall not be required to provide an executed copy of this Agreement to the Participant Sponsored Holder unless requested by the Participant Sponsored Holder.
- 5.2 Joint Holdings Only
- 5.2.1 The Participant Sponsored Holder acknowledges that in the event of the death of one of the Holders, the Participant will transfer all Holdings under the joint Holder Record into new Holdings under a new Holder Record in the name of the surviving Participant Sponsored Holder(s), and that this Sponsorship Agreement will remain valid for the new Holdings under the new Holder Record.
- 5.2.2 The Participant Sponsored Holder acknowledges that in the event of the bankruptcy of one of the Holders the Participant will:
- unless the legally appointed representative of the bankrupt Participant Sponsored Holder elects to remove the Participant Sponsored Holdings from the CHES Subregister, establish a new Holder Record in the name of the bankrupt Participant Sponsored Holder, transfer the interest of the bankrupt Participant Sponsored Holder into new Holdings under the new Holder Record and request that ASTC apply a Holder Record Lock to all Holdings under that Holder Record; and
  - establish a new Holder Record in the name(s) of the remaining Participant Sponsored Holder(s) and Transfer the interest of the remaining Participant Sponsored Holder(s) into new Holdings under the new Holder Record.
- 6. CHANGE OF CONTROLLING PARTICIPANT**
- 6.1 If the Participant Sponsored Holder receives a Participant Change Notice from the Controlling Participant of the Participant Sponsored Holding and the Participant Change Notice was received at least twenty (20) Business Days prior to the date proposed in the Participant Change Notice for the change of Controlling Participant, the Participant Sponsored Holder is under no obligation to agree to the change of Controlling Participant, and may choose to do any of the things set out in Clauses 6.2 or 6.3.
- 6.2 The Participant Sponsored Holder may choose to terminate the Agreement by giving Withdrawal Instructions under the Rules to the Controlling Participant, indicating whether the Participant Sponsored Holder wishes to:
- transfer its Participant Sponsored Holding to another Controlling Participant; or
  - transfer its Participant Sponsored Holding to one or more Issuer Sponsored Holdings.
- 6.3 If the Participant Sponsored Holder does not take any action to terminate the agreement in accordance with Clause 6.2 above, and does not give any other instructions to the Controlling Participant which would indicate that the Participant Sponsored Holder does not agree to the change of Controlling Participant then, on the Effective Date, the Agreement will have been taken to be novated to the New Controlling Participant and will be binding on all parties as if, on the Effective Date:
- the New Controlling Participant is a party to the Agreement in substitution for the Existing Controlling Participant;
  - any rights of the Existing Controlling Participant are transferred to the new Controlling Participant; and
- the Existing Controlling Participant is released by the Participant Sponsored Holder from any obligations arising on or after the Effective Date.
- 6.4 The novation in Clause 6.3 will not take effect until the Participant Sponsored Holder has received a notice from the New Controlling Participant confirming that the New Controlling Participant consents to acting as the Controlling Participant for the Participant Sponsored Holder. The Effective Date may as a result be later than the date set out in the Participant Change Notice.
- 6.5 The Participant Sponsored Holder will be taken to have consented to the events referred to in Clause 6.4 by the doing of any act which is consistent with the novation of the Agreement to the New Controlling Participant (for example by giving an instruction to the New Controlling Participant), on or after the Effective Date, and such consent will be taken to be given as of the Effective Date.
- 6.6 The Agreement continues for the benefit of the Existing Controlling Participant in respect of any rights and obligations accruing before the Effective Date and, to the extent that any law or provision of any agreement makes the novation in Clause 6.3 not binding or effective on the Effective Date, then the Agreement will continue for the benefit of the Existing Controlling Participant until such time as the novation is effective, and the Existing Controlling Participant will hold the benefit of the Agreement on trust for the New Controlling Participant.
- 6.7 Nothing in this Clause 6 will prevent the completion of CHES transactions by the Existing Controlling Participant where the obligation to complete those transactions arises before the Effective Date and the Agreement will continue to apply to the completion of those transactions, notwithstanding the novation of the Agreement to the New Controlling Participant under this Clause 6.
- 7. CLAIMS FOR COMPENSATION**
- 7.1 With respect to the compensation arrangements that apply to the Participant Sponsored Holder, the Participant would seek to rely, to the extent possible, on the cover which it has under the professional indemnity insurance policy which applies to its activities as an Australian Financial Services licensee.
- 7.2 If the Participant breaches a provision of this Agreement and the Participant Sponsored Holder makes a claim for compensation pursuant to that breach, the ability of the Participant to satisfy that claim will depend on the financial circumstances of the Participant.
- 7.3 If a breach by the Participant of a provision of this Agreement falls within the circumstances specified under Part 7.5, Division 4 of the Corporations Regulations, the Participant Sponsored Holder may make a claim on the National Guarantee Fund for compensation.
- (For more information on the circumstances in which a Participant Sponsored Holder may make a claim on the National Guarantee Fund or for information on the National Guarantee Fund generally, contact the Securities Exchange Guarantee Corporation Limited).
- 8. TERMINATION**
- 8.1 Subject to the ASTC Settlement Rules, this Agreement will be terminated upon the occurrence of any of the following events:
- by notice in writing from either the Participant Sponsored Holder or the Participant to the other party to the Agreement;
  - upon the Participant becoming insolvent; or
  - upon the termination or suspension of the Participant; or
  - upon the giving of Withdrawal Instructions by a Participant Sponsored Holder to a Controlling Participant in accordance with the Rule 7.1.10(c).
- 8.2 Termination under Clause 8.1(a) will be effective upon receipt of Notice by the other party to the Agreement.

