

CLIENT AGREEMENT – TERMS AND CONDITIONS

1.
 - a) State One, subject to this Agreement, will deal (or will instruct third persons to deal) on Your behalf in Financial Products traded on Australian Stock Exchange (“ASX”) or any other stock exchange (an “Exchange”) in accordance with Your instructions.
 - b) You and State One are bound by and will comply with the Corporations Act, the Rules, directions, decisions and requirements of ASX and Clearing Rules and Settlement Rules and the customs, usages and practices of the ASX or any other Exchange where any dealing in Financial Products takes place.
2. Before placing any order You will be in a position to pay for any Financial Products purchased and have control of and have available any Financial Products sold as the case may be.
3. You will provide State One with all information regarding Your financial affairs sufficient and necessary for State One to make informed investment recommendations and will further notify State One of any relevant new information or change in information as it occurs.
4. State One may require You to provide to it sufficient monies or scrip to settle an order prior to placing it. Unless State One holds monies and scrip on Your behalf sufficient to effect settlement, You will on receipt of the confirmation note:
 - a) for a purchase, pay the purchase price to State One no later than 10.00 am on the Settlement date specified on the confirmation note: or
 - b) for a sale, deliver sufficient valid scrip and any other necessary documentation of unencumbered Financial Products to State One office no later than 10.00 am the business day before the settlement date specified in the confirmation note.

State One will not accept payments in cash.

You will make all payments under this agreement directly to State One by cheque, BPay[®] or other means acceptable to State One and may not pay by cash or credit card.

5. If You fail to settle a contract as required by this Agreement within seven (7) days from the date on which settlement was due, State One is entitled to resell or repurchase, as the case may be, the Financial Products the subject of the contract at Your risk and expense (including any applicable brokerage, GST, stamp duty and administration fees) and claim any resulting loss from You.
6. This Agreement applies to all transactions in all Financial Products including, without limitation, equities, exchange traded options, share ratios and warrants, but does not include futures contracts. Where You proposes to execute transactions in exchange traded options, share ratios or warrants, You must first execute and deliver to State One the Australian Options Market Client Agreement, the ASX Share Ratios Client Agreement or the ASX Warrant Client Agreement, as the case may be.

7. You acknowledge and agree that:

- a) You will take all reasonable steps to obtain and communicate to State One all information and deliver or cause to be delivered to State One all documents with respect to dealings in Financial Products on an Exchange which are requested by a person having a right to request such information or documents, and deliver or cause to be delivered all documents to the person so requesting;
- b) a notice signed by any director, manager or other authorised employee of State One state the amount of monies due and payable by You is prima facie evidences of the same;
- c) State One may obtain credit reports on You for the purpose of assessing the circumstance in which State One will require payment of monies or delivery or scrip prior to placement of an order. Credit information acquired by State One about You may be disclosed by State One to credit reporting agencies.

8. You may from time to time give notice to State One of any person or persons authorised to give instructions to State One on Your behalf in accordance with and for the purpose of this Agreement. Any such notice shall set out the name and specimen signatures of the person or persons so authorised by You and their specimen signatures are set out in the Account Application Form and/or Third Party Authority.

9. Any such authority may be revoked but such revocation is only effective upon receipt by State One of a written notice of revocation from You. State One may assume the genuineness and authenticity of any instructions given or purportedly given orally or in writing by You or by any person authorised by You, and that any person claiming to be a person authorised by You is in fact that person. State One is not obliged to make any enquires as to any of the matters referred to in this clause and is entitled to act, and You hereby instruct State One to act upon any such instructions believed by it to be genuine and to be given by a person duly authorised to give such instructions.

10. Without limiting any other provision of this Agreement or the ASX Market Rules, Clearing Rules and Settlement Rules You must pay to State One:

- a) brokerage at such rates as may be advised by State One from time to time;
- b) any fees, taxes, stamp duty or other charges as may from time to time be levied on or in connection with any dealings in Financial Products entered into on Your behalf; and
- c) in respect of any unpaid amounts required to be paid under this Agreement interest on all such amounts denominated in Australian dollars at the rate of 14% per annum or the rate prescribed from time to time pursuant to the Credit Act 1987, on such amounts, such interest to accrue and be calculated daily from the due date (irrespective of any grace period) to the date of its payment in full.

11. You authorise

- a) State One to deduct any amounts payable from any account maintained by You with State One or any related body corporate.