## 9. RULES AND VARIATION

- 9.1 This Agreement is subject to the ASTC Settlement Rules in force from time to time, and the Participant Sponsored Holder shall not take any action which will prevent or impede the Participant from complying with its obligations under the Rules.
- 9.2 Should any provisions in this Agreement be inconsistent with the provisions of the ASTC Settlement Rules, the Participant will, by giving the Participant Sponsored Holder not less than seven (7) Business Days written Notice, vary the Agreement to the extent to which in the Participant's reasonable opinion is necessary to remove any inconsistency.
- 9.3 Except as provided in Clause 9.2, this Agreement may be varied only by a written agreement signed by the Participant and the Participant Sponsored Holder.

### COMMISSION

Your financial adviser may be entitled to receive a Commission, being a portion of our brokerage fees, on terms agreed between you and your financial adviser. You acknowledge that your financial adviser will advise us of the agreed commission amount at the time your dealing instructions are given, and you authorise us to collect and pay the agreed commission to your financial adviser.

You may also elect to pay your financial adviser a trailing commission calculated by multiplying the value of your CommSec Participant Sponsored Holdings, recorded by CommSec on the last trading day of each month, by the percentage rate you nominate under Section K of the Adviser Trading Centre Application Form. You authorise us to collect the nominated trailing commission by direct debit to your nominated bank account on a monthly or other basis agreed between us and your financial adviser.

## Financial Services Guide

7th April 2006

This Financial Services Guide ("FSG") is an important document. It provides you with information about Commonwealth Securities Limited ("CommSec", "we", "us" or "our") to help you to decide whether to use the financial services we offer.

### Other documents you may receive from us

#### Statement of Advice

Whenever we provide you with any personal advice, you are also entitled to receive a Statement of Advice. Personal advice is advice that takes into account one or more of your objectives, financial situation and needs. The Statement of Advice will contain the advice, the basis on which it is given and information about fees, commissions and any associations with product issuers or other parties that may have influenced the advice.

#### Product Disclosure Statement

If we make a recommendation to acquire a particular financial product (other than securities such as listed shares) or offer to issue, or arrange the issue of a financial product to you, we will also provide you with a Product Disclosure Statement (PDS). The PDS contains information about the particular product including the features, benefits, fees and risk associated with that product to assist you in making an informed decision.

### PRODUCTS AND SERVICES WE OFFER

#### Who are we?

Any financial services offered will be provided by representatives of Commonwealth Securities Limited ABN 60 067 254 399. CommSec is licensed under the Corporations Act to provide these services to you. Our Australian Financial Services Licence Number is: 238814.

You can contact us on **1300 650 675** or visit: [www.commsec.com.au](http://www.commsec.com.au)

CommSec is a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124 which is one of the largest and oldest financial institutions in Australia. Other members of the Commonwealth Bank Group may also be able to provide you with financial services and products.

CommSec is also a Participant of the ASX Group.

### What financial products and services do we offer?

CommSec is authorised to offer the following financial services:

- Deal in financial products
- Provide financial products advice
- Make a market in financial products
- Provide a custodial / depository service

We provide financial product advice and deal in:

- Deposits
- Securities (such as shares)
- Derivatives (such as options)

We make a market in:

- Securities
- Derivatives

We provide a custodial service in providing safekeeping of securities for clients.

### How are we remunerated for the services we provide?

CommSec is remunerated directly through the fees we charge you. With certain products, we are also remunerated by product providers, including those within the Commonwealth Bank Group, through commissions.

### How do you pay for our services?

This FSG details the current list of fees or charges that you will pay for using our services.

### Adviser Trading Centre

CommSec has agreements with a number of Australian Financial Services Licensees allowing them to provide a broking service to their clients through CommSec. Under the agreement, CommSec receives a brokerage fee for each trade.

### Non Advice Service

CommSec receives a brokerage fee for:

- Each share trade of \$26.60 or 0.13% which ever is the greater; and
- Web Iress share trades of \$33.00 for trades up to \$1.0 million; and
- Exchange Traded Options trade of \$34.95 or 0.35% whichever is greater.

Any additional commission is paid to the Financial Service Licensee. Please refer to pages 8-9 of this FSG for more information about our fees and charges.

Where agreed between the Australian Financial Services Licensee and their client, a trailing commission, based on a percentage of the client's CHES Participant Sponsored holdings, is collected by CommSec and paid to the financial services licensee. CommSec retains 20% of the trailing commission as an administrative fee.

### Advisory Share Services

- Direct Equities and Options Advice Service (including Share Portfolio Service)

CommSec receives a brokerage fee for each trade between 0% and 1.09% and may also receive an ongoing fee between 0% and 0.55% pa. Any additional brokerage or fee is paid as commission to the Financial Services Licensee. Brokerage, fees and commissions that we receive will be disclosed to you at the time when we give you the advice or as soon as practicable after that time

### If we provide further advice?

If we provide you with personal financial product advice, you will initially receive a Statement of Advice (SoA). Where you maintain the advice relationship with us, a SoA is generally not issued for further advice situations, providing your circumstances and the basis of advice has not significantly changed.

You may request a copy of the record of the advice we keep. Any request must be made within 7 years of the provision of such advice, and should be directed to your nominated representative.

## Fees and Charges for Non Advice Services

If you use the following services, we will not provide you with any personal advice. This means that we will not take into account your objectives, financial situation and needs. Accordingly, a Statement of Advice will not be provided.

### Other Fees and Charges

CommSec tries to keep all fees and charges to an absolute minimum. However sometimes we need to cover one-off costs to make sure that our everyday charges remain low. These fees apply in addition to brokerage.

Fail fee – Buy or option	\$54.00 per day
Fail fee – Sell	\$54.00 per day or 0.1%, whichever is greater
SRN query, rebooking fee	\$25.00
Invalid or rejected SRN fee	\$54.00
Off market transfer fee	\$54.00 per transfer
Copy of off market transfer record	
• Request less than 6 months old	\$10.00 per request
• Request more than 6 months old	\$80.00 per request
Dishonoured cheque fee, rejected direct debit fee	\$54.00
Rejected direct credit fee	\$25.00
Payment trace fee	\$25.00
Early settlement fee – Sell <sup>1</sup>	\$54.00 minimum
Late settlement fee – Buy	\$54.00 per day
Third party registration fee, third party trade fee	\$54.00
Deceased estate share transfer to beneficiary	\$55.00 per stock per beneficiary
Reprinting and postage of one-off trade Confirmation Contract Note	\$10.00 per Confirmation Contract Note
Reprinting and postage of account statements	\$10.00 per statement
Reprinting and postage of CHESS statement	\$16.50 per stock
Printing and postage of Internet trade Confirmation Contract Note	\$1.95
Cheque payment fee	\$2.00
CommSec Professional Trader	\$0 to \$82.50 subscription fee <sup>2</sup> (in advance)

#### NOTES:

<sup>1</sup> Or charged at the Commonwealth Bank of Australia Overdraft Reference Rate for the number of days settled early.