- b) State One may make payments due under this Agreement to You or in accordance with Your written directions. Until otherwise directed You hereby directs payments to be made to the person(s) set out in the Account Application Form and/or Third Party Authority. Payment to any person as directed in accordance with this provision constitutes a good discharge by State One in respect of amounts so paid.
- 12.State One reserves the right to refuse to deal on Your behalf in relation to any dealing in Financial Product, or to deal only on such conditions as State One considers appropriate.
- 13.You acknowledge that State One may record any select or all incoming and/or outgoing phone calls without making a disclosure to You of this nature each and every time You speak with a representative of State One. These calls may be recorded with or without an audible tone.
- 14.You authorise State One to make any enquiries regarding Your credit worthiness from any person including (without limitation) SMRS, any credit agency or bank.
- 15.You authorise State One to collect personal information so that we may provide You with the products and services which You may request from time to time, or products and services which may be of interest or benefit to You. If you provide us with inaccurate or incomplete information, we may not be able to provide You with the services or products You request.
- 16.You agree that information collected about You (including all parties to the account/s You hold with State One) is collected for the purposes of this Agreement, including (without limitation):
- a) to assess Your application to open a Client Account or a CMT;
 - b) to effect purchases and sales of financial products;
 - c) to effect the transfer of funds and payments;
 - d) where applicable to allow State One to communicate with third parties in connection with the matters contemplated by this Agreement; and
 - e) to ensure that legal and regulatory requirements are met.
- 17.You agree that You have read and understood the State One Privacy Policy as available at www.stateone.com.au .
- 18.State One may terminate Your account at any time and without prior notice, subject to all outstanding obligations being fully discharged.
- 19.You may terminate your account by giving not less than five (5) business days written notice to State One, subject to all outstanding obligations being duly discharged.
- 20.Save for any liability which cannot be excluded, State One, its employees and agents disclaim all responsibility for any loss or damage which may be suffered by You or any other person directly or indirectly through Your dealings with State One howsoever that loss or damage is caused and whether that damage is caused by any fault or negligence on the part of State One or otherwise.

21. The contents of confirmation notes and statements issued by State One to You are prima facie evidence of the truth of their contents and that the dealings were executed in accordance with Your instructions. Market Transactions are entered into subject to the conditions set out in ASX Market Rule 7.9.1(b). If no objection is received from You within 48 hours of service of a confirmation note or statement You are deemed to have accepted and ratified its contents which shall (in the absence of manifest error) be conclusive.
22. You agree to abide by ASX Market Rule 15 which enables the ASX to deal with transaction errors and enables the ASX, in some cases, to cancel trades without having to first obtain Your permission or agreement. Where You do not agree to cancel a transaction completed in error and the matter is referred to the ASX Dispute Governors Committee, fees and charges may be payable and may be passed on to You.
23. These terms and conditions may be varied by giving You not less than five (5) business days notice (in writing or by electronic mail). All variations to the terms and conditions will be posted on www.stateone.com.au with two (2) business days of changes coming into effect. Any continued use by You of Your Account/s is an acceptance of the variation.
24. If You are more than one person, then all persons are jointly and severally bound by these terms and conditions.
25. You consent to receive Contract Notes and other information provided by State One (from time to time) via email.
26. Explanation of Order Limits

When placing an order with State One the following information should be noted

Market – An order placed ‘at market’ will trade through all opposing price levels in the central order book (i.e. the best and all subsequent prices until the entire volume of the order has been filled.)

Market to Limit – these orders will be placed to trade at the best opposing price only. Should there be a balance of an order not traded when the order is placed in the market the remainder of the order will become a limit order.

At Best – Orders at best do not have a specified price at the time of order entry; the order is the best price on the same side of the market. After they have been entered, orders at best become limit orders. Orders at best are disallowed if there are no orders on the same side of the market as there are no best prices to use.

At Limit – A limit order is any order with a specified maximum buy price or a specified minimum sell price.

Warrant Orders – all warrant orders will become day only orders from the introduction of ITS (Integrated Trading System).

27. State One is not liable to You for any damage, loss, expense or cost whether direct or indirect, economic or consequential (and whether or not caused by our negligence or the negligence of any provider of information which arises in connection with a any one or more of the following):

- Your access to, or use of, the website or any external website; or
- Your access to, use of, or reliance on, information provided on or accessed through the Website or any external website.

This includes but is not limited to direct or indirect consequences of You;

- Acting, or failing to act, on any information contained or referred to on the website or any external website; or
- Using or acquiring, or Your inability to use or acquire, any service or product contained or referred to on the website or any external website.
- Experiencing a delay or non-performance by us resulting from matters beyond our reasonable control; or
- Using the services provided by a third party service provider.

If State One facilitates linkages to other websites or provides or make's available general research, information or recommendations provided by other persons, State One are not liable to You if You rely on any research, information, advice or recommendation provided by such sites or persons.

28. State One may maintain a transaction log including a copy of all instructions received from You in electronic format. In the event of a dispute, the log will be conclusive evidence of the details of the communication contained in it except in the case of a manifest error. To the extent permitted by law, State One is not liable for any Loss incurred by You as a result, directly or indirectly, of any inaccuracies or lack of timeliness in the information appearing on the log.

29. You are responsible for establishing your own agreements with third party networks (including without limitation Internet Service Providers) involved in the transmission of Electronic Communications initiated by You to State One including any connect time or other fees charged by those third parties.

30. In this explanation:

“State One” means State One Stockbroking Ltd [ABN 95 092 989 083], Australian Financial Services Licence (AFSL) 247100 and a Participant of the ASX Group.

“You / Your” means the party / parties to this Agreement and/or party/parties authorised to operate this account.