<sup>2</sup> The subscription fee may be waived if a qualification criteria is met. Details regarding this criteria can be obtained by contacting 1300 650 675.

## Trading in Australian Shares and Derivatives using Web Iress

Trade Execution Fee	
Web Iress Equities	\$33 for trades up to \$250,000, then \$8.80 for every \$100,000 there after.
	Confirmation Contract Notes are issued at the end of a trading day for a buy or sell in an individual stock (the order may not be complete). If the balance of the order is filled the next day then a new confirmation would be issued. Multiple trades up to 12 price levels can be placed on the one Confirmation Contract Note.

Miscellaneous Fees and Charges	
Web Iress Software Fee <sup>1</sup>	This is a royalty and software fee charged for clients who use the electronic trading platform supplied by Iress Market Technology at a maximum of \$40.70 per month (inc. GST).
Platform Data Fee <sup>1</sup>	This is an ASX royalty fee charged at 2.53 cents per minute between 9.30 am and 5.00 pm on weekdays, up to a maximum of \$41.25 per month (inc. GST) for live ASX equity and option prices used by non professional investors and \$49.50 if used by professional investors.
Web Iress Platform Only Fee	This is a royalty and software fee charged for clients who use software supplied by Iress Market Technology at \$220 per month for clients who log in and use data but don't trade.
Net Iress Royalty and Software Fee	This is a royalty and software fee charged for clients who use software supplied by Iress Market Technology at a maximum of \$500 per month for access to full Iress data.

#### NOTES:

<sup>1</sup> No Software Fee or Data Fee is charged if 16 or more Contract notes are generated for the month. No fees are payable if a client elects not to log on to the trading platform during the month.

<sup>2</sup> No data fee is charged if eight (8) or more contract notes are generated for the month.

### How are our representatives remunerated

Our representatives are remunerated by salary from CommSec or the Commonwealth Bank and do not directly receive any commissions or fees. They may be eligible for an annual bonus payment. Some representatives' bonus payments may be up to 50% of initial fees, and 10% of ongoing fees and commissions that CommSec receives from the placement of a financial product. These bonus payments are discretionary, and based on achievement of pre-determined business objectives.

These may include:

- Business Outcomes
- Customer Service
- People Engagement
- Special Tasks
- People Principles

Our representatives may also be eligible to:

- Share in incentives (both monetary and non-monetary) rewarded for outstanding service;
- Receive a free grant of Commonwealth Bank shares under the Commonwealth Bank's Employee Share Acquisition Plan (ESAP);
- Participate in the Commonwealth Bank's long term incentive program. This incentive is in the form of Commonwealth Bank shares that only vest at a prescribed point in the future where the Commonwealth Bank attains certain share performance hurdles. It is entirely discretionary and is based on a representative's contribution to the business over time; and

- Receive indirect benefits stemming from advice provided to you. Indirect benefits include such things as business lunches, tickets to sporting and cultural events (including overseas study tours), corporate promotional merchandise and other minor benefits unquantifiable at this stage from product providers whose products they recommend.

#### **How can you transact with us?**

You can give us instructions by telephone or in person, and in some cases, through our website.

#### **How is my personal information dealt with?**

At CommSec, the privacy of your personal information is important to us. We collect your personal information to ensure that we are able to provide you with the products and services most appropriate to your needs.

Telephone conversations with CommSec may be recorded to ensure our service standards are met or exceeded and to allow records to be kept of the advice given and orders taken.

CommSec has adopted the principles set out in the Privacy Act as part of our continuing commitment to client service and maintenance of client confidentiality. For further details, please refer to our Privacy Policy at [www.com msec.com.au](http://www.com msec.com.au) or ask your representative for a copy.

#### **Associations with related product issuers**

CommSec may provide you with financial services and products from both related and non-related product providers.

As a member of the Commonwealth Bank Group, we deal in and advise on products provided from related Group companies, which include Commonwealth Bank, Colonial First State Investments Limited, Commonwealth Insurance Limited, The Colonial Mutual Life Assurance Society Limited, Commonwealth Managed Investments Limited and Colonial Mutual Superannuation Pty Limited.

CommSec may receive a commission payment from the above companies as a result of you investing in one of their products or services.

#### **What should I do if I have a complaint?**

If you are not satisfied with the service or advice you receive from us, you are entitled to complain. We have established procedures to ensure that all enquiries and complaints are properly considered and dealt with.

To save yourself valuable time, gather all the facts and documents about the complaint, think about the questions you want answered and decide what you want us to do.

Next, contact the department that handled the matter and explain the problem. A quick call is all that is required to resolve most issues.

If at this stage your complaint hasn't been resolved to your satisfaction, please contact our Client Relations team:

Mail Client Relations  
Locked Bag 22  
Australia Square  
NSW 1215

Email [CSLClientRel@cba.com.au](mailto:CSLClientRel@cba.com.au)

Facsimile (02) 9312 4102

If you are not satisfied with our response and wish to proceed further, you may refer the matter to an independent complaint handling body. CommSec is a member of the Financial Industry Complaints Service Limited ("FICS"), a body recognised by the Australian Securities and Investment Commission.

For further information please contact FICS at:

Mail PO Box 579, Collins Street,  
West Melbourne 3007

Telephone 1300 780 808

Facsimile (03) 9621 2291

Email [fics@fics.asn.au](mailto:fics@fics.asn.au)

Internet [www.fics.asn.au](http://www.fics.asn.au)

If your complaint concerns a banking product, you may also contact the Banking and Financial Services Ombudsman at:

Mail GPO Box 3A,  
Melbourne VIC 3001

Telephone 1300 780 808

Facsimile (03) 9613 7345

Email [enquiries@bfso.org.au](mailto:enquiries@bfso.org.au)

Internet [www.abio.org.com.au](http://www.abio.org.com.au)

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ATC - DIY

**Office Use Only** ADVISER CODE  BRO CODE

Wealth Focus Pty Ltd

PO Box 760, Manly 1655

## A. Individual/Joint (Client 1)

Title  Mr  Ms  Mrs  Miss  Dr  Other (specify) \_\_\_\_\_

Surname  Given names

Telephone Numbers Home  Work

Facsimile  Mobile

Residential Address (cannot be a PO Box)

State  Postcode

Postal Address (if same as residential Address, write 'as above')

State  Postcode

CHESS registered address (for share registry correspondence eg. Dividend payments)

State  Postcode

Date of birth  /  Occupation

Preferred E-mail address

## B. Joint (Client 2)

Title  Mr  Ms  Mrs  Miss  Dr  Other (specify) \_\_\_\_\_

Surname  Given names

Date of birth  /  Occupation

Preferred E-mail address

## C. Superannuation Fund, Family Trust or Minor (Title of Account)

If you intend to operate the account on behalf of a superannuation fund, family trust or person under the age of 18, please give the name of the entity or person as an account designation. Please do not use the word "trust". Section A, A & B or D must be completed by the legal owner (individual, company or guardian).

Account

## D. Company Account

Company Name

ABN/ACN

Telephone Numbers Work 1  Work 2

Facsimile  Mobile

Business Address (cannot be a PO Box)

State  Postcode

Postal Address (if same as Business Address, write 'as above')

State  Postcode

CHESS registered address (for share registry correspondence eg. Dividend payments)

State  Postcode

Name of person(s) authorised to give instructions on behalf of the company:

Title  Mr  Ms  Mrs  Miss  Dr  Other (specify) \_\_\_\_\_

Surname  Given names

Title  Mr  Ms  Mrs  Miss  Dr  Other (specify) \_\_\_\_\_

Surname  Given names

E-mail address

*If additional persons are authorised, please attach a separate sheet executed under company containing details.*

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**E. Direct Debit/Credit Request**

I/We authorise and request Commonwealth Securities (ACPA User ID no. 062934) to arrange funds to be debited from my/our account at the financial institution identified and as prescribed through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Commonwealth Securities Limited ABN 60 067 254 399 Direct Debit Request Service Agreement downloaded with / attached to this Application Form.

Signature of Bank Account Holder 1

Signature of Bank Account Holder 2

X

X

Bank State Branch (BSB) No.

Account Number

Name of Financial Institution or Bank

-

Account Name

Branch/Suburb

Date

/ /

**F. Client Access to Portfolio**

Does the Client wish to view their CHESS Participant Sponsored Holdings on *advisertradingcentre.com.au*?  Yes  No  
If the 'Yes' option is selected, a Passnumber must be nominated by the Client enabling entry to *advisertradingcentre.com.au*.

Chosen Passnumber  (must be **5 NUMBERS**)

**G. Margin Lending**

Provider (eg. Colonial Margin Lending)

Loan Number

**H. Other Facilities/Platforms**

Platform Name  Platform Number

**I. Financial Adviser Details**

Financial Adviser Name  Dealer Group Financial Adviser ID

FA Postal Address

State  Postcode  Contact Telephone Number

**J. Identification (to be completed by Financial Adviser)**

I agree and confirm that I have identified the Client named in this application as follows (select one of the following):

- Details of existing Commonwealth Bank account
- Copy of current Driver's Licence
- Copy of Passport
- Copy of Proof of Age Card

Signature of Financial Adviser  X

**K. Management Fee**

The Client has agreed to pay the Financial Adviser a Management Fee  No  Yes

The amount of Management Fee has been set at  % pa

(A management fee is only applicable for your client's CHESS holdings with ATC)

**L. Client's Acknowledgment and Signature(s)**

If the application is accepted, I/we agree and confirm the payment instructions set out in Sections E (if applicable) and agree to abide by the General Conditions of Trade downloaded with / attached to this application. I/We consent to the uses and disclosures of my/our personal information as indicated in the section "Privacy" on page 1. I/We agree to become CHESS Participant Sponsored by CommSec and agree to abide by the CHESS Sponsorship Terms and Conditions attached to the application.

If CommSec considers it relevant to assessing the application of the company mentioned in Section D for commercial credit, I/we agree to CommSec obtaining from a credit reporting agency personal credit information about me/us in relation to that commercial credit application. This is in accordance with Section 18K(1)(b) of the Privacy Act 1988.

Signature of Individual/Client 1 (Joint)/Director 1  
 X

Signature of Authorised Person 1 (Company)  
 X

Signature of Client 2 (Joint)/Director 2/Secretary  
 X

Signature of Authorised Person 2 (Company)  
 X

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**M. REQUEST FOR CHANGE OF SPONSORING BROKER**

**OPTIONAL**

**Complete only if transferring all Broker Participant Sponsored Holdings to CommSec.**

NB: The following details must be EXACTLY the same as appears on your current CHES Settlement Facility statement with your existing broker and in the CommSec application form, to ensure successful transfer of all stocks.

Name

Account designation (if any)

Address

Please transfer ALL my/our CHES Participant Sponsored Shareholdings and/or SCRIP held in safe custody and Holder Identification Number (HIN).

**EXISTING SPONSORING BROKER**

Name

PID

HIN

Account Number

**NEW SPONSORING BROKER**

**Adviser Trading Centre  
Locked Bag 34  
Australia Square NSW 1214**

**PID 1402**

Signature of Client 1 / Director 1

Signature of Client 2 / Director 2

Date  /  /

**IMPORTANT NOTES**

For **joint** shareholdings, both holders must sign.

If signed by an Attorney, the Power must have either been previously noted or duly stamped and accompanying this advice.

**Companies** must execute under **common seal** bearing the ABN/ACN in accordance with their Constitution.



GEARED  
INVESTMENTS